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AGREEMENT
BETWEEN
THE AUGLAIZE COUNTY SHERIFF
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

2016-MED-06-0655 (Corrections Supervisors)
2016-MED-06-0656 (Corrections Officers)

EFFECTIVE:
September 1, 2016 through August 31, 2019.

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AGREEMENT

This Agreement is made and entered into by the Sheriff of Auglaize County, hereinafter referred to as the "Employer," subject to the approval of the Auglaize County Commissioners, and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union." This Agreement has as its purpose: to comply with Ohio Revised Code Section 4117, to establish the wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

ARTICLE 1 UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms, and other conditions of employment for those employees of the Employer in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include all employees included in the bargaining unit described in the applicable State Employment Relations Board's Case Numbers. For the purposes of this Agreement, the bargaining unit is deemed as follows:

01-REP-11-0284	All Full-Time Corrections Supervisors
98-REP-04-0086	All Full-Time Corrections Officers

Section 1.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.3. In the event a new classification is created which is to be filled with a full-time Correction Officer or Corrections Supervisor, the Sheriff shall meet with the Union concerning the new classification specification, and shall negotiate as to whether or not the new classification will be included in the bargaining unit. If the Employer and the Union agree that the new classification specification is to be included in any of the bargaining units, the parties shall jointly petition the State Employment Relations Board to amend the appropriate bargaining unit certification and will include in the collective bargaining agreement the classification specification upon the State Employment Relations Board's approval. If the Employer and the Union cannot agree they shall jointly petition the State Employment Relations Board concerning only the new position in question. The decision by the State Employment Relations Board shall be final and binding on both parties.

ARTICLE 2 DUES CHECK-OFF

Section 2.1. The Employer and the Union agree that membership in the union is available to all employees occupying classifications determined by this Agreement to be appropriately within the bargaining units upon the successful completion of sixty (60) days of employment.

Section 2.2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon 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 request the Auditor to deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally made.

Section 2.3. The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the Employer by the Treasurer of the Union by January 2nd of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

Section 2.4. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 2.5. The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made.

Section 2.6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.7. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in 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 Union dues deduction would normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 2.8. In the event a deduction is not made for any Union member during any particular month, the Employer upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 2.9. The Employer shall be relieved from making such individual dues deductions upon:

- A. Termination of employment,
- B. Transfer to a job other than one covered by the bargaining unit,
- C. Layoff from work,
- D. An agreed unpaid leave of absence, or

- E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

Section 2.10. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 2.11. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union. This obligation shall commence upon the successful completion of sixty (60) days of employment.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed that percentage of the normal dues used by the Union in administration of the Collective Bargaining Agreement. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Employees who are not members of the employee organization shall have all rights prescribed in Section 4117.09(C) of the Ohio Revised Code.

ARTICLE 3 **MANAGEMENT'S RIGHTS**

Section 3.1. Except to the extent expressly modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Sheriff Office, Auglaize County, Ohio, as such rights existed prior to the execution of this or any other previous agreement with the Union. The rights of the Employer shall include, but shall not be limited to, his rights to determine the facts which are the basis of management decisions; to establish, change, or abolish policies, practices, rules, or procedures for the conduct of the Sheriff Office, its employees and its service to the citizens of Auglaize County, Ohio, consistent with the provisions of this Agreement. Such management right shall also include, but shall not be limited to the following:

- A. The right to determine and from time to time redetermine the number, locations, and relocations and types of its employees or to discontinue any performance by employees of the Auglaize County Sheriff;
- B. To select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- C. To establish training programs and requirements for employees within the Sheriff Office;
- D. To establish the hours of work, work schedules, and assignments; to transfer, promote, or demote as provided by applicable statutory law, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reason;

- E. To continue, alter, make, and enforce reasonable rules for the maintenance of discipline;
- F. To discipline for just cause or otherwise take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Sheriff's Office of Auglaize County, Ohio;
- G. To determine the department budget and uses thereof;
- H. To maintain the security of records and other pertinent information;
- I. To determine and implement necessary actions in emergency situations;
- J. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- K. To determine when a job vacancy exists, the duties to be included in all job classifications, classification plan maintenance, and the standards of quality and performance to be maintained; and
- L. To determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 3.2. The Employer on its behalf hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility conferred on and vested in it by the laws and Constitution of the State of Ohio and/or the United States of America.

The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific express terms of this Agreement.

ARTICLE 4 **PROBATIONARY PERIODS**

Section 4.1. Initial Probationary Periods. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year, which the Employer may extend for a period not to exceed ninety (90) days due to less than satisfactory performance. Such extension shall be given to the affected employee in writing by the Employer. Such written notice should be given to the affected employee no later than 14 calendar days prior to the end of the one (1) year probationary period, unless otherwise agreed to by the parties or extenuating circumstances exist. A probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

Section 4.2. Probationary employees shall not be eligible for promotion to any other position until have successfully completed their probationary period.

Section 4.3. Promotional Promoted Period. An employee promoted to the classification of Corrections Supervisor from the classification of Corrections Officer shall serve a promotional probationary period of six (6) months of service.

A promoted employee may be demoted back into the classification of Corrections Officer prior to the expiration of the promotional probationary period. Such demotion shall not be appealable.

ARTICLE 5 **UNION REPRESENTATION**

Section 5.1. Union Visitation. The Employer agrees that no more than two (2) non-employee officers or representatives of the Union shall be admitted to the Auglaize County Sheriff's Office facilities and sites during working hours upon advance notice to the Employer. Such visitations shall be to participate in the adjustment of grievances and/or to attend other meetings covered herein. Union visitations shall not disrupt the Employer's work schedule.

Section 5.2. The Employer shall recognize up to three (3) employees selected by the Union to act as Union representatives for the purpose of processing grievances. These three (3) employees shall be the Local Director and two (2) stewards designated by the Union. The Union agrees that to the extent possible, Union representatives will not be from the same shift.

Section 5.3. The Local Director and/or stewards may investigate and process grievances, and attend grievance step meetings with the Employer during regular working hours without loss of pay subject to the other provisions of this Agreement. Such investigations and processing of grievances shall be with proper regard to the Employer's operational needs. No Union representative shall be entitled to pay while processing grievances or attending grievance step meetings during any hours in which the employee was not otherwise scheduled to work.

Section 5.4. Rules governing the activity of the Union representatives are as follows:

- A. The representatives must obtain, in advance, authorization of the Jail Administrator or designee before beginning Union activities, such authorization shall not be unreasonably withheld;
- B. The representatives shall identify the reason for the request at the time Union activity time is requested;
- C. The representatives shall not conduct Union activities in any work area without the prior approval of the Jail Administrator or designee in charge of the area of the nature of the Union activity;
- D. The representatives shall cease Union activities immediately upon the reasonable order of the Employer or Employer representative. If the Employer alleges that any Union representative is violating or abusing the rules of this Section, he shall notify the Local Director. Upon such notice a conference may be scheduled to resolve the matter prior to initiating any disciplinary action.

Section 5.5. One (1) duly elected delegate or alternate to the annual conventions of the Union may be granted time off without pay for the purposes of participating in such conventions. The Union shall give the Employer advance notice of which member will be attending each convention. Such unpaid personal leave will be approved, subject to manpower requirements of the Department, upon receipt of the ten (10) days advance written notification by the Local Director.

Section 5.6. The Union shall provide to the Employer an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and shall include the following:

- A. Name
- B. Address
- C. Home telephone number; and
- D. Union Office held.

Employees shall not be permitted to function as Union representatives until the Union has presented the Employer with written certification of that person's selection.

Section 5.7. The Employer agrees to grant one (1) designated Union official one (1) scheduled shift off without pay per two (2) month time period for the purposes of attending Director's meetings. Such unpaid leave will be granted, subject to the manpower requirements of the Department, and subject to the following conditions:

- A. Under no circumstances will the Employer be required to approve such unpaid leave, if by doing so the Employer would be required to incur overtime or additional costs for a replacement employee;
- B. In order to provide coverage, employees will be permitted to trade shifts subject to Subsection A and Article 17, contained herein;
- C. The Union agrees to give at least seven (7) calendar days advance notification to the Employer indicating the name of the Union official requesting such leave, the shift involved, and any arrangements for trading shifts.

Section 5.8. Bulletin Boards.

- A. The Employer shall provide the Union with a bulletin board for the purpose of posting union notices, leaflets and information.
- B. All union notices which appear on the bulletin board shall be posted and removed by the Director or Steward, unless the posting violates this Article in which case the Employer

may remove those items that are in violation, and shall relate to items of interest to the employees. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval and must be posted on the designated bulletin board:

1. Union recreational and social affairs;
2. Notice of union meetings;
3. Union appointments;
4. Notice of union elections;
5. Results of union elections;
6. Reports of non-political standing committees and independent non-political arms of the union; and
7. Publications, rulings or policies of the union.

All other notices of any kind not covered in Subsection 1 through Subsection 7 above must receive prior approval of the Employer or his designated representative.

- C. Union literature shall not contain libelous, scurrilous, or derogatory attacks upon the Employer or other County officials, or employees, named or unnamed. Literature distributed or displayed inside or upon the facilities of the Sheriff's Office shall not contain opposition to or promotion of a candidate for public office. It is understood by both parties that political involvement by employees is subject to O.R.C. 124.57 and that any violations of such statute may result in termination in accordance with O.R.C. 124.57.
- D. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action. Any violation of the provisions of this Article by the Union or any representative thereof, may result in suspension, or revocation of its bulletin board privileges, and/or removal of the Union Bulletin Board.

ARTICLE 6
NO STRIKE — NO LOCKOUT

Section 6.1. The Employer and the Union recognize that a strike would create a clear and present danger to the public health, safety, and welfare, and that the Agreement provides machinery for the orderly resolution of grievances. The Union, therefore, agrees that there shall be no interruption of services by the employees because of any work slowdown, sick call, strike, sympathy strike, or other concerted effort which affects the Employer or his operations during the term of this Agreement or any extensions thereof.

Section 6.2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement unless those employees have violated Section 6.1 of this Article.

Section 6.3. If any members of the bargaining unit, either individually or collectively, engage in a work slowdown, walkout, or any other concerted effort resulting in interruption of services, the Union shall publicly denounce such violation, disclaim approval, and order all member participants to return to work immediately. Should the employees fail to immediately return to work or the Union fail to publicly denounce and disclaim approval of such violation, the Employer shall have the option of canceling any Article, Section, or Subsection of this Agreement. Any employee who participates or promotes such strike activities as previously outlined shall be subject to immediate discipline, including discharge, and only the question of whether or not he/she did, in fact, participate in or promote such action shall be subject to appeal.

Section 6.4. 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 strike.

ARTICLE 7
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 7.1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination based upon age, gender, race, color, national origin, disability, religion, ancestry, lawful political activity, genetic information, veteran or military status. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 7.2. 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, except issues involving gender balancing.

Section 7.3. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, coercion, or reprisal by any Employer representative against any employee in the bargaining unit because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 7.4. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 7.5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 8

LABOR/MANAGEMENT MEETINGS

Section 8.1. In the interest of sound labor/management relations, the Union and the Employer will meet at agreeable dates and times for the purpose of discussing those matters as outlined in Section 8.2 below. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer and one (1) non-employee representative of the Union shall be permitted to attend such meetings.

Section 8.2. The Union shall furnish an agenda 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 union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health and safety matters.

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

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 9.2. It is mutually agreed that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. Therefore, the following rules apply to the processing of grievances:

- A. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent steps of the grievance procedure.
- B. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.
- C. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure.
- D. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.
- E. If any grievance is not initiated at Step 1 within five working (5) days after the employee knew of the event or condition upon which it is based, or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.
- F. “Working days” as used in this Article shall mean Monday through Friday, and shall not include Saturdays, Sundays or days indicated as holidays pursuant to this Agreement unless calendar days are so specified.

Section 9.3. A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group may process the grievance as a group grievance provided each employee desiring to be included in the group grievance signs said grievance. In a group grievance, only one (1) of the grievants shall be guaranteed no loss of pay during processing steps provided by this Article. If more than one (1) employee’s testimony is necessary at an arbitration hearing held pursuant to this procedure, and the testimony is scheduled during the employee’s regularly scheduled work shift, the employee shall be released for such testimony in paid status and shall return to work following completion of the testimony. No employee shall be entitled to pay for attending grievance hearings during hours in which the employee was not otherwise scheduled to work.

Section 9.4. All written grievances must contain the following information and must be filed using the grievance form mutually agreed to by the Union and the Employer:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed with immediate supervisor;
- D. Name of supervisor with whom grievance was discussed;
- E. Date grievance was filed in writing;
- F. Date and time grievance occurred;
- G. Where grievance occurred;
- H. Description of incident giving rise to the grievance;
- I. Article and Sections of Agreement alleged to be violated; and
- J. Resolution requested.

Section 9.5. The following procedures shall be followed in the processing of any grievance:

Step 1. An employee who has a grievance shall take it up verbally with the Jail Administrator or designee. In order for a grievance to receive consideration it must be presented within five (5) working days of the occurrence of the event upon which the grievance is based or with reasonable diligence the grievant should have known of such event or condition. The supervisor and the employee shall document the date and time the verbal discussion occurs and the general subject matter of the alleged grievance. The Jail Administrator or designee shall investigate the matter and provide an appropriate answer within five (5) working days following the day on which the grievance was presented.

Step 2. If the grievance is not satisfactorily settled in Step 1, the employee may appeal in writing within five (5) working days after receipt of the Step 1 answer to the Sheriff or his designated representative.

Upon receipt of the written grievance, the Sheriff or his designee will schedule a meeting with the employee, and Local Director or steward if the employee desires, to be held within five (5) working days to discuss the grievance. The Local Director may request a non-employee representative of the OPBA to attend the meeting. The Sheriff shall give a written answer within five (5) working days following the meeting.

Step 3. Arbitration. If the grievance is not satisfactorily settled at Step 2, the Union may request that the grievance be submitted to arbitration. The Union's request for arbitration must be submitted to the Sheriff within twenty-one (21) calendar days following the Sheriff's reply to the grievance at Step 2 or the grievance shall be considered resolved and the matter shall not be submitted to arbitration.

On the date a grievance is submitted to arbitration, the Union or the Employer shall also submit written request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators from FMCS to be sent to each party for the purpose of selecting one (1) arbitrator to hear the case. The parties shall alternately strike the names of the arbitrators until only one name remains. The party requesting the arbitration shall strike the first name. Either party may once reject the remaining name and request from the FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. FMCS shall include only arbitrators domiciled in Ohio and in the National Academy of Arbitrators on any arbitrator list.

The arbitrator shall limit his decision to a specific issue outlined in a submission agreement, provided the parties can mutually agree on the issue, and strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement. The arbitrator shall be without power or authority to make any decision:

- A. Contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement;
- B. Concerning the establishment of wage rates not negotiated as part of this Agreement;
- C. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievances, or practices; or
- D. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such a practice, policy, rule, or regulation does not conflict with the Agreement.

In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, not including suspension or discharge, the arbitrator shall limit any retroactive settlement to the date the employee knew or should have known of the occurrence of the event or condition upon which the grievance is based in accordance with Section 9.2 (E) of this Article. Monetary awards resulting from suspensions or discharges shall be limited to the period of time or portion thereof during which the affected employee was suspended or discharged.

The arbitrator will make his award within thirty (30) days of the close of the hearing or within thirty (30) days after the filing of post-hearing briefs.

The decision of the arbitrator shall be final and binding upon management, the Union, and any employee involved in the matter.

The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts.

If the arbitrator decides the grievance is nonarbitrable or decides for the Union on arbitrability but against the Union on the merits, the Union should be considered the losing party.

ARTICLE 10 **DISCIPLINE**

Section 10.1. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause. Forms of disciplinary action are limited to:

- A. Documented verbal warning;
- B. Written reprimand;
- C. Suspension without pay/working suspensions;
- D. Reduction; or
- E. Discharge from employment.

Discipline shall be applied in a corrective, progressive and uniform manner, except in cases of serious misconduct. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

During a working suspension, the employee shall report for work on the day(s) suspended, if the suspension falls on the employee's regularly scheduled work day(s), and shall be compensated at the employee's regular rate of pay. For purposes of recording disciplinary action, a working suspension shall be recorded as a suspension without pay in accordance with this Article.

Section 10.2. If the supervisor or other representative of the Auglaize County Sheriff has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 10.3. Documented verbal warnings shall cease to have force and effect nine (9) months following their effective date and written reprimands shall cease to have force and effect twelve

(12) months following their effective date providing there is no intervening disciplinary action of a similar nature taken during that time period.

Section 10.4. All records of suspension shall cease to have force and effect twenty-four (24) months following the date of the suspension providing there is no intervening disciplinary action of a similar nature during the twenty-four (24) month period.

Section 10.5. An employee shall be given a copy of any verbal reprimand, written reprimand, or other written disciplinary action entered on his personnel record.

Section 10.6. Whenever the Employer determines that an employee may be reduced, suspended, or terminated for disciplinary reasons, a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The Employer, shall determine who will conduct the disciplinary conference.

Not less than twenty-four (24) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide to the employee a written outline of the charges that may form the basis for the disciplinary action, all documents in the Employer's possession concerning the investigation of the matter, and written notification of the date, time and place of the hearing. The employee must choose to:

- A. Appear at the conference to present an oral or written statement in his defense;
- B. Appear at the conference and have one Union representative present an oral or written statement in defense of the employee;
- C. Elect in writing to waive the opportunity to have a disciplinary conference.

Failure to elect or pursue one of these three options will be deemed a waiver of the employee's rights to the disciplinary conference.

The Employer will decide what discipline, if any, is appropriate.

Section 10.7. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he or she has been suspended or discharged. In the case of suspension, he/she will be advised of the duration of the suspension.

Section 10.8. In any disciplinary meeting in which a reduction, suspension or dismissal is likely to result, the affected employee, at his option, shall be permitted the opportunity to have a Union officer present.

Section 10.9. All grievances involving disciplinary action of a suspension, demotion, or dismissal shall be filed directly at Step 2 of the Grievance Procedure.

Section 10.10. Verbal warnings and written reprimands still open may be appealed only up through Step 2 of the Grievance Procedure, and shall not be arbitrable.

Section 10.11. Last Chance Agreements shall be in writing and shall require the agreement of the Sheriff, the employee at issue and the OPBA, all of which shall be signatures to the Agreement. The authority for the Sheriff to enter a Last Chance Agreement shall not require ratification by the legislative body. The authority for the OPBA to enter a Last Chance Agreement shall not require a vote of the membership. The OPBA attorney shall have the authority to enter into a Last Chance Agreement on behalf of the OPBA. No employee, even if an OPBA representative, shall have the authority to enter into a Last Chance Agreement on behalf of the OPBA.

Last Chance Agreements are not considered a form of discipline, but a non-precedent setting agreement between the parties whereby the employee retains his/her employment upon the agreed conditions of the Last Chance Agreement.

Section 10.12. The parties agree that the provisions of this Discipline Article specifically supersede the provisions of R.C. 124.34.

ARTICLE 11 **SENIORITY**

Section 11.1. Two (2) types of seniority are established under this Agreement as follows:

- A. “Classification Seniority” is the employee’s length of service in his current classification.
- B. “Total Seniority” is the employee’s total length of continuous service with the Auglaize County Sheriff’s Office.

Section 11.2. An employee’s seniority shall terminate:

- A. If the employee quits;
- B. If the employee retires;
- C. If an employee is discharged; or
- D. If the employee is laid off for a period of more than thirty-six (36) consecutive months.

Section 11.3. The Employer will provide the Union with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every one (1) year thereafter, showing the seniority of each employee in the bargaining unit by classification, and by total seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

Section 11.4. Whenever seniority is the determining criteria to any terms and conditions contained in this Collective Bargaining Agreement and two (2) or more employees are tied as to the length of their applicable seniority, the following listed seniority rights shall prevail:

- A. If two (2) or more employees have the same classification seniority, total seniority shall prevail.
- B. If two (2) or more employees have the same total seniority, the employee with the higher score on the OPOTA examination shall prevail.

Section 11.5. Any employee in the classification of Corrections Officer who is promoted to another classification within the Auglaize County Sheriff's Office may return to the Corrections Officers' bargaining unit without loss of Classification Seniority, excluding the time spent in another classification, under the following conditions:

- A. In the event that the promoted Corrections Officer fails to retain his promoted position beyond the designated probationary period;
- B. In the event of a layoff in the classification to which the employee is promoted, provided there is an employee with less classification seniority for the employee to displace;
- C. In the event that the former bargaining unit member voluntarily accepts a demotion back to the classification of Corrections Officer; or
- D. In the event that the position to which the Corrections Officer is promoted is abolished by the Employer.
- E. After spending more than two (2) years out of the corrections classification, any person who comes back into the classification as a correction officer must return back at the bottom of the seniority list.

Section 11.6. An employee who was not formerly in the corrections supervisor bargaining unit shall not have rights to displace any member of the corrections supervisor bargaining unit.

ARTICLE 12

FILLING OF POSITIONS

Section 12.1. Whenever the Employer determines a job vacancy exists in the bargaining unit which he desires to fill, a notice of such opening, stating the job classification, job description, qualifications, and rate of pay, shall be posted on the bulleting board for seven (7) calendar days. During this period, anyone wishing to apply for the open position shall submit a written application to the Sheriff. The Sheriff shall not be obligated to consider any applications submitted after the posting period.

Section 12.2. A vacancy is defined as a job opening as a result of a promotion, transfer, resignation, discharge, termination of employment, or a newly created position, or an increase in the number of jobs available in the Corrections Supervisor classification. Whenever the Employer determines it necessary to fill such vacancies, the vacancy shall be posted in accordance with this Article.

Section 12.3. All timely-filed applications shall be reviewed and the position shall be awarded to the most qualified applicant, with first consideration given to qualified in-house applicants.

If two (2) or more applicants have equal qualifications, the position shall be awarded to the employee applicant with the greatest seniority. The Employer maintains the right to determine who is best qualified, however the Union may contest through the grievance procedure such choice of candidates. The Union shall bear the burden to prove that a candidate not receiving an appointment is the best qualified. No person shall be hired as a Corrections Officer prior to the completion by the Employer of a background check, including a check of the prospective employee's criminal history.

Section 12.4. If a current employee is promoted by the Employer to a higher classification, his new pay rate will become effective immediately upon assignment to the classification. The position should be awarded within thirty (30) calendar days after the end of the posting period. If the Employer is unable to fill the position within thirty (30) calendar days, the Employer will notify the Union.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. The parties agree that the layoff and recall provisions of this article specifically supersede the provisions of R.C. Sections 124.321 through 124.328 as they apply to bargaining unit employees. Any layoff and recall will be conducted in accordance with this article and Article 29, contained herein. The Employer will notify the Union at least fourteen (14) days in advance, of its intent to reduce the work force. At the time of the notice, the Employer will provide the Union with a current updated seniority list.

Section 13.2. Order of Reduction. Whenever a reduction in the work force occurs, the Employer shall determine in which classification(s) layoffs will occur and, the following sequential order of reduction will be implemented within each classification selected by the Employer for layoff.

- A. All casual, temporary, new hire probationary, and part-time employees within the affected classification shall, in that order, be terminated or laid off first.
- B. Thereafter, any additional reductions in the work force shall be made in the inverse order of classification seniority among the remaining employees in the classification chosen for layoff by the Employer.

Section 13.3. Recall Rights. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which occur in their classification that the Sheriff decides to fill, in the order of their classification seniority (most classification senior employee recalled first). Vacancies in the classification that the Sheriff decides to fill shall not be filled with persons from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of thirty-six (36) calendar months from their effective date of displacement.

Section 13.4. Retention. Employees who bump into a lower rated classification will be paid at the wage step level of the classification into which he bumps that is closest to, but does not exceed, the wage rate of the classification from which he is laid off.

Section 13.5. Recall Notice. Written notice of recall from layoff may be sent to the employee's last known address by the Employer, by certified mail, return receipt requested or, by personal delivery, or both. Failure of an employee to contact the Employer within five (5) calendar days of receipt of the recall notice by personal delivery or, within fourteen (14) calendar days after the recall notice is sent by mail shall constitute a forfeiture of an employee's right to recall. If the recall notice is sent by mail and personal delivery is also accomplished the employee shall have the longer of the two (2) periods in which to contact the Employer.

Section 13.6. Reduction Severance Pay. Employees displaced by a work force reduction shall be entitled, on their last date of employment, to all wages, vacation, compensatory time and other pays provided for by this Agreement which are due to such employees.

ARTICLE 14 HEALTH AND SAFETY

Section 14.1. The Employer and employees agree to maintain in safe working condition all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

Section 14.2. Adequate first-aid equipment will be provided.

Section 14.3. Any employee subjected to an unsafe or unhealthy working condition shall have the right to file a grievance against any such condition provided such condition is not resolved as a result of the labor/management meeting prescribed herein.

ARTICLE 15 SUBCONTRACTING OUT

Section 15.1. The Employer shall not contract or subcontract out any work normally performed by bargaining unit employees which directly results in layoff of those employees. The Employer shall not contract or subcontract out work that would normally be performed by bargaining unit employees during the first three year period that the bargaining unit employees are laid off without first calling back to work any employees on the active recall list.

ARTICLE 16 WORK RULES

Section 16.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business.

Section 16.2. It is the Employer's intention that work rules, policies and directives should be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies and directives are directed. Rules adopted by the Employer shall not be applied in violation of the express terms of this Agreement. The Union may challenge the reasonableness of such rules through the grievance procedure.

Section 16.3. Except in cases of emergency, such work rules, policies and procedures will be provided to a Union designated employee official and posted five (5) days in advance of their effective date.

Section 16.4. The Employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, upon request of the Union the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures.

Section 16.5. This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow normal rules and procedures of good conduct which can reasonably be expected of any public employee regardless of whether such rules and procedures have been reduced to writing.

ARTICLE 17 **HOURS OF WORK**

Section 17.1. This Article is intended to define the normal hours of work per work period in effect at the time of execution of this Agreement. The normal workweek of all employees of the bargaining unit shall be forty (40) hours per week on consecutive uninterrupted days.

Section 17.2. In order to facilitate changes of shifts and days off of employees, shifts will be bid upon every six (6) months, effective the beginning of the first full pay period of January and July of each year of the Agreement. Such shift bidding shall be conducted in the following manner:

1. A schedule will be posted by the Employer, for notice purposes only and placed in each bargaining unit employee's mailbox for bargaining unit employees to submit a bid on a specific shift assignment for the next applicable six (6) month period. The schedule will also identify the specific operational requirement of gender balancing per shift for the Auglaize County Correction Center (ACCC) as it relates to the classification of Corrections Officers.
2. The Jail Administrator or designee shall establish a response schedule for bargaining unit employees to submit a specific shift assignment bid based on seniority. Such response schedule shall be forwarded to all applicable bargaining unit employees.
 - a. Prior to submitting a specific shift assignment bid bargaining unit employees may ask the Jail Administrator or designee what applicable shifts and days off have already been bid on. While the Jail Administrator or designee will provide the requested information, the bargaining unit employee's request shall not result in extending the established response time.

- b. A bargaining unit employee who does not submit a bid within the established response time may still submit a bid, but such employee shall not be permitted to displace any other bargaining unit employee who has already timely submitted a bid. Such untimely bid shall only be accepted if submitted prior to the submission of the least senior bargaining unit employee's shift assignment bid.
 - c. Bargaining unit employees who do not submit a timely shift bid at all, or prior to the least senior employee, shall be assigned a shift in accordance with the operational requirements of the Auglaize County Correctional Center (ACCC), as determined by the Employer.
3. After the established response schedule has been exhausted, the Employer shall assign bargaining unit employees to a shift in accordance with:
- a. The operational requirements of the ACCC, inclusive of the gender balancing.
 - b. The seniority of the bargaining unit employee as described in #2 above; and
 - c. The shift bid of the bargaining unit employee, if any, as described in #2 above; and
4. The final schedule shall be posted.

Section 17.3. No employee shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period, except in cases of extreme emergency.

Section 17.4. Shift Trades.

- A. **Same Classification Trades:** Bargaining unit employees may exchange shifts with other qualified full-time bargaining unit employees in the same classification provided the employee complies with the following requirements:
- 1. The employee submits a written request signed by both employees to the Sheriff or designee for prior approval, and
 - 2. The change does not interfere with the operation of the Auglaize County Correctional Center (ACCC), and
 - 3. The change does not result in the payment of overtime, and
 - 4. The employee who is asked to exchange a shift has the right to decide on what day the shift will be paid back to which the requesting employee is obligated to accept, and
 - 5. Exchanged time must be paid back within three (3) pay periods of the original exchange, and

6. Any employee who fails to payback exchanged work time, in accordance with this section, may be disciplined up to and including discharge from employment.

B. Cross Classification Trades: Employees may trade shifts with co-workers in the classifications of Corrections Officer and Corrections Supervisor up to three (3) times per calendar year provided the requests comply with the requirements listed in (A) above. Additionally, no cross classification shall result in an increase to any employee's hourly rate such as Officer In Charge (OIC) pay.

Further, any employee in the classification of Corrections Officer or Corrections Supervisor may request approval for additional cross classification trades. Such trade requests shall be at the sole discretion of the Sheriff or designee and shall be reviewed on a case by case scenario.

ARTICLE 18 **OVERTIME**

Section 18.1. The Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day, per week or per work period. Bargaining unit employees shall receive overtime pay for all hours worked in an overtime status, subject the provisions of this Article. Overtime status shall be defined as assigned and approved hours worked in excess of eight (8) hours per day or forty (40) hours per week. For the purposes of this Article, hours worked include all hours for which the employee is in paid status. Overtime shall be computed to the nearest one-fourth (1/4th) of an hour. The parties agree that for purposes of the FLSA it is the intent of the parties to compute overtime in accordance with a FLSA 207 (k) schedule.

Section 18.2. Employees shall be entitled to overtime payment for job related court appearances occurring outside the employee's regularly scheduled work shift. The employee shall be entitled to payment for actual time spent in court or no less than one (1) hours pay for each court date, including appearances before the grand jury.

Section 18.3. Payment for overtime hours shall be one and one-half (1-1/2) the employee's regular hourly rate.

Section 18.4. Employees shall be allowed the options of pay or compensatory time for overtime hours worked as follows:

- A. Effective upon the implementation of this Agreement, compensatory time may not be accumulated in excess of eighty (80) hours.
- B. As an employee exhausts his/her accrued compensatory time, he/she may accrue further compensatory time not to exceed eight (80) hours. Any employee who accrues compensatory time in excess of eighty (80) hours shall be promptly paid for any overtime worked at the applicable rate.
- C. Compensatory time utilized must be approved in advance by the employee's supervisor who shall require at least two (2) working days' advance notice. Not less than four (4)

hours of compensatory time shall be taken on any one (1) day. The advance notice required may be waived upon the approval of the Jail Administrator or designee. Compensatory time shall be utilized at a mutually agreeable time. The utilization of compensatory time shall not be unreasonably denied.

- D. Notwithstanding paragraph C above, each bargaining unit employee shall be entitled to use one (1) day of compensatory time in each three (3) month calendar period and one (1) floating day of compensatory time once per year regardless of whether the employee's absence on that one (1) compensatory day off will cause the employer to utilize overtime to fill the employee's shift. The employee may not use the one (1) compensatory day per three (3) month period and/or the one (1) floating compensatory day referenced above on any day designated as a Holiday under Article 22 of the Collective Bargaining Agreement. Utilization of the one (1) compensatory day per three (3) month period and/or the one (1) floating compensatory day referenced above will be subject to the notice requirements of Article 18, Section 18.4 of the current contract, unless the Sheriff or his designee, in his sole discretion, waives the aforementioned notice requirements. All compensatory time utilized in excess of one (1) day per three (3) month period, shall be utilized, consistent with the collective bargaining agreement as it has been interpreted and applied by the parties from January 1, 1999 to this date.

ARTICLE 19

REPORT-IN/CALL-IN WORK/OVERTIME EQUALIZATION

Section 19.1. Any employee who accepts an authorized request to work during hours outside his regularly scheduled time, excluding court duty, shall be paid in the following manner after reporting to his regular work assignment:

- A. An employee called while at home and required to begin work anytime more than one (1) hour prior to his regularly scheduled shift shall be guaranteed a minimum of two (2) hours pay at his overtime rate of pay for such work in addition to his regularly scheduled shift pay;
- B. An employee requested to begin work anytime within the one (1) hour immediately preceding the start of his regular shift shall be paid only for the time actually worked.

Section 19.2.

- A. Overtime shall be distributed as equitably as practicable. Any overtime for which the Employer has twenty-four (24) hours notice or less shall be filled by offering the opportunity to all employees on the shift preceding the overtime opportunity on a rotating basis by seniority. Then the overtime shall be offered to any remaining employees on a rotating basis by seniority.

All unscheduled overtime will first be offered to full-time Officers on the shift previous to the shift on which the overtime is available before it is filled by the utilization of part-time Officers.

Any scheduled overtime known to the County for more than twenty-four (24) hours in advance may be filled with part-time Officers. Any overtime opportunity which is known to the Employer more than twenty-four (24) hours in advance and has not been filled with a part-time employee pursuant to this section shall be offered on an equalized basis to an employee eligible to fill the position by utilizing the number of hours of overtime worked year to date. The above procedure will be repeated each time an overtime opportunity is filled.

In the event that any full shift overtime opportunity cannot be filled voluntarily, the overtime shall be filled mandatorily, on an equalized basis, by utilizing the seniority list on a rotating basis starting with the least senior person and ordering employees present on the shift prior to the overtime opportunity to fill the entire shift.

Section 19.3. Employees shall be given at least twenty-four (24) hours notice prior to being required to report for mandatory training during a time period during which they would have otherwise not been scheduled to work.

ARTICLE 20 **SICK LEAVE**

Section 20.1. All employees will receive sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status.

Section 20.2. Employees will be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

Section 20.3. The unused sick leave of an employee shall accumulate on an unlimited basis.

Section 20.4. Sick leave may be granted to an employee upon approval of the Employer and shall be in accordance with the following:

- A. All employees who are too sick, ill, or injured to report to duty, shall report this fact to the supervisor in charge not less than one (1) hour prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible.
- B. Such reports will contain the nature of the sickness or injury and whether attended by a physician or not.
- C. If the length of absence from duty cannot be determined, the employee shall call his supervisor subsequent to each working day to allow for proper manpower adjustments.
- D. No sick leave in excess of three (3) days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification.
- E. All employees who use sick leave shall be required to complete a sick leave form indicating the legitimacy and the reason for use of sick leave.

- F. All employees having any serious contagious disease in their families which is or may potentially be subject to being quarantined shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.
- G. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family shall be defined as: mother, father, sister, brother, spouse, child or other person with familial relationship living at the employee's residence.
- H. Employees failing to comply with sick leave rules and regulations shall not be paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.
- I. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on a job he or she can perform or on sick leave or disability separation. The cost of such examination shall be paid by the Employer.
- J. Employees may be granted up to three (3) days of sick leave to make arrangements for, and attend the funeral of an immediate family member, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, or son-in-law. Any employee requesting sick leave in accordance with this section must provide verification of the funeral and may be required to verify the claimed relationship.

If additional time is required, the employee may request, and the Employer may authorize on a case-by-case basis, the use of a designated amount of additional vacation, sick leave, or compensatory time.

Section 20.5. At the time of their retirement, employees shall receive a cash payment of one-fourth (1/4th) their accumulated, but unused, sick leave credit figured on a maximum accumulation of one hundred sixty (160) days. Employees with twenty-five (25) years of service or more shall receive a cash payment of one-half (1/2) their accumulated, but unused, sick leave credit figured on a maximum accumulation of one hundred forty (140) days. The maximum permissible pay out under this Section shall be seventy (70) workdays. Such payment will be based on the employee's rate of pay at the time of retirement and shall be received within thirty (30) days following the date of retirement, provided the employee notifies the Sheriff in writing on or before his date of retirement. In the event of death of an employee, the payment will be made to the employee's beneficiary or to the employee's estate. Any payment made to an employee under this Section reduces the employee's sick leave balance to zero for the purposes of any potential reemployment after retirement.

Section 20.6. All bargaining unit employees who do not utilize any sick leave in the calendar year six (6) month periods between January 1 and June 30 and/or July 1 and December 31st of

any calendar year, shall earn an additional vacation leave day for each of the referenced six (6) month periods that no sick leave is utilized.

Section 20.7. While absent from work due to an illness or injury employees are expected to remain at home caring for themselves or family member's illness or injury, or at a place which administers medical attention (hospital, doctor's office, clinic, etc.) and be able to document any absences from home. The Sheriff or designee may waive the requirements contained in the preceding sentence upon submission of a proper document from the employee's physician. Such waiver shall not be unreasonably withheld. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized Employer representative. Any sick leave utilized for purposes of additional leave to attend a funeral shall not be counted against an employee's ability to earn an additional vacation day, as discussed above.

ARTICLE 21

LEAVES AND LEAVES OF ABSENCE

Section 21.1. Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

- A. **Medical Leave.** A physically incapacitated employee may request a medical leave. A medical leave may be granted for a period of up to eighteen (18) months (WHICH INCLUDES FAMILY AND MEDICAL LEAVE) when the medical disability continues beyond accumulated sick leave rights and provided the employee is either:
1. Hospitalized or institutionalized;
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 3. Is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer.

It is the employee's responsibility to request a medical leave and such leave is not granted automatically when the employee's sick leave has expired. Time spent on disability leave AND/OR FAMILY AND MEDICAL LEAVE prior to a disability separation shall be considered part of the eighteen (18) month time period.

- B. **Educational Leave.** An educational leave without pay may be granted, at the sole discretion of the Sheriff, for a maximum period of two (2) years for purposes of education, which would be of benefit to the Sheriff's Office by improved performance at any level; or for voluntary service in any governmentally sponsored program of public betterment. An employee shall submit to the Sheriff pertinent information relating to the education for which the education leave is requested. Any employee granted leave under this section, shall not accrue seniority during the time of the approved leave.

Section 21.2. Family and Medical Leave (FML).

- A. It is intended that this Article comply with the Family and Medical leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Article. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

Section 21.3. Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

- A. **Jury Duty Leave.** The paid leave of absence shall be only for the time occurring during the employee's normal working hours, in which the employee is required to serve in such capacity. A fee or expense reimbursement paid to an employee for serving on any municipal, county, or federal jury, shall be remitted to the Employer and said employee's regular pay shall be paid without deduction for all time spent on jury duty. All employees having served on jury duty and having been released therefrom eight (8) hours or more prior to the beginning of their scheduled shift shall report to work as scheduled.

The Employer shall not pay an employee who appears in court for criminal or civil cases, when the employee is plaintiff, defendant, when such appearance is not directly job-related, or when appearing before any court when such appearance is related to the employee's personal matters such as, traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. The employee's absences would be leave without pay or may be charged to the employee's accumulated but unused paid leaves, excluding sick leave.

- B. **Military Leave.** Military leave shall be provided and paid to employees as required by federal and state laws and regulations governing state and federal military leave. The benefits and compensation afforded to bargaining unit employees shall not be less than that provided by such federal and state laws and regulations.

Employees on military leave with full pay shall continue to accrue paid leave benefits while they remain in active pay status. Employees on other types of military leave shall continue to accrue seniority but shall not be eligible for any employer provided benefits during such military leave period except as required by law.

- C. **Injury Leave.** Injury leave shall be granted to employees for each injury incurred in the performance of employment duties with the Employer for a period not to exceed one hundred eighty (180) working days, provided that the following procedures are followed:

1. In all cases of personal injury to any regular full-time Department employees as a result of the performance of employment duties, the employee shall immediately complete an accident/injury investigation form and shall report such injury to the Sheriff immediately to ensure that a claim is filed with the OIC for Workers' Compensation benefits. "Immediately" shall be defined as not less than twenty-four (24) hours after the employee was injured, or as soon as practicable if an extenuating circumstance prevented the employee from complying with the filing requirement.

2. In order to be eligible for injury leave, pursuant to this Article, the employee must cooperate in filing a claim for Worker's Compensation, medical coverage only. Any employee who files a claim with Worker's Compensation for lost time wages shall not be eligible for injury leave.
 3. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the injured employee was off on leave as a result of said injury and if the proper documentation is submitted to the Sheriff or his designee. This documentation will include, but not be limited to, a statement from the employee's physician, and any necessary OIC forms and other documents as may be required by the Employer. In the event that the OIC determines that the injury is not employment related, any time the employee is, or has been absent from work shall be deducted from the accrued sick leave or other earned leaves.
 4. During the period of time an injured employee is being paid under this Article, all normal benefits given to regular full-time bargaining unit employees shall remain in force with no deductions to earned sick leave and/or vacation time.
- D. Light duty work with the Sheriff's Office may be assigned at the sole discretion of the Sheriff to a temporarily disabled employee. Such assignments by the Sheriff or denial of the same shall not be exercised in an arbitrary or capricious manner. Disputes over an employee's physical ability to perform said light duty shall be resolved by medical examination by a qualified medical professional selected and paid for by the Sheriff.

ARTICLE 22

HOLIDAYS

Section 22.1. All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

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

The payment for the holidays referenced above that have been earned in accordance with this Article shall be paid with the last paycheck of November of each year of the Agreement. Any holidays that occur after the last pay of November shall be included in the paycheck that coincides with the pay period in which the holiday was earned, in accordance with this Article.

Section 22.2. Employees shall be paid time and one-half for all hours worked on any of the Holidays set forth above, in addition to the Holiday pay referenced in Section 22.1. This payment shall be made during the pay period in which the Holiday occurs.

Section 22.3. Employees must either work their regularly scheduled shift or be on approved leave of absence other than sick leave on the day of a Holiday, the day before and the day after a Holiday in order to be eligible for Holiday pay for that particular Holiday.

ARTICLE 23
VACATIONS

Section 23.1. Vacation Crediting. All full-time employees will be entitled to vacation leave with pay as follows:

<u>Years of Service</u>	<u>Biweekly Rate</u>	<u>Annual Rate</u>
After one year	3.1 hours	80 hours – 2 weeks
Eight or more years	4.6 hours	120 hours – 3 weeks
Fifteen or more years	6.2 hours	160 hours – 4 weeks
Twenty or more years with Auglaize County	7.7 hours	200 hours – 5 weeks

Vacation leave shall accrue at the above rates of appropriate hours each biweekly pay period.

Section 23.2. Vacation Usage. An employee shall have the right to take vacations according to his/her classification seniority, subject to the scheduling requirements of the department and in accordance with the selection procedure of Sections 23.4 and 23.5 of this Article.

Section 23.3. Non-Pre-scheduled Vacations. An employee requesting a vacation must submit his request to his immediate supervisor at least two (2) workdays prior to commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

Section 23.4. Vacation Scheduling. The order of selecting a vacation shall be by classification seniority. No more than two (2) employees covered hereunder on each respective shift in different classifications nor more than one (1) employee per shift in a single classification shall be permitted vacation leave at any one time unless authorized by the Employer. Not less than four (4) hours of vacation leave shall be taken on any one day.

Section 23.5. Vacation Accumulation. Except as permitted below, effective upon the implementation of this Agreement, employees shall only be permitted to carry over three (3) years' accrual. The remainder shall be taken between the year in which it was accrued and the employee's next anniversary date of employment. Vacation credits are not earned while an employee is in a non-paid status (i.e., non-paid disability leave, leave of absence without pay, leave of absence due to Worker's Compensation injury, disciplinary suspension, etc.).

Section 23.6. Recall to Duty. Employees on vacation may be recalled to duty only for true emergency situations.

Section 23.7. Holidays Occurring During Vacation. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave. However, no vacation leave, whatsoever, may be granted on Christmas Eve, Christmas Day, New Year's Eve and/or New Year's Day.

Section 23.8. Separation Pay. Subject to Section 23.5, upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation but in no event more than three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

**ARTICLE 24
INSURANCE**

Section 24.1. The Employer shall continue to pay for and provide Health Insurance coverage and benefits for bargaining unit employees pursuant to the same terms and conditions as for all Auglaize County employees generally.

Section 24.2. The Employer agrees to maintain and provide a Section 125 Plan.

Section 24.3. Advisory Health Care Review Committee. The Employer agrees to meet with the bargaining unit to review health care questions. The bargaining unit shall designate two (2) representatives to meet annually with the Employer's representative(s) to discuss issues of concern with the County's health care plan. The bargaining unit designees will be responsible for dispensing information from this meeting back to the membership.

**ARTICLE 25
WAGE SCHEDULE**

Section 25.1. Effective the first full pay period following January 1, 2017, the following wage and pay steps shall be effective:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Correction Supervisor	\$27.44					
Correction Officer	\$17.50	\$20.87	\$23.16	\$23.88	\$24.63	\$25.39

The above wage scale represents a 3% increase for Correction Officers and a 3% increase for Correction Supervisors.

Section 25.2. Effective the first full pay period following January 1, 2018, the following wage and pay steps shall be effective:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
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Correction Supervisor	\$28.26						
Correction Officer	\$18.03	\$21.50	\$23.85	\$24.60	\$25.37	\$26.15	

The above wage scale reflects a 3% wage increase for Correction Officers and a 3% increase for Correction Supervisors.

Section 25.3. Effective the first full pay period following January 1, 2019, the following wage and pay steps shall be effective:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Correction Supervisor	\$29.11					
Correction Officer	\$18.57	\$22.15	\$24.57	\$25.34	\$26.13	\$26.93

The above wage scale reflects a 3% wage increase for Correction Officers and a 3% increase for Correction Supervisors.

Section 25.4. Employees in the classification of Correction Officer shall be assigned to the appropriate pay steps and wage rates based on the length of continuous service in the classification as follows:

Step 1 – Starting Wage Rate

Step 2 – After completion of one (1) year service in the classification

Step 3 – After completion two (2) years of service in the classification

Step 4 – After completion of three (3) years of service in the classification

Step 5 – After completion of four (4) years of service in the classification

Step 6 – After completion of five (5) years of service in the classification

Section 25.5. The Employer agrees to pick up through the salary reduction method the contributions of bargaining unit employees to the Public Employees Retirement System (PERS).

Section 25.6. Any employee required to serve in the capacity of shift supervisor because of the absence of the regular supervisor, shall receive acting supervisor pay at the same rate of pay as the Supervisor who is absent for all hours served in that capacity.

ARTICLE 26
DRUG/ALCOHOL TESTING

Section 26.1. Drug/alcohol testing shall be conducted on all prospective employees prior to hire and may be conducted on all current employees for reasonable suspicion, random or post incident. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. 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;
- B. A pattern or abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.
- G. For purposes of this Article, the following definitions shall apply:

Post Incident Testing: As soon as is practicable following: (a) an accident in which a fatality occurs, or (b) an accident in which an injury is treated away from the scene and the employee receives a citation for a moving violation arising from the accident, or (c) an accident in which a vehicle is required to be towed from the scene and the employee receives a citation for a moving violation arising from the accident; the driver shall be, if ordered, tested for alcohol and controlled substances. The Employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and after 32 hours for controlled substances.

Random Testing: A minimum number of employees (currently 25% for alcohol and 50% for controlled substances) annually will be randomly selected using a scientifically valid method, which shall be controlled by the vendor, in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When an employee is selected for testing, he/she shall cease doing the safety-sensitive function and proceed to the test site immediately.

Section 26.2. Initial tests shall be made by a medial professional or institution qualified to administer such tests. Confirmatory drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National

Institute of Health. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. A split sample shall be collected for testing in the case of an initial positive test result. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 26.3. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence; except that the tests conducted under this contract shall not be for law enforcement purposes. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 26.4. 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. A representative from the bargaining unit shall have a right of access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 26.5.

- A. If a drug screening test is positive, a confirmatory test shall be conducted of the split sample.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the second test contradicts the result of the first test, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 26.6. If after the testing required above has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days 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 shall be returned to his former position. Such employee may be subject to random, periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. 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 ninety (90) days. Should the Sheriff, in his discretion, allow an employee to participate in rehabilitation, such decision should not be precedent setting for future cases.

Notwithstanding the above, any employee who has a positive drug test pursuant to this article for illegal drugs, and/or abuse of legally prescribed drugs, shall be terminated from employment. In such case, the employee shall be afforded a predisciplinary conference in accordance with Article 10, herein. Further, in such case, the termination may be grieved pursuant to the grievance and arbitration provisions of this agreement, Article 9; however, in such case, the grievance of the termination shall be based upon matters of process and/or merit but shall not be based on the severity of the discipline imposed.

Section 26.7. If the employee refuses to undergo a required rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year 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 26.8. 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 26.9. The Employer may conduct up to eight (8) tests on an employee during the one (1) year period after the employee has successfully completed a rehabilitation or detoxification program as provided above.

Section 26.10. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program as a result of a positive drug test result indicating abuse of legally prescribed medication to any employee more than once.

Section 26.11. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with State and/or Federal law. Pursuant to H.B. 223, an employee who refuses or fails a drug/alcohol test based on reasonable suspicion may be ineligible for any applicable benefits from the Bureau of Workers' Compensation (BWC).

ARTICLE 27 **SEVERABILITY**

Section 27.1. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or portion shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 28 **WAIVER IN CASE OF EMERGENCY**

Section 28.1. In case of a publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the Auglaize

County Sheriff, or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

- A. Time limits for management's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 28.2. Upon termination of the emergency, should valid grievances exist, 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.

ARTICLE 29

WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 29.1. No section of the Ohio Revised Code Section 124.01 through 124.56, 325.19, 9.44 and 4111.03 shall apply to employees of the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as specifically required by Ohio Revised Code 4117.08(B).

ARTICLE 30

EMPLOYEE RIGHTS

Section 30.1. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions will be the basis of such a charge. However, GARRITY warnings shall be given to the employee before he is ordered to participate in any investigation where applicable.

Section 30.2. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interviewing sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. Such sessions shall not normally be tape recorded, however, in the event the Employer elects to record the session, the employee may also record such session.

Section 30.3. An employee will be informed of the nature of any investigation of himself at that time prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 30.4. An employee may reasonably request an opportunity to review his personnel file, and add memoranda to the file clarifying any documents contained in the file. The employee shall submit said memoranda to the Sheriff or designee for addition to the employee's personnel file. A request for copies of items included in the file shall be honored. All items in an

employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

When a public records request is made to the Sheriff or Auglaize County to review or copy any part of an employee's personnel file, the employee shall be given notice of the request, when any such request was made, and the name of the person or entity making the request (if such is known). Such notice shall be given to the employee at the time of the request. The notification requirements of this paragraph shall not apply in those situations where a records request is made by a public agency pursuant to a criminal investigation, i.e., an investigation regarding an employee's alleged violation of crime(s) identified in Title 29 of the Ohio Revised Code.

Section 30.5. There may be no disciplinary action commenced and no disciplinary action may be taken by the Sheriff as a result of an anonymous complaint, unless a subsequent investigation discloses credible corroborative evidence in support of the complaint.

Section 30.6. No employee shall be required to take a polygraph examination, voice stress analysis or any similar test as a condition of retaining employment, nor shall an employee be subject to discipline for refusal to take such a test.

ARTICLE 31 **UNIFORMS AND EQUIPMENT**

Section 31.1. The Employer shall provide, at the same level as provided as of the effective date of this Agreement, uniforms and equipment for those bargaining unit employees required by the Employer to wear a specific uniform. A list of all required uniform and equipment items is expressly set forth below. The Sheriff shall determine the appropriate uniform, if required to be worn by the employee, and employees shall be required to be in proper uniform upon reporting for duty.

Required Uniform and Equipment Items

<u>Item</u>	<u>Quantity</u>
Pants	7
Shirts	11
Shoes	Unlimited Per Contract (maximum of \$ 185.00)
Flashlight (small and large with mag lightholders)	1 Each will be made available to employees to use on an as-needed basis
Handcuffs, Case, and Handcuff Key	1 Each will be made available to employees to use on an as-needed basis
Coat or Jacket	1 Each will be made available to employees to use on an as needed basis
Black Belt	1
Keyholder	1

Section 31.2. Uniforms and required equipment items sufficiently damaged or worn out in the line of duty shall be immediately replaced at no cost to the employee and the employee shall return the damaged or worn out uniform or equipment to the Employer upon receipt of the replacement item upon the Employer's request.

ARTICLE 32
PROMOTIONS

Section 32.1. Vacancy Determination. The Employer retains sole discretion to determine which positions are vacant, when they shall be considered vacant, which vacancies it will fill and when it will fill them. When a position becomes vacant, the Employer will decide to fill the vacancy or not fill the vacancy within thirty (30) calendar days.

Section 32.2. Filling of Vacancies. The parties agree that promotional appointments shall be filled in accordance with this Article. The provisions of this Article supersede and replace the provisions of O.R.C. Chapter 124 and its accompanying regulations.

Section 32.3. Posting of Vacancies. Whenever the Employer determines that a permanent vacancy exists for a promotional position, a notice of such vacancy shall be posted on the employees' bulletin board for fifteen (15) calendar days. During the posting period any employee with at least two (2) years seniority wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or that do not meet the minimum qualifications for the job.

The assigned reading list of the books and materials from which the examination will be constructed will be posted along with the posting of the vacancy. These books and materials to be utilized in the examination process and where to obtain copies of them will also be posted. The Employer will allow at least forty-five (45) days from the time the vacancy is initially posted until the examination is conducted to permit adequate preparation time for the examination.

Section 32.4. Examinations for promotion must be competitive, and no such examinations will be administered unless there are at least two (2) applicants.

ARTICLE 33
USE OF PART-TIME EMPLOYEES

Section 33.1. All part-time Correction Officers utilized shall be certified under the laws of the State of Ohio and properly trained and qualified pursuant to the standards existing in the Auglaize County Jail.

Section 33.2. Any proven violation of the overtime-related provisions of this Agreement will be remedied by granting the next full-time employee on the overtime list the next available overtime opportunity of any type. Additionally, in the event of a patterned or intentional failure to comply with the procedure for assignment of overtime, the matter will be subject to an additional award of two (2) hours pay to the employee denied the overtime.

Section 33.3. At no time shall the number of part-time Corrections Officers on duty exceed the number of full-time Corrections Officers on duty.

Section 33.4. No money shall be expended by the Employer to train part-time Officers at outside agencies except where the training is mandated by the State of Ohio, until all regular Officers who have not had the training are first offered this same training opportunity, unless the part-time officer is being trained in an area for which the part-time officer already possesses a special skill or area of expertise in which the training opportunity is being offered.

ARTICLE 34
DURATION OF AGREEMENT

Section 34.1.

- A. This Agreement shall be effective September 1, 2016 and shall remain in full force and effect until 12:00 Midnight, August 31, 2019. Written notice of the intent to negotiate a successor Agreement shall be given no earlier than 90 calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations with two (2) calendar weeks upon receiving notice of intent.
- B. 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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement supersedes all previous agreements (either written or oral) between the Sheriff, its employees, and the Union.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this September 22, 2016.

FOR THE AUGLAIZE COUNTY
SHERIFF:



Allen F. Solomon
Sheriff

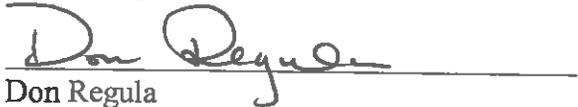
FOR THE AUGLAIZE COUNTY
COMMISSIONERS:



John Bergman



Douglas Spencer



Don Regula

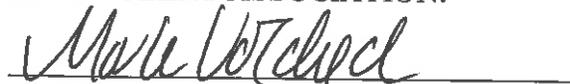


Edwin A. Pierce, Prosecuting Attorney



Erica Preston,
Auglaize County Administrator

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION:



Mark Volcheck,
Labor Counsel



Keith Williams,
Bargaining Committee Member



Chris Miller,
Bargaining Committee Member