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AGREEMENT

BETWEEN

THE AUGLAIZE COUNTY SHERIFF

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

2016-MED-06-0657(Dispatchers)
2016-MED-06-0659 (Deputy Sheriff)
2016-MED-06-0658 (Sergeants)

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. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include all employees included in the bargaining unit, described in the State Employment Relations Board's Case Numbers 99-REP-08-0189 (Dispatchers), 99-REP-09-0223 (Deputy Sheriffs), 99-REP-12-0276 (Sergeants). For the purposes of this Agreement, the bargaining units are deemed as follows:

All Full-Time Dispatchers
All Full-Time Sergeants
All Full-Time Deputy Sheriffs below the rank of Sergeant

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 bargaining unit employee in any of the above listed bargaining units, 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 any of the bargaining units. 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's 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's Office, its employees, and its service to the citizens of Auglaize County, Ohio, consistent with the provisions of this Agreement. Such management rights 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's 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.

Section 3.3. All employees shall obtain the approval of the Sheriff prior to engaging in any off-duty employment which may require the exercise of his or her authority as a law enforcement officer.

ARTICLE 4
UNION REPRESENTATION

Section 4.1. 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 4.2. 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 4.3. 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 4.4. Rules governing the activity of the Union representatives are as follows:

A. The representatives must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities;

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 notifying the supervisor 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 supervisor of the area in which Union activity is being conducted or upon the reasonable order of the Union representative's immediate supervisor. 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 will be scheduled to resolve the matter prior to initiating any disciplinary action.

Section 4.5. 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 Sheriff's Office, upon receipt of the ten (10) days advance written notification by the Local Director.

Section 4.6. 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 4.7. 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 Sheriff's Office, 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 Section 4.7., Subsection A and Article 16, 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 4.8. 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 upon such removal notify the union. Union notices 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 5
NO STRIKE — NO LOCKOUT

Section 5.1. 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 terms of this Agreement or any extensions thereof.

Section 5.2. 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 5.1 of this Article.

Section 5.3. 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 5.4. 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 6
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 6.1. 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 6.2. 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.

Section 6.3. 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 6.4. 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 6.5. 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 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. 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 7.2 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 7.2. 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 8
GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It 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. This grievance procedure shall be the sole and exclusive procedure for processing disputes under this Agreement.

Section 8.2. 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 (5) working 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 8.3. 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 8.4. 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 8.5. 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 his immediate supervisor. 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 immediate supervisor shall investigate the matter and provide an appropriate answer within five (5) working days following the day on which the supervisor was presented the grievance.

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 (1) 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 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 9
DISCIPLINE

Section 9.1. 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 9.2. 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 9.3. 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 9.4. 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 9.5. An employee shall be given a copy of any written reprimand, or other written disciplinary action entered on his personnel record.

Section 9.6. 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 9.7. 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 9.8. 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. This provision shall not prohibit the issuing of disciplinary action.

Section 9.9. All grievances involving disciplinary action of a suspension, demotion, or dismissal shall be filed directly at Step 2 of the Grievance Procedure.

Section 9.10. 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 9.11. 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 9.12. The parties agree that the provisions of this Discipline Article specifically supersede the provisions of R.C. 124.34.

ARTICLE 10
SENIORITY

Section 10.1. Total seniority is the employee's total length of continuous full-time service with the Auglaize County Sheriff's Office.

Classification seniority is the employee's total length of continuous full-time service in a bargaining unit with the Auglaize County Sheriff's Office.

Section 10.2. An employee's total seniority and classification 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 10.3. The Employer will provide the Union with one (1) copy of a total seniority list and one (1) copy of the classification unit seniority list for each bargaining unit employee within fourteen (14) calendar days after the effective date of this Agreement and every one (1) year thereafter, showing the total seniority and classification seniority of each employee in the bargaining units. Any employee shall have ten (10) working days after the list is prepared and posted 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 10.4. Unless otherwise stated herein, 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 entrance examination shall prevail.

Section 10.5. Any employee in the Deputy Sheriff bargaining unit or Sergeant bargaining unit who is promoted to another classification within the Auglaize County Sheriff's Office may return to the 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 employee 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;

C. In the event that the former bargaining unit member voluntarily accepts a demotion back to the bargaining unit; or

D. In the event that the position to which the employee is promoted is abolished by the Employer.

Section 10.6. Any employee covered by this Agreement in either the Deputy or Sergeant bargaining unit who retires with a service retirement under the Public Employees Retirement System may be rehired by the Sheriff at the wage step that the employee was paid just prior to his or her retirement, including any subsequent across the board negotiated increases agreed to between the Union and the Sheriff. However, the retired and rehired employee will be considered a newly hired employee without prior seniority credit for all other purposes related to seniority as required by Section 10.2 above, including vacation and sick leave accruals and balances and layoff and recall.

ARTICLE 11
FILLING OF POSITIONS

Section 11.1. 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 bulletin 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 11.2. A vacancy is defined as a job opening as a result of a transfer, resignation, discharge, termination of employment, a newly created position, or an increase in the number of jobs available in an existing classification. Whenever the Employer determines it necessary to fill such vacancies, the vacancy shall be posted in accordance with this Article.

Section 11.3. All timely-filed applications shall be reviewed and the position shall be awarded to the most qualified in-house applicant in the same bargaining unit. If two (2) or more applicants in the same bargaining unit have equal qualifications, the position shall be awarded to the employee applicant with the greatest classification seniority. If both applicants have the same classification seniority, then the position shall be awarded to the applicant with the greatest total 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.

Section 11.4. If a current employee is awarded a non-tested position in the same classification, it should be effective within fourteen (14) calendar days. If the Employer is unable to fill the position within fourteen (14) days, the Employer will notify the Union.

ARTICLE 12
LAYOFF AND RECALL

Section 12.1. The parties agree that the layoff and recall provisions of this article specifically supersede the provisions of R.C. Section 124.321 through 124.328 as they apply to bargaining unit employees. Any layoff and recall shall be conducted in accordance with this article and Article 34 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 12.2. 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 total seniority among the remaining employees in the classification chosen for layoff by the Employer.

Section 12.3. Recall Rights. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which

A. Thereafter occur in their classification that the Sheriff decides to fill, in the order of their classification seniority (most senior employee recalled first); or

B. Thereafter occur in a lower rated classification within the Employer's bargaining unit work force for which the recalled employee is qualified by having State required certifications necessary to perform the work, in order of their total seniority (most senior employee recalled first) and provided the applicable collective bargaining agreement permits such a recall. [Section 12.3(B) applies to employees who were laid off from the classifications of Deputies and Sergeants only.]

Such vacancies in the classification of Dispatcher, Deputy Sheriff or Sergeant shall not be posted and filled from within, nor shall the Employer hire 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 12.4. Retention. Employees in the bargaining unit of Deputy Sheriff or Sergeant who bump into a lower rated classification will be paid at the same wage step level of the classification into which he bumps that is closest to the wage step level of the classification from which he is laid off.

Section 12.5. Recall Notice. Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within five (5) calendar days after receipt of recall notice or within 14 calendar days after the notice is sent shall constitute a forfeiture of an employee's right to recall.

Section 12.6. 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 13
HEALTH AND SAFETY

Section 13.1. The Employer and employees agree to maintain in safe working condition all facilities and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

Section 13.2. Adequate first-aid equipment will be provided.

Section 13.3. 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 14
SUBCONTRACTING OUT

Section 14.1. 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 15
WORK RULES

Section 15.1. 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 15.2. 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 15.3. 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 15.4. 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 15.5. 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 16
HOURS OF WORK

Section 16.1. 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 16.2. Scheduling of shifts and days off for employees shall be implemented in accordance with classification seniority and the operational demands of the Department. Senior employees by measure of classification seniority shall have preference when bidding under Section 16.3 below. The rotation of days off shall continue as is currently the practice.

Section 16.3. In order to facilitate changes of shifts and days off of employees, shifts will be bid upon every six (6) months.

Section 16.4. No employee in the Deputy or Sergeants bargaining units shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period, except in cases of emergency. No employee in the Dispatcher bargaining unit shall be required to work more than twelve (12) hours in a twenty-four (24) hour period except in cases of emergency.

Section 16.5. 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: the employee submits a written request signed by both employees to the Chief Deputy or designee for prior approval, the change does not interfere with the operation of the Auglaize County Sheriff's Office, the change does not result in the payment of overtime, and 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.

Exchanged time must be paid back within three (3) pay periods of the original exchange.

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

ARTICLE 17
OVERTIME

Section 17.1. 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 ($1/4^{th}$) 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 17.2. 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 two (2) hours pay at the applicable rate for each court date, including appearances before the grand jury.

Section 17.3. Payment for overtime hours shall be one and one-half (1-1/2) the employee's regular hourly rate.

Section 17.4. 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. Employees may not request compensatory time more than seven (7) days nor less than two (2) hours in advance of the intended usage. Not less than one (1) hours of compensatory time shall be taken on any one (1) day. The advance notice required may be waived upon the approval of the Chief Deputy or designee. Compensatory time shall be utilized at a mutually agreeable time. The utilization of compensatory time shall not be unreasonably denied and shall not result in the payment of overtime. Compensatory time may only be utilized in a situation where it would require the Sheriff to schedule overtime to fill the shift vacancy five (5) times per year. (The preceding sentence applies only to Sergeants and Deputies.)

Compensatory time for those five (5) days for Dispatchers require at least two (2) working days advance notice. The advance notice may be waived upon mutual agreement of the two (2) parties if the employee is able to fill the shift with another

qualified employee. The Dispatchers may not use these compensatory days on any day designated as a holiday under Article 21 of the Collective Bargaining Agreement.

ARTICLE 18
REPORT-IN AND CALL-IN WORK

Section 18.1. 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 18.2.

A. Dispatcher Overtime: Overtime shall be distributed as equitably as practicable. The Employer shall maintain an overtime list on the basis of employee seniority in order to determine which employees shall be scheduled for overtime opportunities.

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 by seniority. If the overtime opportunity is not accepted by any employee on the preceding shift by seniority it shall be offered as follows: 1) to all dispatchers on the shift subsequent to the shift on which the overtime opportunity exists by seniority; 2) if the overtime opportunity is a full shift, and it cannot be filled in the foregoing manner, it shall be offered in four (4) hour blocks to dispatchers on the previous and subsequent shifts by seniority. Finally, it shall be offered to off-duty dispatchers on the basis of seniority. If the overtime is still not filled voluntarily after exhausting the above procedure, it may be offered to qualified persons outside of the bargaining unit. Any vacancy still not filled will be filled by mandating employees on the prior and subsequent shift to each fill four (4) hours of the vacancy by reverse seniority.

Any overtime opportunity which is known to the Employer more than twenty-four (24) hours in advance shall, if possible, be posted and filled voluntarily by seniority. If there is insufficient time to post the overtime for voluntary sign-up it shall be offered to bargaining unit members by seniority and if it is not voluntarily filled it may then be offered to qualified persons outside the bargaining unit. Any overtime opportunity known to the employer for more than twenty-four (24) hours which remains unfilled after exhausting the foregoing procedure, shall be filled mandatorily by reverse seniority in four (4) hour blocks starting with the least senior persons on the shifts prior to and subsequent to the vacant shift.

B. Deputy Sheriff/Sergeant Overtime: 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 and then by the number of hours of overtime worked year to date (i.e., overtime offered to employee with least number of overtime hours worked on a rotating basis). If the overtime opportunity is not accepted by any employee on the off going shift, the overtime shall be offered to employees on the shift subsequent to the shift on which the overtime opportunity exists on a rotating basis by seniority and then by the number of hours worked year to date. If the overtime is not accepted by any person on the shift subsequent to the shift on which the overtime opportunity exists, then the overtime shall be offered to any remaining employees on a rotating basis by seniority and then by the number of hours of overtime worked year to date.

Any overtime opportunity which is known to the Employer more than twenty-four (24) hours in advance shall be offered on an equalized basis to an employee eligible to fill the position by utilizing the seniority list and then by 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 on the shift prior to and subsequent to the overtime opportunity to each work four hours. Any mandatory overtime opportunity less than a full shift shall be filled by mandating an employee who is present on the off going shift on an equalized basis.

Section 18.3. The schedule for all employees in the classification of Deputy Sheriff or Sergeant shall be posted thirty (30) days in advance. An employee in the classification of Deputy Sheriff or Sergeant scheduled to work a "double back" (i.e., two (2) non consecutive shifts in a twenty-four (24) hour period) shall be paid at the rate of one and one-half times his regular rate for those hours actually worked during the period of time within the second of the two shifts in the twenty-four (24) hour period.

ARTICLE 19
SICK LEAVE

Section 19.1. 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 19.2. 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 19.3. The unused sick leave of an employee shall accumulate on an unlimited basis.

Section 19.4. 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 sign a statement 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. 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.

The employee's immediate family for this purpose only shall be defined as: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, grandchild,

grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other person who stands in place of a parent.

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. In addition, a reasonable amount of sick leave may be utilized to attend the funeral of a relative not listed above.

Section 19.5. At the time of their retirement, employees with less than twenty-five (25) years of service shall receive a cash payment of one-fourth ($1/4^{th}$) 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) work days. 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 re-employment after retirement.

Section 19.6. All bargaining unit employees who do not utilize any sick leave in the calendar year six (6) month periods between January and June 30 and/or July 1 and December 31 of any calendar year, shall earn an additional vacation leave day for each of the referenced six (6) monthly periods that no sick leave is utilized. Use of sick leave for bereavement leave will not disqualify an employee from earning an additional day off under this section.

Section 19.7. 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. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized Employer representative.

ARTICLE 20
LEAVES AND LEAVES OF ABSENCE

Section 20.1. 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 Employer pertinent information relating to the education for which the educational leave is requested.

C. **Unpaid Personal Leave.** The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

D. **Authorization for Leave.** The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be arbitrarily denied. No leave of absence shall be granted for the purpose of working another job.

E. **Sick Leave Credit and Vacation Credit During Leave.** An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

F. **Abuse of Leave.** If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

G. **Reinstatement From Leave.** Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An

employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this Article.

Section 20.2. Family and Medical Leave (FML). 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 20.3. 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.

5. Transitional work assignments may be developed for employees unable to return to full-duty due to injury. These assignments may be developed and assigned at the sole discretion of the Sheriff. If approved by the Sheriff, said assignment shall be for a duration as determined by the Sheriff, shall comply with the work restrictions identified by a licensed physician, shall be in the Sheriff's Office, and shall be mandatory for the employee. The employee shall be entitled to all pay and benefits that he would be so entitled to as if he were working his regular bargaining unit position. Time on transitional work assignment shall not count against an employee's injury leave.

ARTICLE 21
HOLIDAYS

Section 21.1. 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
Christmas Day
Day After Thanksgiving

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 in 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. In order to be eligible to receive Holiday pay for each Holiday under this Section, the employee must work or be on approved paid leave other than sick leave on the employee's last regularly scheduled work day prior to and subsequent to the day designated as the Holiday.

Section 21.2. Employees shall be paid time and one-half for all hours actually worked on any of the Holidays set forth above, in addition to the Holiday pay referenced in Section 21.1. This payment shall be made during the pay period in which the Holiday occurs.

ARTICLE 22
VACATIONS

Section 22.1. Vacation Crediting. All full-time employees will be entitled to vacation leave with pay as follows:

Years of Service	Biweekly Rate	Annual Rate
After one year	3.1 hours	80 hours – 2 weeks
Eight years but less than fifteen years	4.6 hours	120 hours – 3 weeks
Fifteen years but less than twenty years	6.2 hours	160 hours – 4 weeks
Twenty or more years with Auglaize County and/or any political subdivision within 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 22.2. 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 22.4 and 22.5 of this Article, however, employees must work one (1) year before becoming eligible to take vacation and prior part-time employment may not be counted toward this one (1) year of ineligibility.

Section 22.3. Non-Prescheduled Vacations. An employee shall be granted vacation leave any time a request is submitted to his immediate supervisor at least fourteen (14) workdays prior to commencement of such leave. This provision may be waived at the discretion of the Employer. All vacation requests submitted with less than fourteen (14) days notice shall be granted if the employer is able to obtain coverage for the shift without mandating.

Section 22.4. Vacation Scheduling. The order of selecting a vacation shall be by classification seniority. No more than two (2) employees per classification covered hereunder on each

respective shift 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, unless otherwise approved by the Sheriff or designee.

Section 22.5. 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 22.6. Recall to Duty. Employees on vacation and/or compensatory time may be recalled to duty only for true emergency situations.

Section 22.7. Separation Pay. Subject to Section 22.5, 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.

Section 22.8. Any employee in the classification of Deputy Sheriff or Sergeant who retires and is rehired by the Sheriff does not maintain any prior seniority for the purpose of vacation accrual. However, any retired and rehired employee may utilize his or her vacation as it accrues.

ARTICLE 23
INSURANCE

Section 23.1. The Employer shall continue to provide and pay for Health Insurance coverage and benefits for bargaining unit employees pursuant to the same terms and conditions as for all Auglaize County employees generally.

Section 23.2. The Employer agrees to maintain and provide a Section 125 Plan.

Section 23.3. 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.

Section 23.4. The Employer agrees to provide a term life insurance policy for employees in the Deputy bargaining unit and employees in the Sergeant bargaining unit who have successfully completed one (1) year of service, in the amount of $10,000.00.

If possible, the Employer agrees to make available additional term life insurance to employees in the Deputy bargaining unit and employees in the Sergeant bargaining unit. The employees shall be responsible for the cost of such additional term life insurance.

ARTICLE 24
WAGE SCHEDULE

Section 24.1. Effective the first full pay period following January 1, 2017, the following wage and pay steps shall be effective:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant	$28.31	$28.80	$29.36			
Detective Sergeant	$29.03	$29.54	$30.10			
Dispatcher	$16.75	$18.50	$19.76			
Detective	$27.08					
Deputy Sheriff	$17.63	$22.19	$24.16	$24.88	$25.60	$26.29

The above wages represent a 2.5% increase for Deputies, a 2.5% increase for Sergeants, and a 3% increase for Dispatchers, subject to Section 24.8.

Section 24.2. Effective the first full pay period following January 1, 2018, the following wage and pay steps shall be effective:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant	$29.16	$29.66	$30.24			
Detective Sergeant	$29.90	$30.43	$31.00			
Dispatcher	$17.25	$19.06	$20.35			
Detective	$27.89					
Deputy Sheriff	$18.16	$22.86	$24.88	$25.63	$26.37	$27.08

The above wages represent a 3% increase for the Deputies, a 3% increase for the Sergeants, and a 3% increase for the Dispatchers.

Section 24.3. Effective the first full pay period following January 1, 2019, the following wage and pay steps shall be effective:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Sergeant	$30.03	$30.55	$31.15			
Detective Sergeant	$30.80	$31.34	$31.93			
Dispatcher	$17.77	$19.63	$20.96			
Detective	$28.73					
Deputy Sheriff	$18.70	$23.55	$25.63	$26.40	$27.16	$27.89

The above wages represent a 3% increase for Deputies, a 3% increase for Sergeants, and a 3% increase for Dispatchers.

Section 24.4. Employees 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 of service in the classification

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

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

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

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

Section 24.5. The Employer agrees to pick up through the salary reduction method the contributions of bargaining unit employees to the Public Employees Retirement System (PERS). The Union agrees that this method of "pick up" is one which requires no additional outlay of monies by the Employer.

Section 24.6. Effective upon implementation of this agreement, any employee in the Deputy Sheriff bargaining unit required to serve in the capacity of shift supervisor because of the absence of the regular supervisor, shall receive acting supervisor pay of an additional one dollar fifty cents ($1.50) per hour for all hours served in that capacity.

Section 24.7. Deputies and Sergeants Only. The Employer agrees to reimburse the cost of an individual membership to any fitness center for each bargaining unit member to a maximum reimbursement of $325.00 per year. For purposes of this paragraph, a year shall commence on September 1, and end on August 30. If an employee is on a family membership for any such facility, the Employer shall reimburse that portion of the family membership in the amount of facility's cost of an individual membership. Employees who fail to utilize the facility at least

sixty (60) times in a year (September 1 – August 31), shall not eligible for reimbursement for that year and shall not be eligible for reimbursement for the remaining duration of this collective bargaining agreement. Employees shall present the employer with proof of payment and participation for the year completed by September 15. Reimbursement shall be paid by separate check and without withholdings by the time of the first pay in October.

Actual time spent working out at such facilities shall be voluntary and shall be attended during non-work hours.

Section 24.8. Dispatchers Only. The base hourly wage for Step 3 Dispatchers shall be increased by $.05 per hour before applying the January 1, 2017 percentage adjustment. For clarification purposes, the $.05 increase is already reflected in the wage table provided in Section 24.1 above.

ARTICLE 25
DRUG/ALCOHOL TESTING

Section 25.1. 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 may be conducted on all current employees, except Dispatchers. 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. Bargaining unit employees randomly selected for an alcohol test, in accordance with this Article, shall normally not be required to submit to such testing during the employee's off-duty time, but may be required to submit to such testing upon their return to work.

Section 25.2. Initial tests shall be made by a medical 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 25.3. 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 of 0.04% shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 25.4. 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 25.5.

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 25.6. 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 9, herein. Further, in such case, the termination may be grieved pursuant to the grievance and arbitration provisions of this agreement, Article 8; 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 25.7. 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 25.8. 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 25.9. 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 25.10. 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 25.11. 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 26
SEVERABILITY

Section 26.1. 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 27
WAIVER IN CASE OF EMERGENCY

Section 27.1. 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 27.2. 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 28
EMPLOYEE RIGHTS

Section 28.1. 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 28.2. 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 28.3. 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 28.4. 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 his designee for addition to his 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 28.5. 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 28.6. 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 29
UNIFORMS AND EQUIPMENT

Section 29.1. The Employer shall provide all newly hired employees with uniforms and equipment at the same level as provided as of the effective date of this Agreement. In addition, for each employee in the Deputy and Sergeant bargaining units, the Sheriff shall provide each employee with threat level III A body armor manufactured by Safariland, Point Blank, Second Chance, or Protective Products, and shall replace said body armor at no cost to the employee consistent with the manufacturer's warranty/replacement schedule. Notwithstanding the above, the Sheriff shall initially provide and pay for any uniforms or equipment items required by him which were not provided at the time the employee was hired; and the Sheriff will provide any and all boots or shoes for bargaining unit employees, and/or sweaters for Dispatchers, up to a maximum of $185.00 during the term of this Agreement, provided that such equipment is in accordance with office policy. Further, each cruiser shall be equipped with a flashlight. In

addition, the Sheriff shall continue to provide and pay for dry cleaning of uniforms pursuant to the policy in existence on the effective date of this Agreement.

Section 29.2. Uniforms and required equipment items sufficiently worn out and/or damaged in the line of duty shall be immediately replaced at no cost to the employee and the employee shall return the damaged uniform or equipment to the Employer upon receipt of the replacement item upon the Employer's request. Firearms and radios will be replaced by the Employer at no cost to the employee on an as needed basis.

ARTICLE 30
PROMOTIONS

Section 30.1. 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, unless otherwise mutually agreed to.

Section 30.2. 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.

If a current employee is promoted and/or tested demoted to another position, his new pay rate will become effective immediately upon promotion/tested demotion to the position. The position should be awarded within 14 calendar days after the end of the test result posting period in accordance with this article. If the Employer is unable to fill the position within 14 days, the Employer will notify the Union.

Section 30.3. 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 five (5) years of continuous full-time service with the Auglaize County Sheriff's Office 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 30.4. Sergeant Promotions. The following procedure for promotion from the position of Deputy Sheriff, Detective, or voluntary demotion from Detective Sergeant to the position of Sergeant shall be used when the Employer determines that a position is vacant, in accordance with this Article, and the Employer intends to fill such vacancy.

1. Applicants must have a minimum of five (5) years of continuous full-time service as a Deputy Sheriff, Detective, or Detective Sergeant with this office prior to the posting date of the test. One (1) point is given for each full-time continuous full year of service with the Auglaize County Sheriff's Office up to ten (10) years. Maximum points is ten (10).

2. There will be no written test.

3. Employees demoted from the position of Sergeant or who voluntarily give up the position of Sergeant are not eligible for promotion for one (1) year. The year being from the date of demotion to the date of posting of promotional exam.

4. An oral board will consist of a five (5) person panel, two (2) appointed by the Sheriff and three (3) appointed from outside the office by a testing company hired by the Sheriff. The highest score obtainable is 90. The high score and the low scores are not counted. The remaining three (3) scores averaged — added, then divided by three (3) for the final oral score.

This score is then added to the seniority score for the final test score.

Each applicant will be asked the same questions or given the same scenario by the board.

Forty-five (45) days prior to the oral board the Sheriff will post a list of the needed reference material and where to obtain it.

Test results will be posted by the Sheriff within one (1) day of their receipt from the testing agency.

In the event of a tie score, the high score from the oral board will be added and become the final score. In the event of a second tie score, the low score is also added and becomes the final score.

This test is good for one (1) position only. Additional positions require additional tests.

Section 30.5. Detective Sergeant Promotions. Detective Sergeant positions will be awarded on appointment of the Sheriff based on the following requirements:

1. Currently employed as Deputy Sheriff, Detective, or Sergeant for Auglaize County Sheriff's Office for a minimum five (5) years and

2. Currently or formerly worked in position of Detective at the Auglaize County Sheriff's Office for a minimum of one (1) year

3. Or any equivalent combination of training or experience, which provides the required knowledge, skills, and ability.

4. Anytime a vacancy exists in the position of Detective Sergeant, a notice will be posted requesting a showing of interest from any qualified candidate. All qualified candidates will be considered for the position.

Section 30.6. Detective Promotions. The following procedure for promotion from the position of Deputy or voluntary demotion from Sergeant or Detective Sergeant to the position of Detective shall be used when the Employer determines that a position is vacant, in accordance with this article, and the Employer intends to fill such vacancy.

1. Applicants must have a minimum of five (5) years of continuous full-time service as a Deputy Sheriff, Detective Sergeant, or Sergeant with this office, prior to the posting date of the test. One (1) point is given for each full-time continuous full year of service with the Auglaize County Sheriff's Office up to ten (10) years. Maximum points is ten (10).

2. There will be no written test.

3. Employees demoted from the position of Detective, or who voluntarily give up the position of Detective, are not eligible for promotion for one (1) year. The year being from the date of demotion to the date of posting of promotional exam.

4. An oral board will consist of a five (5) person panel, two (2) appointed by the Sheriff and three (3) appointed from outside the office by a testing company hired by the Sheriff. The highest score obtainable is 90. The high score and the low scores are not counted. The remaining three (3) scores averaged — added, then divided by three (3) for the final oral score.

This score is then added to the seniority score for the final test score.

Each applicant will be asked the same questions or given the same scenario by the board. Forty-five (45) days prior to the oral board the Sheriff will post a list of the needed reference material and where to obtain it.

Test results will be posted by the Sheriff within one (1) day of their receipt from the testing agency.

In the event of a tie score, the high score from the oral board will be added and become the final score. In the event of a second tie score, the low score is also added and becomes the final score.

This test is good for one (1) position only. Additional positions require additional tests.

ARTICLE 31
TRAINING

Section 31.1. In the interest of having the best trained Department possible, all dispatchers may be entitled to attend available training programs related to their field and the Employer shall make good faith efforts, within his discretion, to see that each dispatcher attends available

training. While attending training classes the bargaining unit member shall be entitled to all pay and benefits. Anyone so attending training classes shall be reimbursed for expenses pursuant to the Auglaize County travel policy.

ARTICLE 32
USE OF PART-TIME EMPLOYEES

Section 32.1. All part-time Deputy Sheriffs utilized shall be certified under the laws of the State of Ohio and properly trained and qualified pursuant to the standards existing at the Auglaize County Sheriff's Office for full-time Deputy Sheriffs. This Article shall only apply to employees in the classification of Sergeant.

Section 32.2. Before any full-time Sergeant may be laid off, all part-time Deputy Sheriffs shall first be laid off.

Section 32.3. Any proven violation of the overtime-related provisions of this Agreement will be remedied by granting the next full-time Sergeant 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 32.4. At no time shall there be more than two part-time Deputy Sheriffs on duty.

Section 32.5. No money shall be expended by the Employer to train part-time Deputy Sheriffs at outside agencies except where the training is mandated by the State of Ohio, until all full-time Sergeants who have not had the training are first offered this same training opportunity, unless the part-time Deputy Sheriff is being trained in an area for which the part-time Deputy Sheriff already possesses a special skill or area of expertise in which the training opportunity is being offered.

Section 32.6. The Sheriff may utilize part-time Deputy Sheriffs to transport prisoners, provide court security in addition to that already being provided by full-time Deputy Sheriffs and to supplement the work force any time a shift is not below minimum staffing. This use of part-time Deputy Sheriffs for these purposes may be done prior to offering overtime to full-time Sergeants, provided that the use of the part-time Deputy Sheriffs is not to fill vacancies created due to the absence of full-time employees.

ARTICLE 33
PROBATIONARY PERIODS

Section 33.1. 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. A probationary new hire employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

Section 33.2. Probationary employees shall not be eligible for promotion to any other position until have successfully completed their probationary period.

Section 33.3. Promotional Probationary Period. An employee promoted to the classification of Sergeant from the classification of Deputy Sheriff or promoted within either classification shall serve a promotional probationary period of 90 calendar days of service.

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

ARTICLE 34
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 34.1. 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 35
DURATION OF AGREEMENT

Section 35.1.

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 within 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 as of September 27, 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

Mike Peterson, Deputy Sheriff,
Bargaining Committee Member

SGT.
Brian Little, Sergeant
Bargaining Committee Member

Michelle Hunlock, Dispatcher
Bargaining Committee Member