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AGREEMENT
BETWEEN
DEFIANCE COUNTY SHERIFF
AND
DEFIANCE COUNTY DEPUTIES ASSOCIATION

May 1, 2017, through April 30, 2020

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ARTICLE I

BYLAWS

SECTION 1.1 This Agreement, entered into by the county of Defiance, Ohio, and Sheriff of said County, hereinafter referred to as the County or Employer, and the Defiance County Deputies Association, hereinafter referred to as the DCDA, or the Organization, has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the County.
- D. To assure the effectiveness of service by providing an opportunity for employees to meet with Management. To exchange views and opinions on policies and procedures affecting the conditions of their employment, and subject to the applicable provisions of State of Ohio Revised Code, State and Federal laws, and the Constitution of the State of Ohio, and the United States of America.
- E. To provide an opportunity for the Organization and the Employer to discuss wages and benefits of Bargaining Unit employees, subject to the terms of the Agreement and applicable laws.
- F. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only to the parties but the citizens of Defiance County, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the County and the Organization members and officers will comply with the clear provisions of the Agreement. This Agreement pertains to employees within the Bargaining Unit as defined hereunder.

SECTION 1.2 Nothing contained in this Agreement shall alter State and Federal laws, and the Constitution of the State of Ohio, and the United States of America upon any County official or to, in any way, abridge or reduce such authority. This Agreement is subject to all applicable Federal and State laws, and shall be interpreted wherever possible so as to comply fully with such laws, provisions or any judicial decision interpreting them. If any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision by good faith negotiations on the same subject matter.

SECTION 1.3 The members of DCDA will consist of Deputy Sheriffs of the Defiance

County Sheriff's Office and include all deputies without rank. Deputies can request, in writing, to be excluded from the organization.

SECTION 1.4 The officers of DCDA will be a two-year term. The officers will consist of one President, one Vice-President, and one Secretary. The President will call and preside over all meetings, as well as communicate with Management. The Vice-President will assist the President and assume his duties if the President is unable to do them. The Secretary will maintain all projecting. The officers are elected by the members of DCDA by a majority vote.

SECTION 1.5 Meetings for DCDA will be held as needed to discuss changes to the agreement and the election of officers.

SECTION 1.6 Voting will be open unless requested by a member to be secretive. In the event the vote is requested to be secretive, votes will be placed on a secret ballot. The ballots will be collected and counted by the President.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 2.1 Nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to matters of general legislative or managerial policy. The County shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement. It shall be recognized that the County has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulation and to otherwise exercise the prerogative of management, and more particularly, including but not limited to, the following: -

- A. To manage and direct its employees, including the right to select, hire promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees.
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs and the work to be performed.
- C. To determine the County's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.
- D. To determine the size and composition of the workforce, staffing patterns, and each department's organizational structure, including the right to lay off

employees from duty due to lack of work, austerity programs, or other legitimate reasons.

- E. To determine the hours of work, work schedules, and to establish the necessary work rules, policies, and procedures for all employees.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- G. To determine the necessity to schedule overtime and the amount required thereof.
- H. To determine the County's 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 maintain the efficiency of governmental operations.
- L. To exercise complete control and discretion over department organization and the technology of performing the work performed.
- M. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 3

PLEDGE AGAINST DISCRIMINATION

SECTION 3.1 The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, union affiliation, religious affiliation or political affiliation. The DCDA shall share equally with the County the responsibility for applying this provision of the Agreement.

SECTION 3.2 All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

SECTION 3.3 Neither party shall interfere with, restrain coerce or otherwise discriminate against any employee in the Bargaining Unit for exercising his/her right to join or not to join the organization.

SECTION 3.4 The Employer and the Union will take all actions necessary to ensure reasonable accommodations under the applicable laws.

ARTICLE 4

ORGANIZATION RECOGNITION

SECTION 4.1 In accordance with the County's Policy and Procedures "For Granting Recognition To A Certified Representative of Employees of the County of Defiance", the County and the Sheriff do hereby recognize and accept the organization as sole and exclusive bargaining agent for all full-time employees of the Defiance County Sheriff's Office, who are included in the Bargaining Unit hereinafter defined.

SECTION 4.2 The term "Bargaining Unit" shall be deemed to include those individuals who have completed their probationary period and are employed full-time in the following classifications:-

DEPUTY SHERIFF

SECTION 4.3 All positions or classifications not specifically included in the Bargaining Unit shall be considered excluded from the Bargaining Unit.

SECTION 4.4 Notwithstanding the preceding provisions of this Article, Management, confidential, Lieutenants, Supervisors/Sergeants, part-time, temporary and seasonal employees shall not be included in the Bargaining Unit.

SECTION 4.5 All terms and conditions of the County's "Policy and Procedure For Granting Recognition To, And Bargaining With A Certified Representative Of Employees Of The County Of Defiance," shall be considered a part of and applicable to this Agreement.

ARTICLE 5

PAYROLL DEDUCTIONS

SECTION 5.1 The County agrees to deduct regular organization membership dues once each month from the pay of only those employees eligible for membership in the Bargaining Unit who provide written authorization signed individual and voluntarily by the employee.

The signed payroll deduction form must be presented to the Sheriff by the Organization's Treasurer. Upon receipt of the proper authorization, the County will deduct Organizational dues the next payroll period in which organizational dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deductions authorization shall be on a form provided by the County.

SECTION 5.2 It is specifically agreed that the County assumes no obligation, financial or otherwise arising out of the provision of this Article and the Organization hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the County hereunder. Once the funds are remitted to the Organization, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Organization.

SECTION 5.3 The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment, or (b) transfer to a job other than one covered by the Bargaining Unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the checkoff authorization in accordance with its terms or with applicable law.

SECTION 5.4 The Employer 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 dues deductions.

SECTION 5.5 It is agreed that neither the employees nor the Organization shall have a claim against the County for errors in the processing of deductions unless a claim of error is made to the County (in writing) within ten (10) days after the date the error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Organization dues will normally be deducted by deducting the proper amount.

Proper collection of dues shall be authorized as the exclusive bargaining agent only, and no other organization attempting to represent the employees within the Bargaining Unit as herein determined.

SECTION 5.6 One (1) month's notice must be given to the Sheriff and County Auditor before making any changes in an individual's dues deduction. The Employer agrees to furnish the Treasurer of the Organization a warrant in the aggregate amount of the dues deductions.

SECTION 5.7 All dues deductions, at the County's option, may be canceled upon the termination date of this Agreement. All dues deductions for any month in which Organization

members, individually or collectively, engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be canceled at the County's option.

ARTICLE 6

REPRESENTATION

SECTION 6.1 The Organization shall submit in writing the names of its officers or representatives who are authorized to speak on behalf of the Organization and represent Bargaining Unit employees. The Employer agrees to recognize one representative on each work shift selected by the DCDA. The DCDA shift representative shall be authorized to represent Bargaining Unit employees through the first two steps of the grievance procedure. The President shall be authorized to represent Bargaining Unit employees in subsequent steps of the grievance procedure.

SECTION 6.2 No one shall be permitted to function as an Organization representative until the Organization has presented the County with written certification of that person's selection.

SECTION 6.3 The Organization shall provide the County with an official roster of all local Organization officers and authorized representatives which shall be kept current at all times and shall include the following:-

- B. Name
- C. Address
- D. Home telephone
- D. Organizational office held

SECTION 6.4 The investigation and writing of grievances shall be during non-work hours.

Grievance hearings or other necessary meetings between the County and the Organization will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

SECTION 6.5 Rules governing the activity of the Organization representatives are as follows:

- A. The organization agrees that no official of the Organization (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Organization further agrees not to conduct any Organization business during normal work times except to the extent authorized in Section 6.4 above, and only after obtaining approval from the shift supervisor.
- B. Organization officials (or representatives) shall cease unauthorized Organization activities immediately upon the request of the supervisor of the area in which Organization activity is being conducted or upon the request of the Organization representative's supervisor.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge. Any violation of the provisions of this Article by the Organization representative thereof may result in suspension or revocation of its privileges as provided herein.

ARTICLE 7

BULLETIN BOARDS

SECTION 7.1 The County shall allow the placement of a bulletin board in an easily accessible agreed upon location in the Sheriff's Office. Organization notices relating to the following matters may be posted without the necessity of receiving the Sheriff's prior approval:-

- A. Organizational recreations and social affairs.
- B. Notice of Organization meetings.
- C. Organizational appointments.
- D. Notice of Organizational elections.
- E. Results of Organizational elections.
- F. Reports of non-political standing committees and independent non-political arms of the Organization.
- G. Non-political publications, rulings or policies of the Organization.

- H. Department of Administrative Services of Pension Board Publications.

SECTION 7.2 All other notices of any kind not covered in “A” through “H” above must receive prior approval of the Sheriff or his designated representative. It is also understood that no material may be posted on the Organization’s bulletin boards at any time which contains the following:-

- A. Personal attacks upon any employee or official of the County
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the County.
- C. Attacks on any other employee organization.
- D. Attacks on and/or favorable comments regarding a candidate for public or Organization office.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION 8.1 The term “grievance” shall mean an allegation by a Bargaining Unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure will be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal, State and/or City/County laws and/or by the United States or Ohio Constitutions.

SECTION 8.2 Where the alleged grievance is of a nature that qualifies for appeal under the Rules of the Personnel Board of Review, the aggrieved employee shall utilize that appeal procedure in accordance with the Rules of that body.

SECTION 8.3 All grievances must be processed at the proper step in the progression to be considered at the subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

SECTION 8.4 It is the mutual desire of the County and the Organization to provide for

prompt adjustment of the grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the County and the DCDA to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed:-

STEP 1: In order for an alleged grievance to receive consideration under this procedure the grievant, with the shift representative, if the former desires, must identify the alleged grievance to the shift supervisor in writing within six (6) calendar days of the occurrence of the incident giving rise to the grievance. The shift supervisor shall investigate and provide an appropriate answer within six (6) calendar days following the day on which the shift supervisor was given the grievance. The shift supervisor shall be the next higher ranked employee outside the Bargaining Unit on duty when the grievance occurred.

STEP 2: If the grievance is not resolved in Step 1, the employee, with an appropriate shift representative, if the former desires, may take up the grievance with the Chief Deputy or Sheriff's designee, within six (6) calendar days after receiving the Step 1 reply. The Chief Deputy shall investigate and respond to the grievant and/or shift representative within six (6) calendar days following the meeting.

STEP 3: If the grievance is not resolved in Step 2, the employee, with an appropriate shift representative, if the former desires, may take up the grievance with the Sheriff, within six (6) calendar days after receiving the Step 2 reply. The Sheriff shall have six (6) calendar days in which to schedule a meeting with the aggrieved employee and his representative. The Sheriff shall investigate and respond to the grievant and/or shift representative within six (6) calendar days following the meeting.

SECTION 8.5 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:-

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. Where grievance occurred.
- F. Description of the incident causing the grievance to rise.

G. Articles and Sections of Agreement violated.

SECTION 8.6 A grievance may be brought by any employee of the Bargaining Unit affected by the incident giving rise to the grievance. Where a group of Bargaining Unit employees desires to file a grievance involving a situation affecting each employee, in the same manner, one employee selected by such group may process the grievance as a class action grievance, provided each employee desiring to be included in the class action grievance signs said grievance.

SECTION 8.7 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

ARTICLE 9

DISCIPLINARY PROCEDURES

SECTION 9.1 No employee shall be suspended, demoted or terminated from duty without first being afforded the opportunity for a hearing before the Sheriff or his designee as provided in Section 2, except where it is necessary to immediately relieve the employee from duty due to gross misconduct.

When an employee has been relieved without a hearing, the employee shall be afforded a hearing as soon as possible.

SECTION 9.2 When an employee is to be charged in an administrative hearing with a violation that is likely to result in the employee receiving a suspension, demotion or dismissal, the following shall apply:-

- A. The employee shall be given a notice, twenty-four (24) hours in advance of the Administrative Hearing, and the notice shall advise the employee of the general nature of the suspected violation.
- B. The employee shall be advised in the notice of his rights to be represented by a DCDA Representative at such hearing.

Any suspension, demotion or dismissal may be appealed to the State Personnel Board of Review, subject to their Rules and Regulations and the Ohio Revised Code Section 124.34.

SECTION 9.3 When it becomes necessary for a supervisor to reprimand an employee, it shall be done with discretion in a manner so as not to cause public embarrassment to the

employee. In the event that a supervisor finds it necessary to verbally reprimand an employee, the employee shall be made aware that a record of such reprimand is being maintained in the supervisor's files or records.

The supervisor shall provide the employee with a copy of any record of reprimand entered in the employee's file. The employee shall acknowledge receipt of same by signing and dating the original copy of such record.

SECTION 9.4 Either party may request that the hearing proceedings be recorded. The party requesting such a record shall be responsible for the cost. If both parties desire a record, the cost shall be equally shared.

SECTION 9.5 Employees may request copies, at a reasonable cost, of documents introduced as evidence at such hearing.

SECTION 9.6 A Polygraph examination may be administered with the consent of the employee being investigated. When an employee is to be given a Polygraph examination, such examination shall be limited to the issue under investigation.

ARTICLE 10

PERSONAL SERVICE RECORDS

SECTION 10.1 Any Sheriff's Deputy shall be permitted to review his Personal Service Records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication, during normal daytime working hours, excluding weekends and holidays. The County shall not suffer a loss of the employee's services as a result of this activity.

ARTICLE 11

WORK RULES

SECTION 11.1 The Organization recognizes the Employer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

SECTION 11.2 Work rules, policies, and directives shall not violate any provisions of this Agreement.

SECTION 11.3 Work rules, policies, and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

SECTION 11.4 The Organization shall be informed and trained on any changes in existing work rules or newly established work rules before the effective date of such changes.

SECTION 11.5 Any complaint involving the uniform application of work rules, or any complaint involving a conflict between the terms of this Agreement and a work rule, may be resolved through the Grievance Procedure.

SECTION 11.6 This Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules, practices, and procedures of good conduct necessary to preserve the good order and discipline of the division. New employees shall be informed of written work rules in existence at the time of their hire.

ARTICLE 12

SENIORITY AND RELATED MATTERS

SECTION 12.1 Seniority. It is understood that seniority shall, in all applications except layoffs and as otherwise specifically provided by this Agreement, be computed on the basis of continuous service with the Sheriff's Office. The Sheriff's Office shall provide a seniority list upon the effective date of this Agreement, which shall include each employee's name, date of hire, and job title.

SECTION 12.2 New Hire Probationary Period. A newly appointed employee shall serve a probationary period of one (1) year. They shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be as of the original date of hire. Employees who have worked one (1) year shall be known as permanent employees, and the probationary period shall be considered as part of their seniority time for the purpose of determining their entitlement to all fringe benefits, as well as their continuous service date.

SECTION 12.3 Promotional Probationary Period. Any employee promoted to a higher classification shall serve a promotional probationary period of one (1) year. A promoted employee failing to successfully complete his promotional probationary period will be returned to his previous classification at his previous rate of pay.

SECTION 12.4 Sheriff's Deputy Trainee. All newly hired trainees shall complete the Ohio State Peace Officers Training Council Minimum Standards Training Program prior to becoming a permanent employee. At the conclusion of the training period, the Trainee who has successfully completed the training course shall then be classified as a Sheriff Deputy Probationary, until he has completed his probationary period.

SECTION 12.5 Seniority shall be broken when an employee:-

- A. Resigns.
- B. Is discharged for just cause.
- C. Is laid off and not recalled within the time limits outlined in Article 13.

SECTION 12.6 Reinstatement After Disability Separation. An employee given a disability separation shall have the right to reinstatement within three (3) years after having been given a disability separation to a position in the classification the employee held at the time of separation. If the classification the employee held at the time of separation no longer exists or no longer is utilized by the employee's appointing authority, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.

ARTICLE 13

LAYOFF AND RECALL PROCEDURES

SECTION 13.1 When it becomes necessary to reduce the number of employees in the Bargaining Unit, the following layoff procedures shall be followed:-

- A. Management shall determine in which classification the layoffs are to occur.
- B. Employees in each affected classification with least total continuous seniority shall be laid off first.
- C. Management shall give the affected employees five (5) days written a notice of their layoff, indicating their right to bump employees in any lower classification within the Bargaining Unit for which they are qualified.
- D. The affected employees shall have three (3) days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. Any employee not submitting such request within three (3) days shall be considered to have accepted the layoff.

- E. Any Bargaining Unit employee who is bumped out of his position may exercise the same layoff rights as outlined above.

SECTION 13.2 Before laying off any permanent full-time employee, management shall abolish any probationary or temporary positions within the affected classification.

SECTION 13.3 Nothing contained in this layoff procedure shall prohibit any Non-Bargaining Unit employee from exercising rights guaranteed him under the Ohio Revised Code.

SECTION 13.4 Laid off employees shall have recall rights to the position from which they were laid off for one (1) year from the effective date of the layoff.

SECTION 13.5 When management decides to fill a position vacated by a layoff, eligible employees shall be recalled in the inverse order in which they were laid off.

ARTICLE 14

PROMOTIONS

SECTION 14.1 The term “promotion”, for the purpose of this Agreement, shall mean the act of placing an individual in a position outside the Bargaining Unit which carries a higher salary range than that previously held.

SECTION 14.2 Whenever the Sheriff determines a Sergeant’s position exists, notification will be given to all officers that a position will be open and those wishing to apply shall contact the Sheriff and advise him of their desire to apply for said position.

SECTION 14.3 Sergeant’s positions shall be filled considering the following schedule:-

- A. Written exam - 40%
- B. Review Board - 40%
- C. Administration - 20%

The review board made up of three individuals picked by the Sheriff, shall consider the following criteria, but not limited to the following:-

- A. Experience.

- B. Specialized Training.
- C. Job Evaluation and Job Performance.
- D. Physical and Mental Capabilities.
- E. Attitudes and Appearance.

SECTION 14.4 To be qualified for a promotion to Road Sergeant, a Deputy must have at least three (3) years of continuous service at the Defiance County Sheriff's Office and be currently employed by the Defiance County Sheriff's Office.

ARTICLE 15

LEAVE OF ABSENCE

SECTION 15.1 GENERAL

- A. Authorized for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The appointing authority, or his designated representative, shall decide in each case if a leave of absence is to be granted, within the limitations of the Agreement and the Department of Administrative Services Rules and Regulations.
- B. Sick Leave Credit and Vacation Credit. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining the length of service for the purpose of extending vacation eligibility or for other purposes where seniority is a factor.
- C. Falsification of Leave. Any leave of absence obtained through false representation, deceit, or fraud shall be cause for immediate discharge. Leaves of absence will not be granted for the purpose of working elsewhere which includes self-employment.
- D. Reinstatement from Leave. Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall, with the approval of the Sheriff, be assigned to a position in a classification similar to that formerly occupied. The employee may

be returned to active pay status before the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Sheriff.

- E. Failure to Return from Leave. An employee who fails to return to duty within three (3) working days of the completion of a valid cancellation of a leave of absence without pay, without an explanation to the Sheriff, may be removed from the service in accordance with Section 124.34 of the Revised Code. An employee who fails to return to service from a leave of absence without pay, and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

SECTION 15.2 Maternity Leave.

- A. Pregnancy, childbirth, and related medical conditions will be time off provided as follows, upon written request to the appropriate appointing authority, a pregnant employee shall be granted a leave of absence without pay, subject to the provisions of this rule:-
1. The length of Leave. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed three (3) months. If the employee is unable to return to active work status within three (3) months, the employee shall be given a disability separation. Such leave shall not include time being requested for purposes of child care following the recovery of the employee.
 2. Physician's Certificate. A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.
 3. A pregnant employee shall be permitted to use any or all of the employee's accumulated sick credit only for the period of time, as certified by the physician's certificate that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period.
 4. A pregnant employee, upon request, shall be permitted to use any or

all of the employee's accumulated holidays, vacation, or compensation time at any reasonable time before or following childbirth. Such accumulated vacation, compensation time or holiday leave may precede, be part of, or follow the period of maternity leave.

SECTION 15.3 Military Leave.

A. Military Leave With Pay.

1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Militia, or members of other reserve components of the armed forces of the United States of America are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service for field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.
2. Employees shall receive the compensation they would have received for up to thirty-one (31) days in a calendar year even though they served for more than thirty-one (31) days of such year on field training or active duty. There is no requirement that the service is for one (1) continuous period of time.
3. Employees are required to submit to the Sheriff an order or statement from the appropriate military commander as evidence military duty before a military leave with pay will be granted.
4. Records indicating the amount of compensation received as a result of military service shall be submitted to the Sheriff. The Sheriff, upon approving such leave, shall authorize the County Auditor to compensate the employee at an hourly rate. Military earnings received and the employee's regular normal earnings for the pay period(s) in which the military leave occurred. Compensation received for the above purpose shall not exceed one hundred seventy-six (176) hours in any one calendar year.

B. Military Leave Without Pay.

1. Any Bargaining Unit employee who has held a position for a period of at least ninety (90) days shall be granted a military leave of absence to be inducted or otherwise enter military duty. This military leave shall be without pay and shall be considered as a separation from service with

reinstatement rights.

SECTION 15.4 Disability Leave.

- A. Employees, due to a disabling illness, injury or condition may be granted, by the Sheriff, a leave of absence without pay for a period of six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.
- B. If the employee is unable to return to active work status within the six (6) month period due to the same disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on a leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to the disability shall not exceed three (3) years for purpose of reinstatement rights under this chapter.
- C. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition, shall be required prior to the granting of a leave of absence or disability separation unless the employee is hospitalized at the time the leave of absence is to begin or the disability separation is given. If an examination is requested by the Sheriff, the County shall bear the cost of the examination.

SECTION 15.5 Court Leave for Non-Job Related Court Appearances.

- A. Court leave with pay will be granted to a full-time employee who is subpoenaed for any non-job related court or jury duty by the United States, the State of Ohio or a political sub-division. Court leave with pay will be granted to any employee subpoenaed and required to appear as a plaintiff, witness, or defendant in any criminal or civil matter.
- B. Employees should honor any subpoena issued to them including those for Worker's Compensation, Unemployment Compensation Personnel Board of Review, and State Personnel Board of Review.
- C. Employees shall contact the Sheriff, his designated representative, or Shift Supervisor after the court or jury duty responsibilities are met to determine if they are supposed to report to work.
- D. All monies received as compensation unless jury duty was served totally outside of regular working hours, shall be turned over to the County.

- E. Employees will not be entitled to court leave appearing in court for a criminal or civil case, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. These absences would be leave without pay or vacation or may be charged to the employee's other accumulated leave time.

SECTION 15.6 Personal Leave

- A. Any personal leave of absence requested must be submitted to the Sheriff not less than fourteen (14) working days in advance and approved by the Sheriff, or his designated representative, at least three (3) working days prior to the start of such leave. The parties may mutually agree to waive the above time requirements for a leave request due to an emergency situation. Personal leaves of absence shall be without pay and/or fringe benefits. Personal leaves of absence, if approved, shall not exceed thirty (30) day intervals, not to exceed a maximum duration of six (6) months, and shall be granted or denied at the discretion of the Sheriff or his designated representative.

ARTICLE 16

SAFETY AND WELFARE

SECTION 16.1 Safety Policy The County shall make reasonable provisions for the safety, health, and welfare of its employees. The Organization agrees to work cooperatively in maintaining safety in the Sheriff's Office.

SECTION 16.2 Minimum Road Force Officers will not be required to work road duty unless a second trained officer is assigned to assist road duty. This Section will be followed except in conditions beyond the control of the Defiance County Sheriff.

SECTION 16.3 Safe Equipment The County shall furnish and maintain necessary equipment for employees to safely carry out their duties. The County's obligation to maintain equipment shall include, without limitation, the requirement that patrol vehicles be maintained so as to comply with all minimum safety requirements promulgated pursuant to Revised Code Chapter 4513 for passenger automobiles generally, that all emergency lighting and other special equipment employed to adapt the patrol vehicle for use as emergency vehicles be properly maintained, and that the patrol vehicles be maintained so as to be dependable for use in emergency situations consistent with fulfillment of the County's obligation arising under Section 2 of this Article.

SECTION 16.4 Organization's Responsibility for Safety. 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 County. The County agrees to discuss safety conditions and practices in accordance with Article 17, Section 2-G.

ARTICLE 17

LABOR-MANAGEMENT CONFERENCE

SECTION 17.1 In the interest of effective communications, either party may request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party not less than five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within a reasonable time period upon a mutually acceptable date.

SECTION 17.2 The purpose of such meeting shall be limited to:-

- A. Discuss the administration of this agreement.
- B. Notify the Organization of changes made by the Employer which affect the Bargaining Unit personnel.
- C. Discuss grievances which have not been processed beyond the final step, when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Organization's representative the opportunity to share the views of their members and/or make suggestions on subjects of interest.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to employees.

SECTION 17.3 There shall be no more than four (4) employee representatives for each party in attendance at the Labor-Management Conference.

ARTICLE 18

SEVERANCE PAY

SECTION 18.1 Upon retirement, death, resignation, or termination, full-time employees shall be paid for all approved accumulated verified and unpaid vacation, regular pay, overtime pay, and compensatory time, due and owed to them as of their last date of employment. In the case of death, the above payments shall be paid in accordance with 2113.04 of the Ohio Revised Code or to his/her estate.

ARTICLE 19

OVERTIME/COMPENSATORY TIME

SECTION 19.1 The Sheriff and DCDA agree for the Current Work Schedule that is in effect at the time of this Agreement. The Sheriff will pay overtime at the hour for hour up to the 87th hour and one and one-half times per hour for the 87th hour worked plus additional hours. This will be calculated in 15 min (.25) increments. This can be taken in pay or in lieu of pay members can convert overtime hours worked to compensatory time. (EXAMPLE: Current Work Schedule for a Two-Week Period).

<u>Week</u>	<u>Hours Allowed to Work Straight Time</u>	<u>Comp Time Paid at 1.0 Times Each Hour</u>	<u>Comp Time Paid at 1.5 Times Each Hour</u>
1 & 2	80	81 - 86	87 +

Bargaining unit members will not be allowed to have more than 80 hrs. of comp time accrued at any given time. All overtime worked after employee has met the 80 hr. limit must be taken in overtime pay.

SECTION 19.2 A Deputy called to court due to his/her investigations as a Deputy and is on off-duty time, will be paid at one and one-half (1/2) times his/her base rate of pay. This pay will be given regardless of the hours worked in the Deputy's Two-Week Scheduled Pay Period.

Each court appearance will be paid at a minimum of two (2) hours. Each hour of time after the minimum will be paid in increments of a one-half hour.

SECTION 19.3 The Defiance County Sheriff agrees to overtime pay for all Sheriff mandated training (including the State of Ohio mandated firearm training). Mandatory training will be paid at time and one-half of his/her base hourly rate. For all voluntary training, a Bargaining Unit employee will be compensated in comp time at one (1) hour of comp time for

each hour of training. This overtime, mandatory or voluntary, will only be paid if the employee does not use any sick time within forty-eight hours of the day the employee worked overtime or provides a doctor's excuse.

SECTION 19.4 K-9 Handlers will be compensated \$1750.00 per year for the day to day care, grooming, feeding, exercising and training of each k-9. Being paid on the last pay period of the year. DCSO will also pay the boarding cost for boarding the k-9 for vacations taken by the handler.

ARTICLE 20

BUCKEYE STATE SHERIFF'S ASSOCIATION

SECTION 20.1 The Defiance County Sheriff agrees to pay each Bargaining Unit employee's membership dues to the Buckeye State Sheriff's Association each year.

ARTICLE 21

HOLIDAYS

SECTION 21.1 Full-time employees of the Sheriff's Office are entitled to a regular day of pay for each holiday.

SECTION 21.2 The following shall be designated as paid holidays:-

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day
Labor Day	

SECTION 21.2A Should the County increase in paid holidays, so shall the members of the

Bargaining Unit.

SECTION 21.3 To be eligible to receive holiday pay for a designated holiday, employees must meet the following requirements:-

- A. Employees who are scheduled to work on a designated holiday and do not report to work shall not be entitled to holiday pay unless the employee is hospitalized or produces a valid doctor's excusable slip dated prior to the holiday involved.

SECTION 21.4 Holidays that occur within an eligible employee's approved vacation or compensatory days off will be paid in accordance with the following example:-

- A. If an employee is on vacation from Monday through Friday, and a holiday falls any place within the vacation days, the employee will be paid for the holiday and no vacation hours will be deducted from the hours accumulated. The same applies to an employee on compensatory time off.
- B. The following is how the holiday will be recorded and shows up at the end of the year, in December, when holidays are paid. The employee is on vacation or compensatory time off from Monday through Friday, Wednesday is a holiday. The employee will be paid for five days, four days, thirty-two (32) hours rather than forty (40) hours will be deducted from the accumulated hours of the category from which the time off was granted. In December, if this is the only holiday involved, the employee will be paid for nine (9) holidays, one has already been paid.

SECTION 21.5 Employees who are scheduled or required to work on a scheduled holiday shall receive their regular pay plus holiday pay. Holiday pay shall be computed on a regular eight (8) hour day.

SECTION 21.6 Employees who are on a leave of absence without pay, in accordance with Article 15 of this Agreement, shall not be eligible for the holiday.

SECTION 21.7 Designated holidays which fall on a Saturday shall be observed on the preceding Friday, and holidays which falls on a Sunday shall be observed on the following Monday.

SECTION 21.8 Employees will continue to be paid for all entitled holidays in December of each year, prior to Christmas. In this manner, Christmas is being paid in advance. If for some reason the employee is not entitled to holiday pay for Christmas and has already been paid, one day of holiday pay will be deducted from the following year.

SECTION 21.9 On the holidays of Christmas and New Years Day, the employee must

work the day before the Holiday (if so scheduled) to receive Holiday Pay for that day.

ARTICLE 22

VACATIONS

SECTION 22.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based on the length of service as follows:-

- | | | |
|----|--|-------------|
| A. | Less than one (1) year of service completed: | NO VACATION |
| B. | One (1) year of service but less than eight (8) years of service: | 80 HOURS |
| C. | Eight (8) years of service but less than fifteen (15) years of service: | 120 HOURS |
| D. | Fifteen (15) years of service but less than twenty-five (25) years of service: | 160 HOURS |
| E. | Twenty-five (25) years or more of service completed: | 200 HOURS |

SECTION 22.2 New employees of the Employer may be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

Each employee of the Employer who had been previously employed by the Employer with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit of such service for purposes of computing vacation time and accumulated sick leave only.

Employees previously employed by another political subdivision may also be entitled to a prior service credit. Prior service shall mean any service with the Employer, the County, or any political subdivision of the State.

SECTION 22.3 Vacation is credited each bi-weekly pay period at the following rates:-

- A. For those entitled to eighty (80) hours annual vacation: 3.1 hours per pay period.

- B. For those entitled to one hundred twenty (120) hours vacation: 4.6 hours per pay period.
- C. For those entitled to one hundred sixty (160) hours vacation: 6.2 hours per pay period.
- D. For those entitled to two hundred (200) hours of vacation: 7.7 hours per pay period.

SECTION 22.4

- A. No employee will be entitled to vacation leave nor payment for accumulated vacation, under any circumstances, until he or she has completed one (1) year of employment with the Employer.
- B. Vacation time-off shall be normally granted at such time as the employee finds most suitable, considering both the wishes of the employee and the operational needs of the Employer.
- C. The Employer will give vacation preference to employees on the basis of seniority with the Sheriff's Office, where it is practical. Employees shall request vacation fourteen (14) days prior to the start of the vacation. The fourteen (14) day notice may be waived at the option of the Sheriff. If two (2) or more Bargaining Unit employees, on the same shift, request their vacation for the same date(s), the Employer will schedule the most senior employee(s) for vacation as the operational needs of the Employer permit. If an employee has forty (40) hours of time off, a senior employee may not bump during that time.
- D. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed three (3) years accumulation. This accumulation of vacation time must be approved in advance and must be in response to special circumstances.
- E. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of their annual accrual, except as provided for in "D" above. Such excess leave shall be eliminated from the employee's leave balance in accordance with OAG 72-013.
- F. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation up to three (3) years. In the case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code or to his estate.

- G. Vacation leave is earned while on vacation, sick leave or compensation time, but not earned while performing overtime.
- H. Full-time employees who are in active pay status less than the normal schedule during a given pay period will accumulate vacation at a rate equal to that percentage of the pay period they actually worked.
- I. Vacations may be taken in not less than four (4) hour increments.

ARTICLE 23

SICK LEAVE

SECTION 23.1 Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave up to a maximum yearly accumulation of one hundred twenty (120) hours, but not during a leave of absence, suspension, or layoff. Unused sick leave shall accumulate without limit.

SECTION 23.2 Retention of Sick Leave. An employee who transfers from a public agency to the County or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that Section, so long as he is employed by the County, except that deduction shall be made for any payment or credit previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the County provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

SECTION 23.3 Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with this Agreement.

SECTION 23.4 Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normally scheduled work day or work week earnings.

SECTION 23.5 Uses of Sick Leave.

- A. Sick leave shall be granted to an employee only upon approval of the Sheriff and

for the following reasons:-

1. Illness or injury of the employee or a member of his immediate family. (In the case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it is justified, but such cases will be carefully investigated).
 2. The death of a member of his immediate family shall be limited to three (3) days, except that in event of the death of an employee's aunt or uncle, an employee shall be granted the day of the funeral off, without pay for the purpose of attending the funeral. Employees shall not utilize accrued sick leave to attend the funeral of an aunt or uncle but may use accrued compensation time.
 3. Medical, dental or optical examination or treatment of an employee or a member of his/her immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when through exposure to a contagious disease the presence of the employee at his/her job would jeopardize the health of others.
 5. Pregnancy and/or childbirth, and other conditions related thereto.
- B. For the purpose of this Section, immediate family shall be defined as the employee's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, stepchild, child, grandchild, a legal guardian or other person who stands in place of a parent, (loco parentis). The family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of his immediate family.

SECTION 23.6 Evidence Required for Sick Leave Usage. The County shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written signed a statement, or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Sick leave shall not be considered approved until the employee has submitted proper documentation, and the requested leave has been approved by the Sheriff or his designee.

SECTION 23.7 Notification by Employer. When an employee is unable to report to work, he shall notify his immediate supervisor, or other designated person, one (1) hour before the time he

is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or other arrangements have been made in advance with the supervisor.

SECTION 23.8 Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave which defrauds the Sheriff's Office shall result in dismissal and refund of salary or wage paid.

Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages while committing a felony, or other criminal action.

SECTION 23.9 Physician Statements. Employees with an illness or disability exceeding three (3) days, shall be required to furnish a statement from his/her physician, notifying the County that the employee is unable to perform his/her duties, and shall be required to present a statement from his/her physician upon his return to work, indicating his/her fitness.

Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Any employee whose sick leave record evidence a pattern of excessive use of sick leave shall be required to submit a physician's statement verifying the nature of the employee's illness.

An employee must have a doctor's excuse and verification of a doctor's appointment on the sixth (6th) day and each day thereafter of sick leave used within the year. The five (5) days does not include any previously used sick days with a doctor's excuse.

SECTION 23.10 Physician Examination. The County may require an employee to take an examination, conducted by a licensed physician, appointed by the County, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the County.

SECTION 23.11 Retirement/Sick Leave Conversion. Any Bargaining Unit employee who retires, after ten (10) years of continuous service, under the provisions of the P.E.R.S., or any other applicable plan of the State of Ohio or the county of Defiance, pursuant to the Ohio Revised Code 124.39B, will be compensated for accumulated, but unused, sick leave at the time of retirement in the following manner:-

- A. One (1) day's pay for every four (4) days of accumulated, but unused, sick leave on a maximum accumulation of one hundred twenty (120) days. Maximum payment shall not exceed thirty (30) days times the employee's daily base rate.

An employee's "daily base rate" or "day's pay" shall be figured by dividing the employee's

annual base rate of pay, at the time of retirement by 2080 hours, and multiplying that base hourly rate figure by eight (8) hours.

In the case of death of an active employee after ten (10) years of continuous service, his accumulated sick leave will be paid in accordance with ORC 2113.04.

SECTION 23.12 Attendance Bonus. If during any working year, from January 1st to June 30th, a Bargaining Unit member does not use any accumulated sick leave, that member will be entitled to one (1) personal day off with pay. From July 1st through December 31st, if the employee doesn't use any sick leave, the employee will be entitled to one (1) personal day. Any required days off must be with the advance approval of the immediate supervisor. The use of any sick days in that period eliminates any bonus day. The two (2) earned days will be credited as appropriate.

ARTICLE 24

UNIFORMS

SECTION 24.1 The Sheriff will provide a list of equipment and uniforms which will be provided for those employees within the classification of Deputy and Corrections.

SECTION 24.2 All uniforms, accessories, and other items of clothing purchased by the Sheriff's Office shall remain the property of the County. Upon termination of employment, the employee shall return such uniforms, accessories, and other items of clothing to the Employer, or with the approval of the Sheriff, shall pay the County a fair market value for those items which the employee is permitted to keep. The Sheriff shall determine which items shall be made available for purchase.

SECTION 24.3 The Sheriff shall determine the specification of all uniforms, accessories, and other items of clothing required.

SECTION 24.4 Employees receiving uniforms, accessories, and other items of clothing are responsible for their maintenance and care of those items and shall present themselves for duty in accordance with the proper dress code, as prescribed by the Sheriff's Office Policy. Any employee commencing their shift, not in proper uniform shall be subject to disciplinary action in accordance with established rules.

SECTION 24.5 Uniforms, accessories, and other items of clothing shall be replaced on an "as needed" basis, as determined by the Sheriff.

SECTION 24.6 Dry cleaning of uniforms will be paid by the Sheriff's Office, providing such uniforms are cleaned by an establishment designated by the Employer.

ARTICLE 25

ADVANCED EDUCATION, TRAINING, AND SEMINARS

SECTION 25.1 The Employer will provide for related and relevant advanced and supplemental educational opportunities and training in accordance with County Policy.

SECTION 25.2 Employees eligible for such advanced education and training shall be full-time employees on active employment status. Coursework or training must be consistent with job-related duties and approved by the Sheriff or his designee.

SECTION 25.3 The Sheriff may require employees to attend job-related seminars and training workshops. When such training is required, the expense of the seminar or workshop shall be borne by the County, and reasonable expenses related to travel, lodging and meals shall be reimbursed in accordance with the Sheriff's Office Policy.

SECTION 25.4 Full-time employees with college degrees will be paid in the following manner: a two (2) year degree = \$300 a year, a four-year degree = \$500 a year, a masters degree = \$700 a year and a Ph.D. = \$900 a year. This will be paid five (5) years throughout your career at The Defiance County Sheriff's Office, and the Bargaining Unit member picks what year he/she wants to receive this bonus. The request for payment must be made in writing and submitted to the administrative officer no later than November 1 of the year in which the bonus is requested. This bonus will be paid out on the last paycheck in November of that same year you requested.

ARTICLE 26

HOSPITALIZATION/MEDICAL/ACCIDENTAL DEATH INSURANCE

SECTION 26.1 The Defiance County Sheriff's Office Bargaining Unit employees are eligible to participate in the group coverage for Hospitalization and Medical Health Insurance coverage for either single, two-family or family coverage that is currently in effect by the Defiance County Commissioners. Each employee, who participates, will be responsible for the following co-payments:-

SECTION 26.2 In the event a Bargaining Unit employee must take an extended unpaid leave of absence, the Employer, upon written request of the Bargaining Unit employee, will continue to assume the premium cost for a period of one (1) full pay period following the date of

the unpaid leave or absence. Therefore, that person shall be responsible for paying premiums or permitting the coverage to lapse.

ARTICLE 27

FALSE ARREST AND MALPRACTICE INSURANCE

SECTION 27.1 The County shall provide False Arrest and Malpractice Insurance coverage for all full-time employees within the classification of Deputy Sheriff and Corrections Officer.

SECTION 27.2 In the event it is necessary for an employee, covered by this Agreement and required by the performance of his/her duties, to secure a bond, the County shall bear the premium cost of such bond.

ARTICLE 28

WAGES

SECTION 28.1 The Bargaining Unit Deputies will be paid on a wage scale as indicated below. This schedule lists the presently employed Deputies and their rates as of January 1, 2017.

Each Deputy receives an increment, plus a 1% increase. Those Deputies who reach the top of the increment, which is a nine-year step scale, will continue to receive the 1% increase for the duration of this Agreement. If The County rate increases at any time, so shall the members of the Bargaining Unit.

SECTION 28.2 The present employees will receive;

<u>Deputy:</u>	<u>01-01-17</u>	<u>01-01-18</u>	<u>01-01-19</u>
Waxler	+1%	+1%	+1%
	<u>\$54,433.60</u>	<u>\$54,974.40</u>	<u>\$55,536.00</u>
Fackler	+1%	+1%	+1%

	<u>\$54,433.60</u>	<u>\$54,974.40</u>	<u>\$55,536.00</u>
Giesige	+1%	+1%	+1%
	<u>\$54,433.60</u>	<u>\$54,974.40</u>	<u>\$55,536.00</u>
Phipps	+1%	+1%	+1%
	<u>\$54,433.60</u>	<u>\$54,974.40</u>	<u>\$55,536.00</u>
C. Taylor	+1%	+1%	+1%
	<u>\$54,433.60</u>	<u>\$54,974.40</u>	<u>\$55,536.00</u>
G. Taylor	+1%	+1%	+1%
	<u>\$54,433.60</u>	<u>\$54,974.40</u>	<u>\$55,536.00</u>
Flanary	+1%	+1%	+1%
	<u>\$52,520.00</u>	<u>+ 1,934.40</u> <u>\$54,974.40</u>	<u>\$55,536.00</u>
Stecher	+1%	+1%	+1%
	<u>\$52,728.00</u>	<u>+ 1,726.40</u> <u>\$54,974.40</u>	<u>\$55,536.00</u>
Franzdorf	+1%	+1%	+1%
	<u>\$51,459.20</u>	<u>+ 1,500.00</u> <u>\$53,479.19</u>	<u>+ 2,056.00</u> <u>\$55,536.00</u>
Grillot	+1%	+1%	+1%
	<u>\$46,924.80</u>	<u>+ 2,000.00</u> <u>\$49,403.20</u>	<u>+ 2,000.00</u> <u>\$51,403.20</u>
Strausbaugh	+1%	+1%	+1%
	<u>\$46,924.80</u>	<u>+ 2,000.00</u> <u>\$49,403.20</u>	<u>+ 2,000.00</u> <u>\$51,403.20</u>
Sanders		+1%	+1%
	<u>\$43,680.00</u>	<u>+ 2,000.00</u> <u>\$46,116.80</u>	<u>+ 2,000.00</u> <u>\$48,574.74</u>

New-Hire		+1%	+1%
		+ 2,000.00	+ 2,000.00
	<u>\$43,680.00</u>	<u>\$46,116.80</u>	<u>\$48,574.74</u>

SECTION 28.3 Longevity Pay. Full-time employees are entitled to longevity pay in return for his/her continuous service at The Defiance County Sheriff’s Office. The amount of longevity pay to which an employee is entitled is listed below:-

- A. After Ten (10) years of continuous service, a Bargaining Unit member will be entitled to \$400. This will be paid on his/her anniversary date at the end of his/her tenth (10) year and on each anniversary date until his/her fifteenth (15th) year.
- B. After Fifteen (15) years of continuous service, a Bargaining Unit member will be entitled to \$600. This will be paid on his/her anniversary date at the end of his/her twentieth (20th) year and on each anniversary date thereafter as long as he/she is employed at the Defiance County Sheriff’s Office.
- C. After Twenty (20) years of continuous service, a Bargaining Unit member will be entitled to \$800. This will be paid on his/her anniversary date at the end of his/her twentieth (20th) year and on each anniversary date until his/her retirement.

ARTICLE 29

MISCELLANEOUS

SECTION 29.1 PERS Employees shall be provided coverage under the Public Employees Retirement System as required by the Revised Code of Ohio.

SECTION 29.2 Unemployment Compensation. Bargaining Unit employees shall be provided Unemployment Compensation coverage to the extent required by the ORC.

SECTION 29.3 Injury Leave/Worker’s Compensation. The County shall provide Worker’s Compensation in accordance with State requirements.

SECTION 29.4 Outside Employment. No employee shall accept outside employment that interferes with the employee’s performance of his/her duties or responsibilities in his/her position with the County or comprises the employee’s position with the County through a conflict of

interest. All outside employment shall be approved by the Sheriff prior to accepting this employment.

SECTION 29.5 Travel Allowance. Any employee requested by the County to use his private vehicle in the course of his employment shall receive a mileage allowance in accordance with the policy in effect for all County employees.

SECTION 29.6 Shortages and Overpayments. Employees who experience shortages or overpayments shall report those shortages or overpayments to their immediate supervisor, and arrangements will be made to make the adjustment. Adjustments for overpayments shall be limited to a maximum of twenty-five percent (25%) of the employee's net earnings for each pay period until the amount of overpayment has been repaid to the County.

SECTION 29.7 Exit Interviews. Upon an employee's resignation or retirement, he shall be afforded the opportunity for an interview with the Sheriff. The purpose of this interview shall be to allow the employee to express reasons for termination and his/her views on the operation of the Sheriff's Office.

ARTICLE 30

WAIVER IN CASE OF EMERGENCY

SECTION 30.1 In the case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, County Commissioners or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:-

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

SECTION 30.2 Upon termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed, prior to the emergency.

ARTICLE 31

NO STRIKE OR LOCKOUT

SECTION 31.1 It is understood and agreed that the services performed by County employees included under this Agreement are essential to the public health, safety, and welfare. The Organization, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slow-down or other interference with these services.

SECTION 31.2 When the County notifies the Organization that any employees of the Bargaining Unit, individually or collectively, are engaged in any strike activity, as outlined above, the Organization agrees to disclaim approval of the strike and instruct all employees to return to work immediately. Should the Organization fail to disclaim approval of the strike and instruct employees to return to work, the County shall have the option of canceling any or all Article (s), Section (s), or Sub-section (s) of this Agreement. Any employee failing to return to work or who participated in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge, and only the question of whether or not he or she did, in fact, participate in or promote such action shall be subject to appeal.

SECTION 31.3 Nothing herein shall restrict any statutory rights of the County to act in regard to an illegal strike by its employees.

The County agrees that neither it, its' officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees of the Bargaining Unit, unless those members shall have violated the above Sections of this Article.

This contract takes effect May 1, 2017, through and including April 30, 2020.

In witness of which, the parties have agreed to it and have executed this Agreement at Defiance, Ohio, this 25th day of April 2017

FOR THE DEFIANCE COUNTY SHERIFF:

Sheriff Douglas J. Engel

FOR THE DEFIANCE COUNTY DEPUTIES ASSOCIATION

Deputy Gary W. Taylor II, President

Deputy Dana Phipps, Vice President

Deputy Abram Franzdorf, Secretary

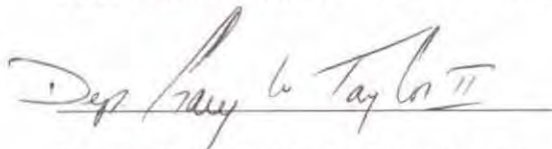
FOR THE DEFIANCE COUNTY COMMISSIONERS

FOR THE DEFIANCE COUNTY SHERIFF:

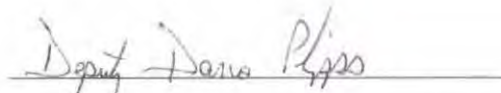


Sheriff Douglas J. Engel

FOR THE DEFIANCE COUNTY DEPUTIES ASSOCIATION



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