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AGREEMENT
BETWEEN
DEFIANCE COUNTY SHERIFF
AND
DEFIANCE COUNTY COMMUNICATIONS ASSOCIATION

June 1, 2019 through May 31, 2022

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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 Communications Officers, hereinafter referred to as 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, 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 employee, 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 to 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 the authorization conferred by the 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. In the event that 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, and 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 DCCA will consist of Communications Officers of the Defiance County 911 Center and include all Communications Officers and Communications Sergeants. Communications Officers can request to be excluded from the organization in writing.

SECTION 1.4 The officers of DCCA will be a two-year term. The officers will consist of one President and one Vice-President/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 as well as maintain all meeting minutes. The officers will be elected by the members of DCCA by a majority vote.

SECTION 1.5 Meetings for DCCA 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 work force, 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. DCCA 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 Association 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 County Communication's Office, who are included in the Bargaining Unit herein after 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:

COMMUNICATIONS OFFICER

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 foregoing provisions of this Article, Management, 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

REPRESENTATION

SECTION 5.1 The Organization shall submit in writing the names of its officers or representatives who are authorized to speak on behalf of the Organization and/or represent

Bargaining Unit employees. The Employer agrees to recognize one representative on each work shift selected by DCCA. The DCCA 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 5.2 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 5.3 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 5.4 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 5.5 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 5.4 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 6

BULLETIN BOARDS

SECTION 6.1 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 or Pension Board Publications.

SECTION 6.2 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 contain 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 7

GRIEVANCE PROCEDURE

SECTION 7.1 The term grievance shall mean an allegation by a Bargaining Unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal, State and/or City/County laws and/or by the United States or Ohio Constitutions.

SECTION 7.2 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 7.3 All grievances must be processed at the proper step in the progression in order 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 7.4 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 DCCA 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 911 Director and/or shift supervisor in writing within six (6) calendar days of the occurrence of the incident giving rise to the grievance. The 911 Director and/or shift supervisor shall investigate and provide an appropriate answer within six (6) calendar days following the day on which the 911 Director and/or shift

supervisor was presented the grievance. The 911 Director and/or 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 Sheriff's Designee or equal rank supervisor, within six (6) calendar days after receiving the Step 1 reply. The Sheriff or his designee shall investigate and respond to the grievant and/or shift representative (to include 911 Director) 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 7.5 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 incident giving rise to the grievance.
- G. Articles and Sections of Agreement violated.

SECTION 7.6 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 desire 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 7.7 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 8

DISCIPLINARY PROCEDURES

SECTION 8.1 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 8.2 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 DCCA 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 8.3 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 8.4 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 8.5 Employees may request copies at a cost of \$2.00 for the first 20 pages and \$0.10 for each additional page thereafter of documents introduced as evidence at such hearing.

SECTION 8.6 A Polygraph examination may be administered with 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 9

PERSONAL SERVICE RECORDS

SECTION 9.1 Any Communications Officer shall be permitted to review his Personal Service Records, and may receive a copy of any item in his file at a cost of \$2.00 for the first 20 pages and \$0.10 for each additional page 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 10

WORK RULES

SECTION 10.1 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 10.2 Work rules, policies and directives shall not violate any provisions of this Agreement.

SECTION 10.3 Work rules, policies and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

SECTION 10.4 Copies of changes in existing work rules or newly established work rules, shall be performed and trained on prior to their effective date.

SECTION 10.5 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 10.6 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 time of their hire.

ARTICLE 11

SENIORITY AND RELATED MATTERS

SECTION 11.1 Seniority. It is understood that seniority shall, in all applications except layoffs and as otherwise specifically provide 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 11.2 New Hire Probationary Period. A newly appointed employee shall serve a probationary period, probationary period will last one year from the time of hire. 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. 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 11.3 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 11.4 Training All newly hired trainees shall complete the training program provided by the 911 Director. The training program will consist of classroom and on the job training. Training will meet state requirements as they become available.

SECTION 11.5 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 12.

SECTION 11.6 Reinstatement after Disability Separation. An employee given a disability separation shall have the right to reinstatement within two (2) 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 exist, the employee may be laid off.

ARTICLE 12

LAYOFF AND RECALL PROCEDURES

SECTION 12.1 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 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 lay off rights as outlined above.

SECTION 12.2 Prior to laying off any permanent full-time employee, management shall terminate any probationary or temporary employees within the affected classification.

SECTION 12.3 Nothing contained in this layoff procedure shall prohibit any Non-Bargaining Unit employee from exercising rights guaranteed him under the Ohio Revised Code.

SECTION 12.4 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 12.5 When management decides to fill a position vacated by lay-off, eligible

employees shall be recalled in the inverse order in which they were laid off.

ARTICLE 13

PROMOTIONS

SECTION 13.1 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 13.2 Whenever the 911 Director/Sheriff determines a Supervisor's position exists, notification will be given to all communications officers that a position will be open and those wishing to apply shall contact the 911 Director in writing and advise him of their desire to apply for said position.

SECTION 13.3 Communications Supervisor positions shall be filled with consideration of the review board. The review board will be made up of three individuals picked by the Sheriff and 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 13.4 To be qualified for a promotion to Shift Supervisor, a Communications Officer must have at least three (3) years of continuous service at the Defiance County Communications.

ARTICLE 14

LEAVE OF ABSENCE

SECTION 14.1 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 individual case if a leave of absence is to be granted, within the limitations of the Agreement.
- B. Sick Leave Credit and Vacation Credit. An employee on leave of absence without pay does not earn sick leave or vacation credit.
- 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 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 prior to 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 14.2 Maternity Leave.

- A. Pregnancy, childbirth, and related medical conditions, 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. 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 that cannot be performed 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, which 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 leave at any reasonable time prior to or following childbirth. Such accumulated vacation, compensation time or holiday leave may precede, be part of, or follow the period of maternity leave.

SECTION 14.3 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 on field training or active duty for a period not to exceed twenty-two (22) days in any one calendar year. (22 days) 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 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 be 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.

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 14.4 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 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 14.5 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 juvenile, etc. These absences would be leave without pay or vacation, or may be charged to the employee's other accumulated leave time.

SECTION 14.6

- 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 (5) 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 15

SAFETY AND WELFARE

SECTION 15.1 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 15.2 Minimum Work Force Communications Officers will not be assigned to work communications with less than two (2) Communications Officers assigned to a shift. This Section will be followed except in conditions beyond the control of the Defiance County Sheriff.

SECTION 15.3 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 16, Section 2-G.

ARTICLE 16

LABOR-MANAGEMENT CONFERENCE

SECTION 16.1 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 mutual acceptable date.

SECTION 16.2 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 16.3 There shall be no more than four (4) employee representatives for each party in attendance at the Labor-Management Conference.

ARTICLE 17

SEVERANCE PAY

SECTION 17.1 Upon retirement, death, resignation, or termination, full-time employees shall be paid for all approved accumulated verified and unpaid vacation, regular pay, over-time pay, and compensatory time, due and owed to them as of their last date of employment. In 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 18

OVERTIME/COMPENSATORY TIME

SECTION 18.1 The Sheriff agrees to pay overtime to any DCCA bargaining unit member who works over 40 hours during their work week at 1 ½ times the employees base salary. This can be taken in pay or in lieu of pay members can convert overtime hours worked to compensatory time. Overtime will be calculated in 15 minute increments.

SECTION 18.2 Bargaining unit members will not be allowed to have more than 60 hours of compensatory accrued at any given time. All overtime worked after an employee has met the 60 hour limit must be taken in overtime pay. All Communications Officers will have until 12/31/2019 to reduce compensatory balances to required amount.

SECTION 18.3 A Communications Officer called to court due to his/her involvement as a Communications Officer, and is on off duty time, will be paid at one and one-half (1 ½) times his/her base rate of pay.

Each court appearance will be paid in one-half hour increments.

ARTICLE 19

TRADE TIME OFF

SECTION 19.1 Employees may be allowed to trade time off with other employees within their respective classification, except in the event one or both of the employees requesting the trade are probationary. If both employees are probationary, the trade shall be approved by the Sheriff or his designee, and such trade does not interfere with the operations of the Sheriff's Office or create any additional costs to the County. Furthermore, the trade must be satisfied in the respective pay period.

All requests to trade time off shall be subject to the advance approval of the Sheriff or his designee. Trade time off forms must be filled out and turned in no later than the Wednesday preceding the end of the pay period.

SECTION 19.2 The following rules shall prevail for trading days off:-

- A. The approved Trade Sheet will be filled out in its entirety when a trade is being made in Communications.
- B. The dates must be specified on the trade sheet before being signed by both Communications Officers
- C. Once the trade sheet has been filled out and signed by both Communications Officers, the form is then to be turned into the 911 director for approval.

ARTICLE 20

HOLIDAYS

SECTION 20.1 Full-time employees of the Sheriff's Office/ Defiance County

Communications are entitled to a regular day of pay for each holiday. Communications Officers will be paid for a minimum of 11 holidays or more as Defiance County policy allows.

SECTION 20.2 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 20.3 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 said employee is hospitalized or produces a valid doctor's excusable slip dated prior to the holiday involved.

SECTION 20.4 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 not 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. If an employee takes vacation on a holiday, the employee will not lose vacation hours for that day but will forfeit pay for that holiday.
- C. 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 ten (10) holidays, one has already been paid.

SECTION 20.5 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 20.6 Employees who are on a leave of absence without pay, in accordance with Article 14 of this Agreement, shall not be eligible for holiday.

SECTION 20.7 Designated holidays which fall on a Saturday or Sunday shall be observed on the day of the holiday.

SECTION 20.8 Employees will continue to be paid for all entitled holidays in December of each year, prior to Christmas. Paying 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 20.9 On the holidays of Christmas and New Year's Day, the employee must work the day before the Holiday (if so scheduled) to receive Holiday Pay for that day.

ARTICLE 21

VACATIONS

SECTION 21.1 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 upon 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 21.2 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 21.3

- 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 or his designee. 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. Vacation may be taken in not less than four (4) hour increments.
- 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.
- 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

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 or on unpaid leave.
- 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. Vacation/Compensatory time may be taken in not less than one (1) hour increments when 3 Communications Officers are on shift and it does not create overtime. This time off has to be approved by the 911 Director.

ARTICLE 22

SICK LEAVE

SECTION 22.1 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 22.2 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 22.3 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 22.4 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 normal scheduled work day or work week earnings.

SECTION 22.5 Uses of Sick Leave.

- J. Sick leave shall be granted to an employee only upon approval of the Sheriff or his designee and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family. (In 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. 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, and 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 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.
- K. 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, step-child, 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 22.6 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 after the employee has used the maximum allowed sick days in a year, which is defined by county policy as 40 hours per calendar year. 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 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 22.7 Notification by Employer. When an employee is unable to report to work, he shall notify his immediate supervisor, or other designated person, three (3) hours before the time he/she 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 22.8 Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave which defraud 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 22.9 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 evidences 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.

SECTION 22.10 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 Sheriff or his Designee is authorized to communicate with the physician that has determined the employee incapable to work. The cost of such examination shall be paid by the County.

SECTION 22.11 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) hours. 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 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 22.12 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. Any required days off must be with the advance approval of the immediate supervisor. The use of any sick days in the allotted time frame eliminates the bonus day. The previous stated guidelines for attendance bonus are also to be followed from July 1 to December 31. The earned bonus day will be credited to the following half year and must be used within 6 months from date of issue.

ARTICLE 23

UNIFORMS

SECTION 23.1 The Sheriff will provide a list of uniforms which will be provided for those employees within the classification of Communications.

SECTION 23.2 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 23.3 The Sheriff shall determine the specification of all uniforms, accessories, and other items of clothing required.

SECTION 23.4 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 23.5 Uniforms, accessories, and other items of clothing shall be replaced on an as needed basis, as determined by the Sheriff or his designee.

SECTION 23.6 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 24

ADVANCED EDUCATION, TRAINING AND SEMINARS

SECTION 24.1 The Employer will provide for related and relevant advanced and supplemental educational opportunities and training in accordance with Sheriff's Office Policy.

SECTION 24.2 Employees eligible for such advanced education and training shall be full-time employees on active employment status. Course-work or training must be consistent with job related duties and approved by the Sheriff or his designee.

SECTION 24.3 The Sheriff or his designee 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 Sheriff's Office Policy.

ARTICLE 25

HOSPITALIZATION/MEDICAL/ACCIDENTAL DEATH INSURANCE

SECTION 25.1 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. This coverage will be equivalent to all employees of Defiance County.

SECTION 25.2 The Sheriff will pay each member of the bargaining unit's dues to the

Buckeye State Sheriff's Association.

ARTICLE 26

FALSE ARREST AND MALPRACTICE INSURANCE

SECTION 26.1 The County shall provide Malpractice Insurance coverage for all full-time employees within the classification of Communications Officer.

SECTION 26.2 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 27

WAGES

SECTION 27.1 The Bargaining Unit Communications Officers will be paid on a wage scale as indicated below. This schedule lists the presently employed Communications Officers and their rates for January 1, 2020 to January 1, 2022.

Each Communications officer receives an increment, plus a 1% increase (or more as the county allows). Those Communications Officers who reach the top of the increment, which is a five year step scale, will continue to receive the 1% (or more as the county allows) increase for the duration of this Agreement.

SECTION 27.2

The present employees will receive:

Communications Officer	1/1/2020	1/2/2021	1/1/2022
Hanenkrath 4/13/1999	\$ 21.24	\$ 21.45	\$ 21.66
Booth 10/7/2013	\$ 21.24	\$ 21.45	\$ 21.66
Kennedy 8/17/2015	\$ 20.17	\$ 20.37	\$ 20.57
Mayes 1/11/2016	\$ 20.17	\$ 20.37	\$ 20.57
Burns 6/6/2016	\$ 20.17	\$ 20.37	\$ 20.57
Hardy 5/1/2017	\$ 17.42 \$ 0.91	\$ 18.51 \$ 0.93	\$ 19.63 \$ 0.94
Thompson 7/7/2017	\$ 17.42 \$ 0.91	\$ 18.51 \$ 0.93	\$ 19.63 \$ 0.94
Hernandez 9/3/2018	\$ 16.23 \$ 0.91	\$ 17.31 \$ 0.93	\$ 18.42 \$ 0.94
Bradford 10/01/2018	\$ 16.23 \$ 0.91	\$ 17.31 \$ 0.93	\$ 18.42 \$ 0.94
New Hire	\$ 15.00 \$ 0.91	\$ 16.06 \$ 0.93	\$ 16.99 \$ 0.94
New Hire	\$ 15.00 \$ 0.91	\$ 15.15 \$ 0.93	\$ 15.30 \$ 0.94
Salary (Starting)	\$ 15.00	\$ 15.00	\$ 15.00

SECTION 27.3 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 (10th) 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 fifteenth (15th) year and on each anniversary date until his/her twentieth (20th) year.
- 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.

SECTION 27.4 Communications Sergeant. If an employee is promoted to the rank of Communications Sergeant they will receive an increase of \$0.50 in pay at the time of promotion.

SECTION 27.5 Training Completion Upon successful completion of the training program, the new hire employee will receive a \$0.30 increase in pay.

ARTICLE 28

MISCELLANEOUS

SECTION 28.1 PERS Employees shall be provided coverage under the Public Employees Retirement System as required by the Revised Code of Ohio.

SECTION 28.2 Unemployment Compensation. Bargaining Unit employees shall be provided Unemployment Compensation coverage to the extent required by the ORC.

SECTION 28.3 Injury Leave/Worker's Compensation. The County shall provide Worker's Compensation in accordance with State requirements.

SECTION 28.4 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 compromises the employee's position with the County through a conflict of interest.

SECTION 28.5 Travel Allowance. Any employee requested by the County to use his/her private vehicle in the course of his employment outside normal daily commute shall receive a mileage allowance in accordance with the policy in effect for all County employees.

SECTION 28.6 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 28.7 Exit Interviews. Upon an employee's resignation or retirement, he shall be afforded the opportunity for an interview with the 911 Director and 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 29

WAIVER IN CASE OF EMERGENCY

SECTION 29.1 In case of 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:-

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

SECTION 29.2 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 30

NO STRIKE OR LOCKOUT

SECTION 30.1 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 30.2 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 30.3 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 May 31, 2019.

In witness whereof, the parties have agreed hereto and have executed this Agreement at Defiance, Ohio, this (INSERT AGREEMENT DATE)

FOR THE DEFIANCE COUNTY SHERIFF:

FOR THE DEFIANCE COUNTY COMMUNICATIONS ASSOCIATION

FOR THE DEFIANCE COUNTY SHERIFF:



Sheriff

5-29-2019

FOR THE DEFIANCE COUNTY COMMUNICATIONS ASSOCIATION



President of Association

5-29-2019