



**AGREEMENT**

**Between**

**HANCOCK COUNTY SHERIFF'S OFFICE**

**and**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**Unit A - Deputy III, Unit B - Communications Officers, and Unit C - Sergeants**

**SERB CASE NO's. 2010-MED-11-1746  
2010-MED-11-1748  
2010-MED-11-1749**

**Effective March 8, 2011 – March 7, 2014**

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## **ARTICLE 1**

### **AGREEMENT**

**Section 1.1.** This Agreement, is by and between the HANCOCK COUNTY SHERIFF'S OFFICE, hereinafter "SHERIFF" or "EMPLOYER"; and Ohio Patrolmen's Benevolent Association hereinafter "OPBA."

**Section 1.2.** This Agreement is for the purpose of promoting mutual understanding and cooperation among the employees and between the employees, the OPBA and the SHERIFF, to the end that operations must be uninterrupted and duties faithfully performed by all parties.

**Section 1.3.** This Agreement supersedes and replaces all statutes which it has authority to supersede and replace. All provisions of Ohio Revised Code Chapter 124.01 through 124.56, Section 4111.03 and Section 325.19 are replaced by the provisions contained in this Agreement. Should any part of this Agreement be held invalid by operation of law or by a Court of competent jurisdiction, same shall not invalidate or effect the remaining portions. Upon written request by either party, the parties shall meet within fourteen (14) days of receipt of such written request to attempt to modify the invalidated provision or provisions.

**Section 1.4.** This Agreement constitutes the full agreement of the parties.

**Section 1.5.** Unless otherwise specifically provided herein no changes in this Agreement shall be negotiated during the duration of the Agreement unless there is a written accord by and between the parties hereto to do so. Any negotiated changes must be in writing and signed by the parties.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

**Section 2.1.** Neither the OPBA nor the SHERIFF shall discriminate against any employee in the bargaining units in a manner which would violate any applicable laws because of race, color, disability, national origin, age, sex, political affiliation, or military status.

**Section 2.2.** Neither the OPBA nor the SHERIFF shall interfere with the right of employees in the bargaining units to become or not become members of the Union or discriminate against such employees because of lawful union membership.

**Section 2.3.** The OPBA recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining units.

**Section 2.4.** 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.

## **ARTICLE 3**

### **RECOGNITION**

**Section 3.1.** The Sheriff recognizes the OPBA as the sole and exclusive representative in any and all matters relating to wages, hours, and other terms and conditions of employment and the resolution of questions arising under this Agreement for those employees included within the Bargaining Units hereafter described.

**Section 3.2.** It is understood that this Agreement is a multiple unit agreement, entered into voluntarily by the parties pursuant to Chapter 4117 of the Ohio Revised Code.

**Section 3.3.** There are established three (3) Units within this Agreement. The first Unit consists of all Deputy Sheriffs (Deputy III) (Case No. 07-REP-11-0161). The second Unit consists of all full-time Communication Officers (Case No. 07-REP-11-0159). The third Unit consists of all enforcement Sergeants (Case No. 07-REP-11-0160). All other positions, including those occupied by temporary, seasonal, or part-time employees not specifically included shall be considered excluded from these Bargaining Units. Notwithstanding the provisions of this Article, Management, confidential, supervisory, fiduciary, clerical, part-time, temporary, seasonal, corrections sergeants, corrections officers/deputy I, and employees in the unclassified service shall not be considered in the bargaining Units provided that such temporary, seasonal, or part-time employee shall not be used to fill any full-time Bargaining Unit vacancy.

**Section 3.4.** Reference throughout this Agreement to “bargaining unit members”, “members, or “employees” shall mean full-time employees within the Bargaining Unit, unless specified otherwise.

## **ARTICLE 4**

### **OPBA REPRESENTATION**

**Section 4.1.** The OPBA shall be permitted to construct, install, and maintain one OPBA bulletin board in the building from which the Sheriff’s Office operates. Such bulletin board shall be limited to a size of two (2) feet by three (3) feet. Only OPBA material will be permitted to be posted on this board. No material displayed shall contain libelous, scandalous, or derogatory attacks upon the Sheriff, the office, any county officials, or any employee. No OPBA materials shall be posted anywhere in the Employer’s facilities or on the Employer’s equipment except the bulletin board. No politically partisan materials shall be posted on the OPBA bulletin board or elsewhere.

**Section 4.2.** The OPBA will be permitted upon prior notification to the Sheriff, to place a ballot box in the facility at a location determined by the Sheriff which is readily accessible to bargaining unit members for the purpose of collecting members’ ballots on all OPBA issues subject to ballot. Such box shall be the property of the OPBA and neither the ballot box nor its contents shall be subject to the Employer’s review. Bargaining unit members shall not discuss OPBA business during the members’ working hours.

**Section 4.3.** The OPBA shall have the right to certify one (1) representative from the unit to participate in the grievance procedure as set forth in the Grievance Procedure, Article 11, of this

Agreement. If such representative is absent from work or otherwise unavailable the alternate representative shall serve in such capacity. One of the representatives so chosen shall be designated by the Local as the grievance chairperson. The Local shall notify the Sheriff, in writing, of the names of the grievance representative and the grievance chairman within five (5) workdays of their appointment.

**Section 4.4.** The OPBA representative, or alternate, if appropriate, may represent the OPBA or OPBA members in matters set forth in the grievance procedure, Article 11, of this Agreement. All times spent by an OPBA representative in such representation shall be on non-pay, non-work time, including the investigation or processing of grievances; but, attendance at grievance meetings where the Employer or his designee is present may be on paid work time.

**Section 4.5.** The OPBA may select one (1) negotiation committee member from each bargaining unit and in addition to the designated representatives, an OPBA attorney/staff representative selected by the OPBA's negotiation committee. When negotiations are held during a time when a negotiation committee member is regularly scheduled to work such representative shall suffer no loss in pay.

Those representatives not scheduled to work at the time of a negotiation session shall be on a non-paid basis for the first three (3) hours. Thereafter, for one-half (1/2) of the hours that he or she engages in bargaining directly with the Employer outside the employee's regular work period he or she shall be compensated at straight time wages. The parties shall attempt to schedule negotiation sessions so that it shall offer the least interference with work schedule time of the OPBA representatives.

**Section 4.6.** Duly elected or selected OPBA directors or alternates or an individual selected to attend a certified OPBA program or director's meeting who are in the bargaining unit shall be allowed reasonable time off-duty using vacation time or compensatory time to attend such functions provided it does not interfere with the operation of the Sheriff's Office and does not create a need for overtime by other employees in the same classification or can be resolved by a shift exchange by the affected employee.

**Section 4.7.** For the purpose of this Article, "workday" is defined as Monday through Friday, excluding holidays.

## **ARTICLE 5**

### **DUES AND FAIR SHARE FEES DEDUCTIONS**

**Section 5.1.** The Sheriff agrees that he will deduct from the first pay period of each month from each employee who certifies in writing on an authorization signed individually and voluntarily of his desire that such deductions be made, monthly dues or fees, when authorized by the OPBA. No deduction shall be made until the employee has completed one hundred twenty (120) days of employment. The signed authorization must be presented to the County Auditor's Office by the employee or the employee's designee.

**Section 5.2.** In the case of new employees, the first deduction will include the required initiation fee and/or dues. Notice of the amounts of the above deductions will be furnished to the Sheriff by the OPBA. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later.

**Section 5.3.** The Sheriff further agrees that the above deductions together with a list of the employees for whom the deductions are made will be forwarded to the Financial Secretary of the OPBA not later than the 27th day of each calendar month. Once dues are remitted to the OPBA, their disposition thereafter shall be its sole obligation and responsibility.

**Section 5.4.** The Sheriff shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the amount of the dues deduction.

**Section 5.5.** The Sheriff shall be relieved from taking such employee "check off" deductions upon termination of employment; transfer to a job classification other than one included in the bargaining units; lay-off from work; an agreed leave of absence; or written revocation of the check-off authorization given to the Sheriff's Office.

**Section 5.6.** The OPBA shall indemnify and hold the Sheriff's Office harmless from any and all claims, demands suits or other forms of liability that arise out of reason of action taken or not taken by the Sheriff for the purpose of complying with any of the provisions of this article or any errors or omissions by the Hancock County Auditor or his office.

**Section 5.7.** Deductions provided for in this Article are further subject to the procedures and regulations for the County Auditor and shall only be made during one pay period each month. In the event a deduction is not appropriately made for any OPBA member during any particular month, the Sheriff, upon written verification from the OPBA will make the deduction during the next pay period that union dues would normally be deducted, but only if the deduction does not exceed the total of two (2) months regular dues. Such claim of error must be submitted to the Sheriff not more than sixty (60) calendar days after the error was made.

**Section 5.8.** All dues deductions, at the Sheriff's option and upon ten (10) calendar days written notice by certified mail to the OPBA may be cancelled upon the termination date of this Agreement. All dues deductions for any month in which the OPBA members individually or collectively engaged in a work slow-down, or any concerted effort to interfere with public service, may be cancelled at the Sheriff's option upon twenty-four (24) hours notice to the OPBA.

**Section 5.9.**

- A. Bargaining Unit members who are not members of the OPBA shall, as a condition of employment, pay to the OPBA a fair share fee. The amount of the fair share fee shall be determined by the OPBA, but shall not exceed dues paid by members of the OPBA who are in the Bargaining Unit. Such fair share fees shall be deducted under and for the purposes set forth in Appendix A which is incorporated herein by reference. Such fair share fee shall be

certified by the OPBA to the Sheriff at such times during the term of this Agreement as necessary to be accurate. Such payments shall be subject to an internal OPBA rebate procedure meeting all requirements of state and federal law.

- B. For the duration of this Agreement, such fair share fees shall be automatically deducted by the Sheriff from the payroll check of each Bargaining Unit member who is not a member of the OPBA. The automatic deductions shall be made in the first pay period of each month and are subject to the regulations and procedures of the County Auditor. The Sheriff agrees to have the Hancock County Auditor furnish the Financial Secretary of the OPBA once each calendar month, a warrant to the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Bargaining unit members for whom said deductions are made.
- C. The automatic deductions shall be initiated by the Sheriff whenever a Bargaining Unit member who is not a member of the OPBA has completed his first one hundred twenty (120) days of employment.
- D. This section shall not require any employee to become or remain a member of the OPBA.
- E. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

**Section 6.1.** The OPBA recognizes the right and authority of the Sheriff to administer the business of the Sheriff's Office and to retain full right and responsibility to direct operations, to promulgate rules and regulations and to otherwise exercise the prerogatives of the management which are not specifically modified by this Agreement, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to reprimand, suspend, discharge, or discipline for just cause, the right to select, hire, promote transfer, assign, evaluate, layoff, recall, and to maintain order in the work force;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force and the organizational structure, including the right to layoff employees due to lack of work, lack of funds or abolishment of positions;

- E. To determine the hours of work, work schedules and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists and when and if a vacancy is to be filled, in accordance with the provisions of this Agreement. To determine the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To introduce new or improved work methods and to contract out for goods and services when necessary for economical and/or efficient operations;
- L. To restrict the activity of an employee organization on Sheriff's Office time.

**Section 6.2.** The Sheriff shall have the right to establish necessary classifications and to determine the duties to be included in all job classifications to meet the operational needs of the Sheriff's Office. The classifications used herein are for descriptive purposes only and do not guarantee their continued use by the Sheriff's Office.

**Section 6.3.** The OPBA recognizes and accepts that all rights and responsibilities of the Sheriff not specifically modified by this Agreement shall remain the function of the Sheriff. However, to the extent that management functions are limited or modified by the provisions of the Agreement, alleged violations are subject to the grievance procedure.

## **ARTICLE 7**

### **NO STRIKE/NO LOCKOUT**

**Section 7.1.** The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this Agreement, the OPBA and members of the bargaining unit shall not directly or indirectly authorize, accuse, engage in, sanction, interfere, assist in any sick call, work stoppage, strike, sympathy strike, slowdown or other unlawful interference which effects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike, slowdown or other unlawful interference, the OPBA will promptly do whatever it can to prevent or stop such unauthorized acts.

**Section 7.2.** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article is subject to discipline up to and including discharge by the Employer.

**Section 7.3.** During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

**Section 7.4.** 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 unlawful strikes.

## **ARTICLE 8** **WORK RULES**

**Section 8.1.** The OPBA recognizes and agrees that the Sheriff or his designee, in order to carry out his statutory mandates and goals, has the right to promulgate work rules, policies, procedures and directives consistent with statutory authority, and including the right to administer disciplinary action for violation of such rules, polices or procedures.

**Section 8.2.** All work rules, policies and directives shall be interpreted and applied uniformly to all bargaining unit employees to the extent that they may be similarly affected.

**Section 8.3.** It is agreed that where the Sheriff has determined that written work rules are necessary and to the extent that such work rules, polices or directives have been reduced to writing, the Sheriff will provide copies to the employees in advance of their implementation and each employee shall sign a receipt for his/her copy of the rules, polices or directives so presented. Work rules relating to safe practice procedures shall, in addition to being reduced to writing, be verbally communicated to each affected employee by the Sheriff.

**Section 8.4.** This Article shall not be interpreted in any manner to relieve an employee of his/her responsibility to follow normal and customary rules and procedures of good conduct and performance regardless of whether such rules or procedures have been reduced to writing.

**Section 8.5.** The Sheriff recognizes the right of the OPBA to discuss the reasonableness of any new or revised work rules, policy, procedure or directive promulgated by the Sheriff during the term of this Agreement.

**Section 8.6.** This issuance of work rules, policy, procedures or directive are not grievable. The application of such work rules, polices, procedures or directives is subject to the grievance procedure.

**ARTICLE 9**  
**HOURS OF WORK AND WORK SCHEDULE**

**Section 9.1.** The normal basic work schedule for Deputies (Deputy III) working road patrol, Enforcement Sergeants working road patrol and Communications Officers will be based upon eight (8) hours per day, eighty (80) hours per pay period. Bargaining unit members will be assigned to specific shifts on a five (5) day, two (2) consecutive days off rotating schedule, with six (6) month shift bids (Memorandum of Understanding October 17, 2005).

**Section 9.2.** The normal work schedule for deputies working Transport/Warrant will be based upon five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off with six (6) month shift bids (Memorandum of Understanding October 17, 2005).

The OPBA understands and agrees that the shift bidding procedure and vacation bidding procedure outlined in Article 19 be completed in a six (6) week time period. The six (6) week time period shall start with the publication and distribution of the new work schedule to the OPBA Representative. The bidding procedure shall start no earlier than three (3) months prior to the expiration of the current schedule unless agreed to by both parties (Memorandum of Understanding October 17, 2005).

**Section 9.3.** The normal work schedule for deputies working as Investigators, (which includes Sergeants and Deputy III's) will be permanent and will consist of five (5) consecutive eight (8) hour shifts with two (2) consecutive days off. The work hours for Investigators will normally coincide with court hours, however, if the Employer decides to open an investigator position for other than day shift, the position will be posted for job bids. If no one bids, the Employer may assign the least senior qualified investigator to the shift.

The OPBA recognizes that work requirements for the Deputy III assigned to the Drug Investigations (Findlay/Hancock County METRICH Drug Task Force) requires flexibility in hours of work.

The Deputy III currently assigned to the Drug Investigations (Findlay/Hancock County METRICH Drug Task Force) has agreed to work hours that coincide with the Findlay Police Department Drug Unit which is also assigned to the METRICH Drug Task Force.

With the consent of the Deputy III Drug Investigator, and for the effectiveness of the operation, the OPBA agrees with the fluctuation of hours of work to coincide with the Findlay Police Department Drug Unit (Letter of Understanding February 28, 2006).

The OPBA recognizes that the work hours requirements for the Deputy III assigned to the Directed Patrol position (letter of understanding) also requires flexibility in work hours that coincide with that assignment.

**Section 9.4.** The Sheriff expressly reserves the right to revise the start times for shifts two (2) hours either side of the current schedule without consultation or approval of the bargaining unit. Changes in excess of the two (2) hours may be made by the Sheriff with the approval of the bargaining unit.

**Section 9.5.** The Employer will develop an annual shift bid procedure which shall be administered by a member of the OPBA, who shall be designated by the OPBA.

**Section 9.6.** With respect to overtime, it is the intent of the Sheriff, consistent with the effective and efficient operation of the Sheriff's Office, to distribute in an equitable manner all overtime among all bargaining unit members. A newly hired employee will not be eligible for overtime until the Sheriff determines the employee is trained and ready for overtime assignments.

**Section 9.7.** For purposes of this section OVERTIME means working hours, or portions thereof, in excess of forty (40) hours per week. For purposes of determining an employee's eligibility for overtime, working hours will include actual work hours, vacation leave, compensatory time off and holiday leave, but will not include sick leave.

If a bargaining unit employee has at least a minimum balance of 250 hours of earned sick leave, working hours, for purpose of determining eligibility for overtime, will include sick leave hours.

**Section 9.8.** All overtime shall normally be offered in increments of eight (8) hour shifts, but may be offered in half shift increments or such shorter periods as required and any overtime shall be paid for the actual hours worked at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate. For the safety of all employees no employee shall work more regular time and overtime than would allow for him or her to receive eight (8) hours of rest in a consecutive twenty-four (24) hour period.

**Section 9.9.** With respect to overtime, it is the intent of the Sheriff consistent with the effective and efficient operation of the Sheriff's Office, to distribute in an equitable manner all scheduled overtime among all bargaining unit members. For purposes of this Agreement scheduled overtime is defined as overtime for which notice is given to the employee at least twenty-four (24) hours in advance, of such overtime.

The following is the manner in which scheduled overtime will be distributed among bargaining unit members.

- A. A list of all bargaining unit members for their classification shall be made up starting with the most senior member's name at the top of the list.
- B. When there is a need for scheduled overtime the above list will be referred to. The most senior member will be offered the duty first. If the same shall fall in his/her shift or if for any reason he/she is unable or unwilling to work the detail, the next member on the list is then to be contacted. This procedure will continue until the detail is filled by the desired number of members. Once a member accepts a detail it is his/her responsibility to see that the detail is worked.
- C. Upon the next requirement for scheduled overtime this list will again be referred to and the next member on the list below the name of the last member working a detail will then be contacted and so on until the detail is filled. When the last name on the list is used the procedure will be then to start again at the top of the list.

- D. Deputies and Sergeants: If, after the list has been totally exhausted and the manpower has not been obtained to fill the scheduled overtime the Sheriff or his designee shall then offer the available overtime to the Sergeants, starting at the top of the Sergeants' overtime list and continuing down the list in the same manner listed in paragraph C, until the overtime is filled. If after the scheduled overtime remains unfilled by going through the Deputies and Sergeants overtime lists, the Sheriff shall require that bargaining unit member(s) from the Deputies list, with the least seniority in the classification be required to perform the overtime.
- E. Communications Officers: If, after the list has been totally exhausted and the manpower has not been obtained to fill the scheduled overtime the Sheriff or his designee shall then offer the available overtime to the Deputies, starting at the top of the Deputies' overtime list and continuing down the list in the same manner listed in Paragraph C, until the overtime is filled. If after the scheduled overtime remains unfilled by going through the Deputies and Sergeants overtime lists, the Sheriff shall require that bargaining unit member(s) from the Communications Officer list, with the least seniority in the classification be required to perform the overtime.
- F. Contact or attempt to contact must be documented as to time and method of contact or attempt to contact. No answer or receiving an answering machine shall be considered a contact.
- G. Bargaining unit members may be assigned to make the overtime contacts.
- H. Once an employee accepts the overtime assignment, it is his/her responsibility to work that overtime.

**Section 9.10.** Bargaining Unit members within the same classification may request to exchange shifts or days off with another Bargaining Unit employee when such shift or day off exchange does not interfere with the operations of the Sheriff's office. Provided, however, that a shift or exchange may not be used for the purpose of personal enhancement of a member's ability for use of vacation, holiday or compensatory time which would adversely effect another employee's use of his or her vacation, holiday or comp time. A request for temporary, or exchange shall be submitted to the Sheriff for approval at least seven (7) days prior to the proposed change. No shift exchange shall be for more than twenty (20) working days in a twenty-eight (28) day schedule or for less than one (1) day minimum time. With respect to day off exchanges such exchanges will be subject to the trading employees being able to perform the work and such day off trades must be completed by the trading employees within the same work week, i.e., Sunday through Saturday. All shift or day off exchanges are subject to approval by the Sheriff or his designee.

**Section 9.11.** All bargaining unit employees working an eight (8) hour shift will have a paid thirty (30) minute meal break. All employees will be subject to be called from their meal break to active duty status should an emergency situation arise.

**Section 9.12.** It is understood an agreed that as servants of the public engaged in law enforcement it may be necessary from time to time to reassign unit members to serve in other than their regularly scheduled shifts and that it may be necessary to readjust an employee's schedule on a temporary

basis not to exceed twenty eight (28) days. All officers shall be required to respond to special temporary assignments or schedules as deemed necessary by the Sheriff. All changes in schedules will be posted thirty (30) days prior to changes unless an emergency or unforeseen condition exists in which event as much advance notice will be given as practicable.

**Section 9.13.** For purposes of this Article seniority shall be determined by the employee's time in classification, with the Hancock County Sheriff's Office.

**Section 9.14.** The shift bidding procedure described in this Article will be completed in six (6) week time period. The six (6) week time period shall start with the publication and distribution of the new work schedule to the Union. The bidding procedure shall start no earlier than three (3) months prior to the expiration of the current schedule unless agreed to by both parties.

**Section 9.15.** The Employer agrees not to force an employee in for overtime coverage when an employee is on a vacation day, or a regular day off that abuts a previously scheduled vacation day, except in an emergency, as determined by the Sheriff.

## **ARTICLE 10**

### **LABOR RELATIONS MEETINGS**

**Section 10.1.** In the interest of sound labor relations, upon notice by either party, on a mutually agreeable day and time, the Sheriff and his designee(s) shall meet with not more than five (5) representatives of the OPBA to discuss pending problems, exchange information and to promote improved labor relations.

**Section 10.2.** An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those OPBA representatives who will be attending. The purpose of such meeting shall be to:

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

**Section 10.3.** It is further agreed that if meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 10.4.** Employee/OPBA representatives attending Labor Relations meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.

**Section 10.5.** Labor Relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 11** **GRIEVANCE PROCEDURE**

The Sheriff and the OPBA recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances. Such procedure shall be available to all bargaining unit members and no reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

### **Section 11.1.** Definitions.

1. Grievance — a grievance shall be defined as any unresolved question or dispute regarding the interpretation and application of this Agreement.
2. Disciplinary Grievance — refers to a grievance involving a suspension, removal or a reduction in pay and/or position of a non-probationary employee.
3. Day — the word “day” as used in this Article means calendar day and time shall be computed by excluding the first day and including the last day, except when the last day falls on a Saturday, a Sunday, or a legal holiday, the act may be done on the next succeeding day which is not a Saturday, Sunday or legal holiday.

**Section 11.2.** All written grievances must contain the following information and must be filed using the grievance form mutually agreed to by the OPBA and the Sheriff.

1. Aggrieved employee's name signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with immediate supervisor.
4. Name of immediate supervisor with whom grievance was discussed.
5. Date grievance was filed in writing.
6. Date and time grievance occurred.
7. Where grievance occurred.

8. Description of incident giving rise to the grievance.
9. Articles and Sections of Agreement violated.
10. Desired remedy.

Any completed grievance form not containing the above information shall be returned to the grievant. The grievant shall have two (2) working days in which to submit a properly completed grievance form.

**Section 11.3.** A grievance under this procedure may be brought by any bargaining unit member who believes himself/herself to be aggrieved by a specific violation of this Agreement.

Where a group of bargaining unit members desire to file a grievance involving an alleged violation which affects more than one (1) member in the same way, the grievance may be filed by the OPBA provided that at least one (1) member so affected signs the grievance. Grievances so initiated shall be called class action grievances. The title on the grievance shall bear the name of the one (1) affected member plus the designation et al. Class action grievances shall be filed within ten (10) days of the date the incident giving rise to the grievance occurs or within ten (10) days after any grievant involved knows or should have known the facts giving rise to the grievance, but in no case later than twenty (20) days following the date of such facts. Class grievances shall be initiated directly at Step Two of the Grievance Procedure.

**Section 11.4.** When a decision has been accepted by the appropriate parties at any step of this Grievance Procedure, it shall be final and no further use of this Grievance Procedure in regard to that issue shall take place.

**Section 11.5.** The following are the implementation steps and procedure for the handling of grievances.

Preliminary Step. A member having a complaint shall first make Preliminary-Step notification to his/her immediate supervisor at the time the incident giving rise to the grievance occurs. The employee, with his Union representative, if he desires, and immediate supervisor shall attempt to resolve the complaint informally. Within three (3) days from the conclusion of the meeting, the immediate supervisor will advise the grievant of his/her decision and complete a standard form indicating that the Preliminary Step was conducted. If the member is not satisfied with the result of this informal meeting, he/she may pursue the formal steps which follow.

Step One — Division Supervisor.

1. When a member has a grievance for which his/her immediate supervisor's response in the Preliminary Step is unsatisfactory, he/she may then submit said grievance in writing to the division supervisor on the grievance form agreed upon by the parties. Such form must be submitted to the division supervisor within eight (8) days following the events or circumstances giving rise to the grievance or within eight (8)

days after the grievant knows or should have known the facts giving rise to the grievance, but in no case later than twenty (20) days following the date of such facts. The division supervisor shall date-stamp the form on the date of its receipt. Grievances submitted beyond the eight (8) day time limit shall not be considered.

2. Within five (5) days of his/her receipt of the written grievance, the division supervisor shall affix his/her written response to the form, date and sign his/her response, and return the original to the OPBA Grievance Chairman, and one (1) copy to the Sheriff or his designated representative. If the aggrieved member does not appeal his/her grievance to the Second Step of the Procedure, the grievance shall be considered to be satisfactorily resolved.

#### Step Two — Sheriff.

1. Should the member-grievant not be satisfied with the answer in Step One, within five (5) days thereafter, he/she may appeal the grievance to this Step Two by delivering or having delivered a copy of the grievance form, containing the written responses at the prior Steps and any other pertinent documents, to the Sheriff. The Sheriff shall date-stamp the form, accurately showing the date he received the form.
2. Within ten (10) days of his receipt of the grievance form, the Sheriff or his designee shall schedule and conduct a meeting to discuss the grievance with the grievant and his Union representative, if he so desires, if the Sheriff considers such a meeting necessary. The OPBA Grievance Chairman or his/her designee may attend this meeting, and he/she may represent the grievant if such representation is desired by the grievant.
3. Within seven (7) days of the meeting in this Step or within seven (7) days of his receipt of the written grievance if a meeting was not held, the Sheriff will submit to the Grievance Chairman and the member-grievant a written response.

Step Three — Arbitration. If the OPBA is not satisfied with the answer at Step Two, it may submit the grievance to arbitration under the provisions of Step Three of this Article.

1. Mutually Selected Arbitrator. Arbitration shall be commenced by notice presented to the Sheriff by the OPBA in writing within ten (10) days following the Sheriff's response to the grievance at Step Two of the Grievance Procedure. Should the parties be unable to agree upon a mutually selected arbitrator within ten (10) days, then the Federal Mediation and Conciliation Services shall be requested to submit a panel of nine (9) qualified arbitrators (Ohio) with National Academy of Arbitrators credentials from which one shall be selected. The parties shall strike names alternately with the party requesting arbitration striking the first name. Each party shall have the option to completely reject the list of names provided by the FMCS and request another list.

2. Witnesses. The Sheriff agrees to allow witnesses time off with pay to attend the hearing, if the hearing is held during his scheduled work.
3. Expenses.
  - A. All fees and expenses of the arbitrator will be equally divided between the parties.
  - B. If one (1) party desires a transcript of the proceedings, the total cost for such transcript shall be paid by the party desiring the transcript. If the other party desires a copy, then the total cost for such transcript shall be shared equally by both parties.
  - C. All other costs incurred by the parties will be paid by the party incurring the costs.
4. The parties may be represented by their representatives.
5. Arbitration Decisions. The arbitrator shall render his decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issues submitted to arbitration. If the arbitrator's decision awards payments of back wages covering the period of the employee's separation from the Sheriff's payroll, the amount so awarded shall be less any unemployment compensation and the arbitrator may further reduce the award by other earned wages from whatever source. The award shall not include the assumption an employee would have worked overtime during the period of separation from the Sheriff's payroll. The arbitrator's decision shall be final and binding upon the Sheriff, the OPBA and the employees. The Grievance Procedure shall be the exclusive method of resolving grievances.
6. Arbitration Limitations. Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the express language of this Agreement.
7. Subpoenas.
  - A. The arbitrator shall have authority to subpoena witnesses pursuant to Section 2711.06, O.R.C.
  - B. When the arbitrator determines that so many employees from the same facility have been subpoenaed that it would impede the ability of the Employer to carry out its mission or inhibit the Employer's ability to conduct

an efficient operation, he shall make arrangements to take the testimony desired in such manner as will not cause these problems.

- C. Where the intent of the parties in the formation of this Agreement is determined to be relevant, no more than one (1) member of the Bargaining Committee may be called as a witness by a party.
8. **Discovery.** Five (5) days prior to the start of an arbitration hearing under this Article, the parties shall deliver the names of all witnesses to each other.
9. **Arbitrability.** The first question to be placed before the arbitrator may be whether or not the alleged grievance is arbitrable, if either party so requests. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

**Section 11.6. Disciplinary Grievances.** A member with a grievance involving a suspension, demotion, or discharge shall file his grievance at the Step Two level within five (5) days of the notification of such action.

Disciplinary grievances shall be submitted to arbitration by written notice to the Sheriff within seven (7) days following the Step Two Decision.

Unless mutually agreed otherwise, arbitration involving suspension, demotions, or discharges shall be expedited to the extent possible. In the event the parties are unable to agree upon an arbitrator or the agreed arbitrator is unable to convene a hearing within sixty (60) days, the parties shall seek an alternate arbitrator by taking the last arbitrator struck from the list who can meet the scheduling requirements.

Probationary employees shall not file grievances regarding any disciplinary matter.

Disciplinary arbitration hearings will be conducted as all other arbitration except within thirty (30) days unless the parties agree otherwise of the close of the hearing, a written decision shall be issued, which shall include a statement of one (1) the granting of the grievance, or (2) a denial of the grievance, or (3) a modification of the discipline imposed, and a full explanation of the reasoning leading to the decision.

**Section 11.7.** Verbal and written reprimands may only be appealed to the next level of supervision.

**Section 11.8.** In each step of the Grievance Procedure outlined in this Article, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these plus the appropriate Employer representatives will be the only representatives in attendance at such meetings. However, it is understood by the parties, that in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure, it may be beneficial that other representatives or witnesses not specifically designated be in attendance. Therefore, it is intended that either party may bring additional representatives or witnesses to any meeting in the Grievance Procedure, but only upon advance mutual agreement among parties

specifically designated to attend providing such additional representatives have input which may be beneficial in attempting to bring resolution to the grievance.

Member-grievant and the OPBA representative will not receive overtime pay to engage in grievance activities provided herein; however, grievance meetings at Step Two and Three shall usually be held during normal working hours.

Bargaining unit members shall have the right to OPBA representation upon request at each Step of the Grievance Procedure, other than the Preliminary Step. The OPBA shall be the exclusive representative to the member in all matters pertaining to the enforcement of any rights of the member under the provisions of this Article.

**Section 11.9. Miscellaneous.** The member-grievant or the OPBA representative and the Sheriff may mutually agree, at any Step, to a short time extension, but such agreements must be in writing and signed by both parties. Any Step in the Grievance Procedure may be skipped by mutual consent, written, and signed by both parties.

Approved leave with pay shall constitute an automatic time extension to the member-grievant with respect to such days. In the absence of such mutual extensions, the grievance will, at any Step where response by the Sheriff is not forthcoming within the specified time limits, automatically be considered denied and submitted to the next successive Step in the Grievance Procedure. Should the member-grievant or OPBA fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the Sheriff and that decision will be final.

By mutual consent, the parties may waive a hearing and submit the issue on written material only, or by mutual consent, may alter any of the procedures set forth in this Article.

## **ARTICLE 12** **PROBATIONARY PERIODS**

**Section 12.1.** 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) year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

**Section 12.2.** A newly promoted or employee transferred between bargaining units will be required to successfully complete a probationary period for a newly appointed position. The probationary period for a newly promoted or employee transferred between bargaining units shall begin on the effective date of the promotion or transfer and shall continue for a period of one hundred twenty (120) calendar days. The Employer may extend the one hundred twenty (120) calendar day probationary period for one (1) additional thirty (30) calendar days on a case-by-case basis. A newly promoted or transferred employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.

## **ARTICLE 13**

### **PROMOTIONS AND TRANSFERS**

**Section 13.1.** The parties agree that all appointments to classifications covered by this Agreement, other than original appointments, shall be filled in accordance with this Article. Provided however that temporary appointments to fill a vacancy which occurs as a result of an employee's involuntary termination or demotion which the employee is contesting pursuant to the grievance procedure of this agreement or which is the result of an employee being given a leave of absence for temporary disability, military duty or temporary duty from which position the employee may be returned to his position upon the final resolution of legal issues or where the employee has the right to return upon the expiration of his leave or temporary duty shall not be considered a permanent vacancy under the terms of this Article. Such temporary appointee shall not be required to become a member of the union or subject to the fair share fees unless such temporary appointment shall extend for longer than six (6) consecutive months.

**Section 13.2.** Whenever the Sheriff determines that a permanent vacancy exists a notice of such vacancy shall be posted on the employee bulletin board for five (5) days. Such notice shall include the classification title and position description. During the posting period any non-probationary employee wishing to apply for the classification shall do so by submitting a written application to the Sheriff. The Sheriff shall not be obligated to consider any employee application submitted after the end of the posting period. Investigator vacancy will also be posted as above.

**Section 13.3.** Nothing in this Article shall be construed to limit or prevent the Sheriff from filling or not filling a permanent vacancy. A permanent vacancy is created by the death, permanent disability, retirement, uncontested termination, demotion or promotion of an employee. No permanent vacancy within a bargaining unit shall be filled on a temporary basis for more than twenty-eight (28) work days without the permission of the transferred employee. The employee will be notified that he is temporarily placed in the position and receive his regular wage or the wage rate of the temporary position whichever is higher.

**Section 13.4.** Applications for the vacant classification shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, and physical and mental capability and completion of required certification and training programs. If two (2) or more present employees are considered by the Sheriff to be substantially equal then bargaining unit seniority shall govern as to their qualification for the classification. If none of the applicants are qualified or a non-employee applicant is better qualified, the Sheriff may fill the vacancy by awarding the vacancy to the most qualified applicant.

**Section 13.5.** When there are reductions in rank because of forced reduction, promoted employees shall be entitled to the rights of employees described in Article 18 regarding Lay Off and Recall.

**Section 13.6.** The replacement of a Bargaining Unit member promoted to a non-bargaining unit position shall be temporary until the promoted employee has completed the probationary period. When a member or employee of a Bargaining Unit is promoted to a management or fiduciary position outside the coverage of this Agreement, the promoted employee shall cease to be entitled to the protection of the provisions of this Agreement.

**Section 13.7.** Recognizing the staffing limitations of the Sheriff it is agreed that the Sheriff may make temporary transfer of an employee from one classification to another classification for periods not to exceed thirty (30) consecutive days in any one (1) calendar year. Any employee so temporarily transferred shall receive his regular wage or the wage rate of the temporary position to which he is transferred which ever is higher.

**ARTICLE 14**  
**SICK LEAVE AND LEAVES OF ABSENCE**

**Section 14.1.** Sick leave shall be earned by all full-time Bargaining Unit members at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service. Completed service means hours actually worked, vacation leave or holiday time but not leave of absence or lay off. Sick leave is not earned for overtime hours worked. For purposes of this section "completed service" shall mean hours of sick leave if an employee has at least a minimum balance of one hundred fifty (150) hours of earned sick leave. If an employee has less than one hundred fifty (150) hours of earned sick leave, hours of sick leave will not be included as "completed service."

**Section 14.2.** Bargaining unit employees will be charged for sick leave only for days or hours upon which they are otherwise scheduled to work. Sick leave shall be deducted from the employee's sick leave credit on the basis of one (1) hour for every hour of absence from scheduled work. Sick leave payment will not exceed the normally scheduled workday earnings or a maximum of eighty (80) hours per pay period.

**Section 14.3.** A member requesting sick leave shall complete an application form for use of sick leave. The Sheriff may require a member to furnish a certificate stating the type of the member's illness or that the member was required to care for a family member, from a licensed physician or dentist to justify the use of sick leave. Falsification of either the application for sick leave or a physician's certificate shall be grounds for dismissal.

**Section 14.4.** In order to qualify for sick leave pay consideration the member must notify his immediate supervisor or other designated person one (1) hour prior to the time he/she is scheduled to report to work on the day of absence, unless an emergency prohibits the one (1) hour notice.

**Section 14.5.** Sick leave may be granted to a member upon approval of the Sheriff for the following reasons:

1. Illness or injury of the employee or a member of the employee's immediate family which requires the attention by the employee.
2. Death of a member of the employee's immediate family up to a maximum of five (5) days unless extended with the approval of the Sheriff.
3. Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family which requires the presence of the employee and

which examination or treatment cannot be reasonably scheduled during non-work hours.

4. Exposure to a contagious disease where either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.
5. Pregnancy, childbirth and/or related conditions.
6. One (1) day for the death of aunt, uncle, current sister-in-law, or current brother-in-law.

For purposes of this section the immediate family is defined as spouse, mother, father, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, or legal guardian or the person who stands in the place of a parent. Examples not included as immediate family include uncles, aunts, nephews, nieces, and cousins etc.

**Section 14.6.** Members failing to comply with sick leave rules and regulations shall not be paid. A fraudulent application for sick leave will result in discipline up to and including dismissal and refund of wages paid.

**Section 14.7.** An employee may, at the end of a calendar year, elect to receive pay for up to 75% of the unused sick leave accrued during the calendar year but not so as to reduce the employee's total sick leave below 6 days at the end of the first full year of employment, 12 days at the end of 2 years of employment, and 18 days at the end of 3 years of employment and thereafter. Payment for such sick leave will be made during the month of January provided the request is made by December 31 and at the rate of pay applicable to the period during which the sick leave was accrued. Upon payment of such sick leave days, the sick leave days paid for shall be deleted from the employee's sick leave records. This provision shall not affect the requirements under Article 14, Section 9 of this contract governing the requirements for an employee to be entitled to pay for unused sick leave upon voluntary termination of employment, retirement or death. An employee may not accumulate bonus days for non-use of sick days.

**Section 14.8.** Members who have exhausted all sick leave credits may, at the discretion of the Sheriff be granted a leave of absence without pay for a maximum period of six (6) months.

Employees utilizing sick leave that is designated FML and employees who have been granted an extended leave of absence by the Sheriff shall be required to provide periodic reports to their supervisor on their status and intent to return to work. Employees shall be required to report by phone once every 30 days.

**Section 14.9.** A member of the Bargaining Unit who was hired before the effective date of this Agreement who has accumulated ten (10) or more years of service in the Sheriff's office may elect upon voluntary termination of employment, retirement or death to be paid for two-thirds (2/3) of the value of his accrued but unused and unpaid for sick leave credit up to one hundred twenty (120) days with a maximum of nine hundred sixty (960) hours. Such payment shall be based upon the

employee's rate of pay at the time of his voluntary termination of employment, retirement or death. An employee who has terminated his employment and has collected payment for accumulated sick leave shall not be paid for retirement unless such employee pays to the general funds of Hancock County an amount of equal to his prior award for accumulated sick leave plus interest at four percent (4%) per annum same to be paid within sixty (60) days of his re-employment.

1. Sick Leave Conversion Upon Retirement — Employees hired after the effective date of this Agreement. Payment of accrued but unused sick leave will be made at the time of separation to each employee upon service retirement with the Sheriff's Office under the P.E.R.S. from active service as a public employee. Such payment shall be made only once to any employee, and the amount of such payment shall be one-fourth ( $\frac{1}{4}$ ) of the employee's accrued but unused sick leave, up to a maximum payment of thirty (30) days or two hundred forty (240) hours. To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the County, the state, or any political subdivision of the state, and be eligible to receive P.E.R.S. benefits.

As used in this policy, "retirement" shall mean disability or service retirement under P.E.R.S.

**Section 14.10.** Upon proper notification to his immediate supervisor and with the approval of his immediate supervisor a member may be granted an emergency leave. Such notice shall be given at least one (1) hour if predictable in advance of the requested leave day.

**Section 14.11.** Emergency leave may be granted for the following reasons:

1. Mandatory court appearance before a court of law in a matter in which the member is a party or is required to appear by virtue of subpoena, excluding those where he is appearing to testify as a law enforcement officer.
2. Legal matters which could not be conducted by a member during hours other than his normally scheduled work hours.
3. Family emergencies, other than sickness or injury of a nature that requires a member's immediate attention.

Emergency leave unless charged against compensatory time may not be used to extend a member's active pay status for the purpose of accruing overtime, holidays or vacation time nor may it be used to extend a member's date of resignation or retirement.

Emergency leave shall be charged against the employee's accumulated compensatory time, or if the employee has no accumulated compensatory time, the same shall be taken without pay.

**Section 14.12.** Each bargaining unit member who is disabled from performing the duties of their employment with the Sheriff due to bodily injuries sustained by the member or illness contracted in the pursuit and performance of the duties of such employment shall be entitled to injury leave. The injury or illness contracted must be sustained in the line of duty and must not have resulted from misbehavior on the part of the bargaining unit member. Leave shall be for such period of time as the

member is actually totally disabled by bodily injury or illness contracted, but for no longer than six (6) months from the date of the sustaining of such injury or illness. Injury leave shall be based upon the employee's base hourly rate of pay plus longevity. The employee to be eligible for injury leave shall submit a Report of Injury form within twenty-four (24) hours of the injury, or if unable to file the report the supervisor or O.I.C. shall submit the report. The employee shall sign a release of information which will allow the Employer to examine the medical records of the employee and the employee may be required to submit to a physical examination by a physician of the Employer's choice for the purpose of establishing the validity of the employee's claim for injury leave.

**Section 14.13.** Use of sick leave on more than four (4) separate occasions in any twelve (12) month period shall result in the first day of the fifth (5<sup>th</sup>) absence and the first day of any subsequent absences being unpaid. If an employee has exhausted his or her FMLA leave and the employee or a member of the employee's "immediate family," as defined in Section 14.5 herein, undergoes a system of regular treatments at a hospital, clinic, or physician's office that qualifies for intermittent Family and Medical Leave, those treatment visits will be considered as one (1) occurrence provided, the Employer is presented a copy of the physician's statement within a reasonable time, describing the nature of the condition, its effects on the employee's ability to perform their essential duties, and the recommended course and frequency of treatments. Sick leave used due to a death in the employee's immediate family shall not count as an occurrence. Any employee who is hospitalized shall not have such period of leave considered in determining whether the employee is abusing sick leave benefits. The implementation of this Section does not preclude the right of the Employer to discipline an employee for the abuse of sick leave, to require a statement from the employee's physician, or to have the employee examined by a physician. Use of sick leave that is designated Family and Medical Leave shall not be considered an occurrence under this Section.

An employee who has at least a minimum balance of two hundred fifty (250) hours of earned sick leave will not be subject to the fifth (5<sup>th</sup>) absence unpaid policy as established in the foregoing paragraph of this section.

**Section 14.14.** The Employer may require an employee to take an examination conducted by a licensed physician or psychologist, designated by the Employer, to determine the employee's physical or mental capability to perform the essential duties of his position. If found not qualified, the employee may be placed on sick leave or leave of absence per the provisions of this Article 14. The cost of such examination shall be paid by the Employer. If the employee's physician disagrees with the opinion of the Employer's physician or psychologist, both parties to this Agreement will mutually select a third physician or psychologist whose decision shall be final and binding on the parties and the employee. The cost of the third examination shall be shared by the Employer and the employee, to the extent it is not covered by group health insurance. If the third physician or psychologist finds that the employee is physically and mentally capable of performing the essential duties of his position, the employee shall suffer no loss of pay or benefits for the time the employee was placed on sick leave or placed on leave without pay by the Employer.

**ARTICLE 15**  
**JURY DUTY**

**Section 15.1.** A bargaining unit employee who is called to and reports for jury duty by the United States, the State of Ohio or political subdivision on his regularly scheduled working hours shall be compensated by the Employer for full pay for such hours of jury service. Any compensation received for jury duty service shall be submitted to the Sheriff for deposit in the appropriate fund.

**Section 15.2.** An employee working day shift who is released from jury duty prior to the end of his scheduled workday, shall report to work for the remaining hours. Any employee working either the afternoon or midnight shift will be required to report for duty on any day in which the employee reports for jury duty and actually serves as a juror. The employee is required to submit the certificate to the Employer prepared by the Court stating the date and time being released from such duty.

**Section 15.3.** In order to be eligible for payment, the employee must notify his supervisor within a reasonable time after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

**ARTICLE 16**  
**MILITARY LEAVE**

**Section 16.1.** The Employer shall grant a leave of absence, without pay, to an employee who enters active service in the Armed Forces of the United States and subsequent reemployment rights in accordance with existing law.

**Section 16.2.** Employees, who are members of the Ohio National Guard, the Ohio organized militia, or other reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties, with full pay, for such time as they are performing service in the uniformed services for a period not to exceed 176 hours in any one (1) calendar year. The maximum hours for which payment can be made in any one calendar year is 176 hours. The Employer may adjust the employee's normal work schedule to better accommodate periods of military leave. An employee shall be required to submit a copy of his or her orders with each request for leave.

**Section 16.3.** Employees who are called or ordered to uniformed services for more than 176 hours within one (1) calendar year because of an executive order issued by the President of the United States or an act of Congress, or because of an order to perform duty issued by the governor pursuant to O.R.C. Section 5919.29 or 5923.21, shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or five hundred dollars (\$500.00) for each month of uniformed service.

**ARTICLE 17**  
**FAMILY AND MEDICAL LEAVE**

**Section 17.1.** Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law. The Employer agrees to provide the Union with written notice of proposed changes to the policy at least thirty (30) days in advance of the effective date of said changes. The Employer agrees to provide all bargaining unit members with hard copies of the FMLA policy within seven (7) calendar days of receiving the finalized FMLA policy.

**ARTICLE 18**  
**LAYOFF AND RECALL**

**Section 18.1.** Bargaining unit members may be laid off when a lack of funds or lack of work exists. A lack of funds shall be defined as a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations. A lack of work is defined as a current or projected decrease in workload that requires a reduction of current or projected staffing levels in its organization or structure.

When the Sheriff determines that a long term layoff is necessary as the result of a lack of work or lack of funds, as defined above, he shall notify the affected members fourteen (14) days in advance of the effective date of the layoff. Members will be notified of the Sheriff's decision to implement any short term layoff, lasting seventy-two (72) hours or less, as soon as possible.

**Section 18.2.** The Sheriff shall determine when layoffs will occur based on lack of work or lack of funds within the Sheriff's Office. Seniority for purposes of layoff shall accrue to all employees of the bargaining units. Whenever layoffs are necessary, all part-time and probationary employees shall be laid off before any full-time employees are laid off. The Sheriff shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in order of their classification seniority beginning with the least senior and progressing to the most senior up to the number of employees to be laid off.

**Section 18.3.** An employee who is laid off may use his seniority within the Sheriff's Office to bump an employee in a lesser classification with less seniority, provided he is able to immediately perform the work and has completed the required certification. Bumping shall be permitted as follows:

- A. A senior Enforcement Sergeant may bump a less senior Deputy III or Communications Officer.
- B. A senior Deputy III may bump a less senior Communications Officer.

An employee bumping into another classification shall be paid at the rate for that classification. No employee shall use his seniority to replace an employee in a higher classification. The right to bump into another classification is limited to twenty-four (24) hours after receiving notice of layoff.

**Section 18.4.** Sheriff's office seniority is the total length of service within the Sheriff's office in any full-time job capacity measured from the employee's most recent date of hire unless otherwise specified in this Agreement.

**Section 18.5.** Classification seniority is the total length of service within the employee's classification measured from the employee's most recent date of employment in that classification.

**Section 18.6.** Members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, members who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled.

**Section 18.7.** Notice of recall from a long term layoff shall be sent to the members by certified or registered mail with a copy to the OPBA. The Sheriff shall be deemed to have fulfilled his obligation by mailing the recall notices as above provided to the last mailing address provided by the member.

**Section 18.8.** In the case of long-term layoff, the recalled member shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Sheriff of his or her intention to return to work and shall within five (5) days thereafter report for duty unless a different date is otherwise agreed to by the Sheriff.

**Section 18.9.** When the necessity for layoffs occur, and layoffs occur within the bargaining units as stated within this Agreement, it is agreed that the Sheriff will not utilize any special Deputies, auxiliary Deputies or any other paid or volunteer persons to execute the duties of the laid off bargaining units members on a non-emergency basis.

**Section 18.10.** The parties agree that the layoff and recall provisions of Article 18 specifically supersede the provisions of R.C. 124.321 through 124.328 as they apply to bargaining unit employees.

## **ARTICLE 19** **VACATION**

**Section 19.1.** All full-time bargaining unit employees shall be entitled to vacation leave as follows:

<b>YEARS OF COMPLETED SERVICE</b>	<b>ANNUAL VACATION</b>	<b>MAX. ALLOWED TO ACCUM.</b>	<b>HRS. ACCUM. PER 80 HRS. PAY</b>
1-7	80 hours	240 hours	3.1 hours
8-14	120 hours	360 hours	4.6 hours

15-24	160 hours	480 hours	6.2 hours
25 & over	200 hours	600 hours	7.7 hours

No vacation leave shall be carried for more than three (3) years. The employee's hire date with the Hancock County Sheriff's Office, and not the prior vacation service date from another public agency shall be used as the date for vacation carryover. Any vacation over the maximum allowed to accumulate above shall be deleted from the books at the employee's hire date with the Hancock County Sheriff's Office (Letter of Understanding May 2, 2007).

**Section 19.2.** Bargaining unit employees shall follow the following procedure for the scheduling of vacation time. The Employer shall distribute a vacation calendar in each division during the month of January of each year. Employees may request, prior to January 31, the dates for the vacation period (February 1 through January 31) on which they prefer to use their accumulated vacation. Such requests shall begin with the most senior employee and shall be honored on the basis of the employee's seniority with the Employer. This bidding procedure shall be completed in a six (6) week time period. The six (6) week time period shall start with the publication and distribution of the new vacation calendar to the Union. The bidding procedure shall start no earlier than three (3) months prior to the expiration of the current schedule unless agreed to by both parties.

Open vacation requests of one (1) week or more will be posted on the bulletin board in the division where the employee is working as soon as practicable after the vacation request is open. The posting period will be for seventy-two (72) hours. At the end of the posting period, the open vacation will be awarded to the senior employee requesting the vacation, subject to the limitation in Section 19.3. Employees will not be permitted to trade vacation time periods.

Vacation time shall be available for use upon accrual.

**Section 19.3.** For the Deputy III Classification one (1) deputy assigned road patrol per each shift will be permitted vacation leave during the same time period. One (1) Sergeant assigned road patrol will be permitted vacation leave during the same time period. Two (2) Deputy III assigned as Investigations will be permitted vacation leave during a time period.

One (1) Communications Officer will be permitted vacation leave during the same time period. Additional employees may be granted vacation leave if authorized by the Employer.

**Section 19.4.** Vacation shall not be granted in increments of time that are less than eight (8) hours duration. All vacation requests are subject to the approval of the Employer. Any requested vacation is subject to denial if it affects the ability of the Sheriff's office to perform its workload requirements.

**Section 19.5.** An employee may, at the end of a calendar year, elect to receive payment for up to 2/3 of the unused vacation leave accrued during that calendar year. Payment for such vacation time shall be paid within 30 days of the employee's request and at the rate of pay applicable to the period during which the vacation leave was accrued. Upon payment for such vacation leave days, the vacation leave days shall be deleted from the employee's vacation leave record. This provision shall

not affect Article 19, Section 6 of this Agreement governing the requirement for an employee to be entitled to pay for unused vacation leave accrued at the time of separation from employment. Payment for up to 2/3 of the unused vacation leave accrued during the calendar year means: (vacation leave accrued during the calendar year minus total amount of vacation used during the calendar year times (x) (up to) .6666 equals payment).

Payment will be made during the month of January provided the request is made by December 31.

**Section 19.6.** An employee is entitled to vacation compensation at his current rate of pay, for the prorated portion of any earned but unused and unpaid for vacation leave accrued to his credit at the time of separation and in addition shall be compensated for any unused and unpaid for vacation leave accrued to his credit for the three (3) years immediately proceeding the last anniversary date of employment.

## **ARTICLE 20** **HOLIDAYS**

**Section 20.1.** The Sheriff agrees to pay all qualified bargaining unit employees covered by this Agreement their regular straight time wages (8 hours) if they are not required to work the holiday. If an employee is required to work the holiday he shall receive regular straight time pay for the hours actually worked, and in addition, straight time pay (8 hours) for each of the following holidays:

- January 1st (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (President's Day)
- Last Monday after last Sunday in May (Memorial Day Observed)
- July 4<sup>th</sup> (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11<sup>th</sup> (Veterans Day)
- Fourth Thursday in November (Thanksgiving)
- December 25 (Christmas Day)
- Easter Sunday — Effective in 2003 and thereafter

If a bargaining unit member is required to work New Year's Day, Memorial Day, Thanksgiving Day, Christmas Day, July 4<sup>th</sup>, or Easter Sunday, the employee shall receive time and one-half pay for the hours actually worked, and in addition straight time pay (8 hours) for these holidays. Bargaining unit members may have the option of taking the eight (8) hours off as compensatory time in lieu of the additional eight (8) hours straight time pay for these six (6) holidays.

**Section 20.2.** If a holiday occurs during an approved period of paid sick leave or vacation leave the employee will draw normal pay for that holiday and will not be charged for sick or vacation leave for said day. No payment will be made for an employee who is on personal leave of absence at the time that the holiday occurs.

**ARTICLE 21**  
**WAGES**

**Section 21.1.** All employees who are covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

Effective March 8, 2011 (2%)

Classification	Start	After 120 Days	After 1 Year
Sergeant	\$22.34	\$22.66	\$25.05
Deputy III	\$18.86	\$19.03	\$20.82
Communications Officer	\$16.07	\$16.44	\$17.76

Effective March 8, 2012 (2.2%)

Classification	Start	After 120 Days	After 1 Year
Sergeant	\$22.83	\$23.16	\$25.60
Deputy III	\$19.27	\$19.45	\$21.28
Communications Officer	\$16.42	\$16.80	\$18.15

Effective March 8, 2013 (2.8%)

Classification	Start	After 120 Days	After 1 Year
Sergeant	\$23.47	\$23.81	\$26.32
Deputy III	\$19.81	\$19.99	\$21.88
Communications Officer	\$16.88	\$17.27	\$18.66

**Section 21.2.** In addition to the base wages set forth above, each member covered by the terms of this Agreement shall be entitled to receive additional payment for longevity to be added to the member's base hourly wage rate for each hour paid to that member. After completing five (5) years of service with the Sheriff's Office or five (5) years of combined credited service and Sheriff's Office service in any full-time job capacity, each member shall receive one-half percent (0.5%) of their base wage rate. For each subsequent year of completed service up to a maximum of twenty (20) years an additional one-half percent (0.5%) on the anniversary date of the member's employment by the Sheriff's Office; and, in the same manner, upon the completion of the twenty-first (21<sup>st</sup>), twenty-second (22<sup>nd</sup>), and twenty-third (23<sup>rd</sup>) year, an additional one-quarter percent (0.25%).

After Completing	5 years of service	.5% of Base Salary
"	6 "	1.0% "
"	7 "	1.5% "
"	8 "	2.0% "
"	9 "	2.5% "
"	10 "	3.0% "
"	11 "	3.5% "
"	12 "	4.0% "
"	13 "	4.5% "
"	14 "	5.0% "
"	15 "	5.5% "
"	16 "	6.0% "
"	17 "	6.5% "
"	18 "	7.0% "
"	19 "	7.5% "
"	20 "	8.0% "
"	21 "	8.25% "
"	22 "	8.5% "
"	23 "	8.75% "

**Section 21.3.** Wage adjustments as set forth in Section 21.2 which are scheduled to occur upon an employee's anniversary date will be made upon the following timetables.

- January 1 through March 31, both inclusive
- April 1 through June 30, both inclusive
- July 1 through September 20, both inclusive
- October 1 through December 31, both inclusive

All wage and longevity adjustments will be made with respect to each member at the beginning of the above designated quarter in which the employee's anniversary date falls.

**Section 21.4.** An employee's classification shall be determined by the member's position description.

**Section 21.5.** Any employee required to work more than forty (40) hours per week or eighty (80) hours in any one payroll period, who is not otherwise exempted from such compensation will, at the option of the employee, be compensated for the excess hours or portion thereof, at one and one-half (1 1/2) hours for each hour of overtime. For purposes of this Section, hours worked, that is holiday hours, and vacation hours shall be counted as time worked for computation of overtime.

**Section 21.6.** All overtime must be approved and initialed on the employee's time card to the left of the day the overtime is worked, and must be initialed by the employee's immediate supervisor. Any overtime not initialed or approved will not be paid.

**Section 21.7.** Compensatory time may not be accumulated to exceed 90 hours (Sergeants and Communications Officers); 135 hours (Deputy III), nor may compensatory time be used to extend

sick leave. An employee working overtime under a grant is not eligible for compensatory time for such overtime worked and will be paid.

**Section 21.8.** An employee entitled to overtime pay or compensation, must exercise the option to either take the overtime pay, or the compensatory time-off in each payroll period in which the overtime was accumulated. Compensatory time shall be taken at a time mutually agreeable to the Sheriff, and the employee, so as not to interfere with normal operations of the Sheriff's Office. Each employee will be required to execute a form in each payroll period that the overtime is worked designating that the employee desires to receive overtime pay or compensatory time-off. Once the employee has exercised this option the overtime must be used as designated on the holiday-vacation form. An employee shall not receive cash payment for unused compensatory time-off, except at the time of any employee termination, retirement or death, the employee may elect to receive cash for accumulated compensatory time not to exceed 90 hours for Sergeants and Communications Officers and 135 hours for Deputy III.

Bargaining unit employees shall have one (1) year (March 8, 2011, until March 7, 2012) in which to utilize down their accumulated compensatory time to 90 hours for Sergeants and Communications Officers and 135 hours for Deputy III. Any balances in excess of the 90 hour limit for Sergeants and Communications Officers and 135 hour limit for Deputy III shall be paid in cash during the final two (2) contractual years, twice a year in four (4) equal installments.

**Section 21.9.** In the absence of the Sheriff, Captain, Lieutenant, or Sergeant on the shift for one hour or more, a Deputy III will be designated as the Officer In Charge to assume the duties and perform in the capacity of the in-charge officer on the shift. The designated Officer In Charge in addition to his or current rate of pay, will receive (\$1.00) per hour for each hour worked as Officer In Charge, as compensation for the added responsibility. For purposes of this Section, to be eligible to be an Officer In Charge, a member shall have at least three (3) years of prior service within the Deputy III classification of the Sheriff's Office, or a combination total of three (3) years of service in Deputy III classification of the Sheriff's Office, and prior service with another law enforcement agency in the same position. If a member of the Deputy III classification is given credit for prior service with another law enforcement agency for purposes of Officer In Charge status, he or she will only be eligible for Officer In Charge status after he or she has completed one (1) full year of service in the Deputy III classification within the Sheriff's Office. If there are no eligible members on a shift, the Sheriff, Captain, Lieutenant, or Sergeant shall be on an on-call status as Officer In Charge.

**Section 21.10.** All employees covered by the terms of this agreement who are called in to work from off duty, other than those assigned regularly scheduled overtime, when required to appear in Court or to appear before the Prosecutor at pre-trial conferences at a time when the member is not on duty, or are required to attend a Sheriff's meeting or function when the member is not on duty shall be paid at least three (3) hours of pay at their applicable rate of pay, straight time or overtime, or such hours may be taken as compensatory time pursuant to the provisions of this Article. Hours in excess of three (3) hours shall be paid at one and one-half (1½) times the employee's regular rate of pay or such hours in excess of three (3) may be taken as compensatory time off pursuant to the compensatory time provisions as set forth herein. Any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift shall not be eligible for the minimum as provided above.

**Section 21.11.** A member who is scheduled to work during the regional change to daylight savings time shall report to work one (1) hour prior to his or her normal work shift start time for that shift which is in progress during the switch to daylight savings time, and shall be paid for the hours of work he is normally scheduled to work. Each member who is scheduled to work during the switch back to Eastern Standard Time shall report to work at his or her regularly scheduled shift start time, but shall be released from duty one (1) hour prior to his or her normally scheduled shift end time, and shall be paid for the hours he or she is scheduled to work. This Section does not effect any earned overtime which may occur during the switch from or the switch back to Eastern Standard time. In addition this Section shall not apply to the Dispatcher classification.

**Section 21.12.** The Sheriff may credit employees for pay purposes, for prior continuous service (continuous service means no more than thirty (30) days break in service) with another law enforcement agency in the same position. For purposes of this Section, an employee may be credited for prior service for one-half (½) year per year of prior service up to four (4) years maximum. Seniority granted prior to October 1, 1986 shall not be reduced by this Agreement.

## **ARTICLE 22** **INSURANCE**

**Section 22.1.** Employees shall pay the same amount in premiums, except that the employee share shall not exceed 17% of premium costs, and shall receive the same level of benefits as other county employees under the Hancock County Commissioner's Insurance Plan. The employee's contributions for insurance shall be deducted from the employee's pay.

**Section 22.2.** The Employer agrees to provide \$20,000 of term life insurance for the bargaining unit members. This amount will be the greater amount if the Commissioners increase it to a greater amount for all Hancock County employees.

**Section 22.3.** Should the coverage provided to other County employees, by and through the Hancock County Commissioners Office, be changed or altered such changes shall be applicable to the coverage herein provided effective and concurrent with its application to all other County employees. One (1) employee from each bargaining unit will be permitted to participate in County-wide Health Insurance Committee meetings to discuss any such changes to health insurance benefits.

**Section 22.4.** The Sheriff will maintain and provide for all Bargaining Unit members personal liability insurance in like form and coverage as presently provided to those Sheriff's Office employees who are now covered by such personal liability insurance.

**Section 22.5.** Reference is hereby made to the Hancock County group plan for specific details as to coverage, exclusions and definitions of coverage provided.

**Section 22.6.** At the time of open enrollment, the Employer will allow Bargaining Unit employees that are currently receiving the benefits to opt-out of the Employer's Health Care Plan. Re-enrollment of a Bargaining Unit employee into the Employer's plan shall only be allowed at open

enrollment or at the loss of alternative coverage. If the alternative coverage is lost, the employee shall not have to wait until open enrollment.

**Section 22.7.** Any Bargaining Unit employee who opts out of the Employer's health care plan will be eligible to receive seven hundred and fifty dollars (\$750) in any full year in which the member opted out under this section. Such payment shall be made twice a year by a separate check. The Employer and Bargaining Unit will meet to mutually agree to a written procedure for the implementation of the terms of the opt-out program.

## **ARTICLE 23**

### **INTERNAL REVIEW PROCEDURES/EMPLOYEE RIGHTS**

**Section 23.1.** A bargaining unit employee has the right to the presence of a representative of his bargaining unit, if he so requests, the right to an explanation of the evidence and the opportunity to present his side of the story at disciplinary hearings before the Sheriff or the Sheriff's designee.

**Section 23.2.** A bargaining unit employee who is to be questioned as a suspect in any investigation that may lead to criminal charges against him shall be advised of his constitutional rights in accordance with law. If an employee is a suspect of criminal investigation, he shall be afforded the same constitutional rights to which any other individual is entitled.

**Section 23.3.** Before an employee may be charged with insubordination for refusing or failure to answer questions or participate in an investigation involving violation of the Employer's policies, procedures, rules or regulations he shall be advised that his refusal to answer questions, or participate in such investigation, may be the basis of such a charge.

**Section 23.4.** Any interrogation, questioning, or interviewing of a bargaining unit employee shall be conducted at a reasonable hour, preferably related to his normal shift hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed for rest periods and for other physical necessities.

**Section 23.5.** A bargaining unit employee shall be informed of the nature of the investigation prior to questioning.

**Section 23.6.** When a single anonymous complaint is made against a bargaining unit employee, and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.

**Section 23.7.** No public disclosure of any disciplinary action taken or contemplated against any employee will be initiated by the Sheriff until after an investigation and hearing is complete or unless criminal charges have also been filed.

**Section 23.8.** No less than twenty-four (24) hours prior to the scheduled starting time of a predisciplinary hearing, the Sheriff will provide to the employee a written outline of the charges

which may be the basis for disciplinary action. This provision does not apply to verbal warnings and written reprimands.

**Section 23.9.** The Employer shall not in the course of an investigation obtain evidence through the use of coercion or threats.

**Section 23.10.** Employees may not be given a polygraph examination and/or voice stress analyzer examination or any other test questioning by means of any other device or chemical substance unless the employee provides a written consent.

**Section 23.11.** The parties recognize that sergeants have authority, in the interest of the Employer, to supervise, direct, and recommend personnel actions with regard to subordinates. Such authority carries with it the responsibility to direct the implementation of policies and procedures and enforce Sheriff's Office rules and regulations.

**Section 23.12.** Any bargaining unit employee subject to investigation or required to submit to an interrogation has the right upon request to have present a bargaining unit representative.

**Section 23.13.** If the provisions of this Article are violated, the violation shall be subject to the grievance procedure, but limited to Step Two-Sheriff.

**Section 23.14.** Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article. The Employer shall continue to pay the Employer's share of the insurance premiums during the unpaid leave of absence.

**Section 23.15.** When an employee suspected of a violation of the Employer's policies, procedures, rules or regulations is being interviewed or interrogated, such interview shall be recorded at the request of either party. The employee may record at his own expense. All recording devices must be visible to both parties.

**Section 23.16.** Internal investigations of a suspected violation of the Employer's policies, procedures, rules or regulations will be commenced and completed in an expeditious manner.

## **ARTICLE 24**

### **UNIFORMS, ALLOWANCES AND REIMBURSEMENT**

**Section 24.1.** The Sheriff shall designate and furnish the type, style and kind of uniforms to be worn by employees of the Sheriff's Office. The Sheriff will furnish to each employee a minimum number of each type of required uniform and associated equipment. The number of uniforms furnished shall be sufficient to permit the employee to comply with the provisions of the Sheriff's Office Rules &

Regulations and Policy & Procedures regarding uniform appearance. The Sheriff's Office shall be responsible for cleaning, minor repairs and maintenance under its control, provided however that uniforms which are destroyed or severely damaged other than during the course of a member's employment shall be replaced by the employee at the employee's expense. Employees shall cooperate in insuring that the uniforms are delivered as required by the Sheriff for cleaning and repair. Requests for replacement uniforms, portions and/or equipment shall be made through the employee's immediate supervisor and the employee shall return to the Employer all uniforms and equipment that are not fit for use at time of replacement. Such requests for replacement uniforms will be made as scheduled by the Sheriff's Office in the spring and autumn of each year.

**Section 24.2.** The Sheriff shall furnish all firearms, handcuffs, ammunition, badges, brass and duty gear necessary to particular employee's performance of his/her duties. No employee shall use any equipment of this type not used by the employer or certified for use by the Sheriff.

**Section 24.3.** Issued uniforms and equipment shall be worn to and from work and while on duty only except upon written request of the member and proper authorization by the Sheriff.

**Section 24.4.** Bargaining unit members who are permanently assigned duty which does not require the wearing of a uniform will be given a clothing allowance to purchase the clothing the employer desires them to wear while on duty. This allowance shall not exceed Six Hundred Dollars (\$600.00) per year and remaining allowance dollars do not carry over to the next year. The member shall present a completed "REQUEST TO PURCHASE" form to the Sheriff indicating items needed, cost and reason for need. Upon approval the member would make the authorized purchase and then present the paid receipt to the Sheriff for reimbursement. Worn out clothes which are being replaced must be turned in concurrent with paid receipts for the new clothes. An employee who is promoted or transferred to a position which does not require the wearing of a uniform shall turn in his/her uniforms and shall be given a prorated portion of the above yearly allowances computed on the remaining months of the year and the full amount in the following year.

**Section 24.5.** The Employer will provide for the cleaning of required non-uniform clothing worn by members in the course of their work performance and provide minor repairs for same.

**Section 24.6.** Upon termination of a member's employment the member shall return all issued uniform parts and equipment to the Employer.

**Section 24.7.** The Sheriff shall reimburse members for loss or damage to the members' eyeglasses, contact lenses, and watches when said loss or damage occurs while the member is acting in the line of duty or engaged in the official business of the Sheriff's Office except those losses or damages occasioned by the negligence or misconduct of the member. Any such loss or damage shall be reported to the member's immediate supervisor on an incident report. Said report shall be submitted within five (5) days from the date of the loss or damage.

The monetary figure for reimbursement shall be determined by either the replacement cost or the estimated repair cost, whichever is less, as determined by the Employer. Such reimbursement shall not exceed \$300.00 per incident.

**ARTICLE 25**  
**DISCIPLINE**

**Section 25.1.** Disciplinary action shall be for just cause and may include verbal warnings; written reprimands; suspensions without pay; working suspensions; reductions in pay and/or position and discharge from employment.

Working suspensions shall only be utilized for disciplinary action for absenteeism, tardiness, or the abuse of sick leave.

**Section 25.2.** Incompetency, inefficiency, dishonesty, unbecoming conduct, impairment due to alcohol or controlled substance, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or other acts of misfeasance, malfeasance, or nonfeasance in office may be cause for disciplinary action. In the event that the Sheriff schedules a disciplinary meeting with a bargaining unit employee in which discipline is likely to result, the employee shall not be denied OPBA representation if the employee so requests.

**ARTICLE 26**  
**PERSONNEL FILE**

**Section 26.1.** Every member shall be allowed to review the contents of his/her personnel file at all reasonable times upon written request. A memorandum clarifying and explaining alleged inaccuracies of any document in his/her personnel file may be added to the file by the respective member. However, such memorandum of explanation shall not exceed one page.

**Section 26.2.** The Sheriff agrees, within the limits provided by law, to treat all information contained in the employee's file as confidential.

**Section 26.3.** Summaries of oral reprimands and all written reprimands shall cease to have force and effect twelve (12) months after the effective date. All other records of disciplinary action shall cease to have force and effect thirty-six (36) months after their effective date.

**ARTICLE 27**  
**EMERGENCY WAIVER**

**Section 27.1.** In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Hancock County Commissioners, the Federal or State legislatures or the Hancock County Sheriff, the following conditions of this Agreement shall be automatically suspended:

- a. Time limits for the Sheriff's office or the OPBA to reply on grievances.
- b. Work rules and/or agreements and practices relating to the assignment of all members of the bargaining unit.

**Section 27.2.** In the event a member is called upon to perform work during such emergency, the member's wages or entitlement to overtime compensation shall not be adversely affected thereby.

**Section 27.3.** The provisions of the Agreement relating to the basic work schedule shall be waived during a time that an emergency schedule is implemented by the Sheriff as a result of a declared emergency, to deal with a natural emergency, a civil disorder or disaster or other emergency situation that cannot be foreseen or covered under a normal schedule. Such emergency schedule shall remain in effect for no longer than the actual emergency, or seven (7) days and as soon as the emergency situation is relieved normal scheduling shall go back into effect.

## **ARTICLE 28**

### **DRUG/ALCOHOL TESTING**

**Section 28.1.** Drug/Alcohol testing may be conducted on employees based upon reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner. Reasonable suspicion may be based on, 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 of 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; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of the employee's own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive property damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

**Section 28.2.** All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in

writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used following prescribed testing procedures.

**Section 28.3.** Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

**Section 28.4.**

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.
- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances.

**Section 28.5.**

- 1. If a drug screening test is positive, the employee may, upon written request have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- 2. In the event the retested split sample confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- 3. In the event that the retested split sample contradicts the result of the first test, the retested split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

**Section 28.6.** The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

**Section 28.7.** If the testing required above has produced a positive result, the employee may be subject to dismissal. The Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, and vacation leave for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee may be placed on medical leave of absence without

pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon returning to the employee's position for a period of one (1) year from the date of the employee's 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.

**Section 28.8.** If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment. The employee may be subject to retesting up to four (4) times during the one (1) year following return to work.

**Section 28.9.** 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 28.10.** Those officers whose duties involve the potential for drug interdiction may be tested twice annually for drugs.

**Section 28.11.** Employees may be tested prior to promotion.

**Section 28.12.** An employee may voluntarily enter a chemical dependency program. Knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline. The employee may however be subject to discipline if they have violated Employer policies, procedures, rules, or regulations. An employee found temporarily unfit for duty due to chemical dependency, and who is under treatment for chemical dependency in a program approved by the Employer, shall be treated as are those similarly situated (sick leave, leave of absence, use of compensatory time). Once the employee successfully completes rehabilitation and is fit for duty the employee shall be returned to his or her regular duty assignment. The Employer may require the employee to submit to a physical or mental examination, including drug testing, prior to his or her return to regular duty. The employee may also be retested up to four (4) times during the year following return to regular duty.

## **ARTICLE 29** **MISCELLANEOUS**

**Section 29.1.** The Sheriff's Office will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies, and equipment required for employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the Employer.

**Section 29.2.** Assigned county vehicles provided to detective sergeants, enforcement sergeants, and Deputy III will be used for work related purposes only, not for personal use. The assigned vehicle will be subject to inspection to determine whether it is being maintained in a satisfactory and clean condition.

**Section 29.3.** Bargaining unit employees shall be required to maintain a telephone at their place of residence.

**Section 29.4.** When an employee who is a volunteer firefighter or volunteer provider of emergency medical services is late to work or absent from work because of an emergency to which the employee was dispatched as a volunteer, the employee is expected to notify the Employer at least one (1) hour prior to the start of his regularly scheduled shift that he will be late or will be absent from work. Such late or absent employee will also be required to provide the Employer with a statement from the chief of the volunteer fire department or director of medical services organization, stating the employee responded to an emergency and the time of that response. Each such employee under this Section shall recognize that their primary responsibility is to the Employer and any such time lost from assigned duties will be kept to the absolute and necessary minimum for such volunteer services.

Employees who have notified the Employer one (1) hour prior to the start of their shift and that have provided the Employer with a statement from the chief of the volunteer fire department or director of medical services shall be able to use vacation time in less than eight (8) hour increments or compensatory time for such time the employee is late or absent from work.

### **ARTICLE 30** **APPLICATION OF OHIO CIVIL SERVICE LAW**

**Section 30.1.** The Employer and the Union agree that for purposes of this Agreement, the provisions of the Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services do not apply to bargaining unit employees.

**Section 30.2.** Except as expressly otherwise provided for in this Agreement, Sections 124.01 through 124.56, Section 4111.03 and Section 325.19 of the Ohio Revised Code do not apply to employees in the bargaining unit. 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.

### **ARTICLE 31** **DURATION**

**Section 31.1.** This Agreement shall upon its execution by duly authorized representatives of the OPBA and the Sheriff's Office become effective as of March 8, 2011 and shall remain in full force and effect to and including midnight March 7, 2014.

**Section 31.2.** If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement.

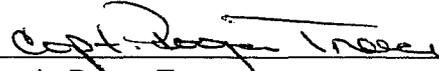
**Section 31.3.** Written notice provided herein shall be given by personal service, electronic mail, or by certified mail to be served upon or mailed to the Hancock County Sheriff, 200 West Crawford Street, Findlay, Ohio 45840 and upon the OPBA, by serving same upon the President of the local unit or by mailing to the OPBA. Either party may, by like notice, change the address to which the notification referenced in this section shall be given.

**Section 31.4.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the right to make proposals on any subject matter not removed by law from the area of collective bargaining. The entire understandings and agreements reached by the parties during such negotiations are set forth in this Agreement.

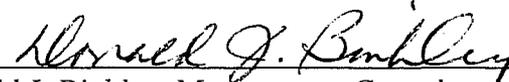
*In Witness Whereof*, the parties have agreed to and have executed this Agreement Hancock County, Ohio, as of the 2 day of June 2011.

FOR THE HANCOCK COUNTY  
SHERIFF'S OFFICE:

  
\_\_\_\_\_  
Sheriff Michael E. Heldman

  
\_\_\_\_\_  
Captain Roger Treece

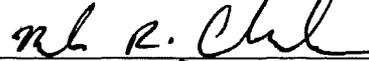
  
\_\_\_\_\_  
Mark Miller, Prosecuting Attorney

  
\_\_\_\_\_  
Donald J. Binkley, Management Consultant

FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION:

  
\_\_\_\_\_  
THOMAS E. BLUNK

  
\_\_\_\_\_  
FREDERICK R. SMYTH

  
\_\_\_\_\_  
Nicholas R. Clevidence

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**  
**FAIR SHARE FEE PAYERS OBJECTION PLAN**

1. Any employee who is not a member of the Union and who pays fees to the Union pursuant to the Union Security provision in the Local's collective bargaining agreement (hereinafter referred to as a "Financial Core Payer"), will have the right to object to expenditures of his or her fees for activities which are not reasonably related to collective bargaining, contract negotiations, grievance adjustment, or undertaken to advance the employment-related interests of employees represented by the Union. For purposes of this Plan, such activities will be referred to as "non-chargeable activities." The fees paid by a financial core payer who perfects an objection under the procedures set forth below will be reduced by an amount reflecting the portion of the overall expenditures of the Union that are used for non-chargeable activities.
  
2. Before the beginning of the calendar year, (or at the end of the most recent accounting period\*) the Treasurer will calculate the reduction to which any objector will be entitled, based on the expenditures of the Union for the previous year (or most available accounting period). The calculations will be made as follows: The Treasurer will determine the Union's total operating expenditures for all purposes during the preceding fiscal year (or most recent available accounting period), and the total expenditures made for activities which are chargeable to objectors. The Treasurer will then calculate the percentage of chargeable expenditures by dividing the chargeable amount by the total expenditures made for activities which are chargeable to objectors. The Treasurer will then calculate the percentage of chargeable expenditures by dividing the chargeable amount by the total expenditures for the year (or most recent available accounting period), and will apply that percentage to the fair share fees to determine the reduction to which the objectors will be entitled. These calculations will be verified by an independent auditor.  
  
\* For the first year that this Plan is in effect, Union expenditures during the previous month(s) will be used in order to compile the financial information in a more expeditious manner. This will be referred to as the most recent available accounting period.
  
3. To register for a reduction, the financial core payer objector must file an objection (request) in accordance with the provisions of this Plan.
  - a. Objections (requests for adjustment in fees) must be made annually and will be effective for a single calendar year (January 1-December 31) based upon the Union's expenditures for the previous calendar year (or the most recent available accounting period). Each financial core payer who wishes to file an objection (request for adjustment in fees) must do so in writing, addressed to the Treasurer at the Union's office. In registering their objections, objectors must state their name and address and that they pay fair fees to the Union. Objections (requests for adjustment) must be postmarked during the month of December preceding the calendar year for which the objection (adjustments) will be in effect, or during the first thirty (30) days after the financial core payer commences paying fees as required by the Union's bargaining

Agreement. Unless objections (request for adjustments) are postmarked during the "window" period described above, there will be no reduction in fees for that year. Objections must be renewed annually, during the month of December; and, can only be made on an individual basis. No group objections will be considered.

- b. An annual notice of the procedure for filing an objection will be given to financial core payers in November of each year along with a statement of the percentage of expenditures, in the most recent available accounting period, which were made for chargeable and non-chargeable activities. The Union will also notify any new financial core payers of this Plan and provide a statement of the percentage of the expenditures, in the most recent available accounting period, which were made for chargeable and non-chargeable activities upon the individual becoming a financial core payer.
  - c. During the course of the year, objectors will be expected to remit the full amount of fair share fees charged by the Union. However, as early in the calendar year as possible (or as soon as possible after a non-member newly employed in the bargaining unit files his or her objection), each individual who perfects a timely objection (requests for reduction) will receive a check from the Union, reflecting the reduction in the fair share fee to which he or she will be entitled for the twelve (12) month period (or the period remaining in the calendar year).
    - i. All reduction checks will be sent by first class mail, and will be accompanied by an explanation of how the amount was determined and an explanation of the appeal procedure.
4. An objector who disagrees with the proportional allocation made by the Union, in the belief that it does not accurately reflect the union's expenditures on chargeable activities, will, upon written request made within thirty (30) days of receipt of the notice referred to in paragraph 3b above, be provided a full explanation of the basis for the reduced fee charged to them and the independent accountant's report; and, may appeal the Union's determination to an impartial arbitrator mutually selected by the objector(s) and the Union. In the event the objector(s) and the Union cannot agree, the arbitrator shall be appointed the American Arbitration Association (AAA) through its Rules for Impartial Determination of Union Fees.
- a. The appeal must be made in writing and must be received in the office of the Treasurer within thirty (30) days of the date on which the objector receives the notice referred to in paragraph 3b or the information referred to in paragraph 4 above.
  - b. The appeal must specify the portion of the fee in dispute and the reason(s) for the dispute.
  - c. While the appeal is pending, the Union will hold in an interest bearing escrow the fair share fees paid by all objectors who receive a reduction from the Union to insure that the portion of the fee reasonable in dispute will not be expended during the appeal procedure. In the event that the impartial arbitrator determines that objectors are

entitled to a greater reduction in their fee payments than that calculated by the Treasurer, additional checks will be issued by the Treasurer at the close of the appeal procedure to all of the Union's objectors for the balance of the reduction due, as determined by the arbitrator.

- d. All such appeals will be consolidated and heard as soon as the arbitration can be scheduled. The presentation to the arbitrator will either be in writing, or at a hearing if requested by any objector(s). If a hearing is held, any objector who does not wish to attend may submit his or her views in writing by the date of the hearing. If a hearing is requested, the arbitrator will set a date by which all written submissions will be received, and will decide the case based on the records submitted. The Union will bear the burden of justifying its calculations.
- e. The cost of the arbitrator's services and the cost of any proceedings before the arbitrator will be borne by the Union. Individually-incurred costs will be borne by the party incurring them.
- f. The decision of the impartial arbitrator will be final and binding.