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AGREEMENT

Between

THE FULTON COUNTY SHERIFF

And

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Case No.: 2011-MED-09-1164

DEPUTIES

EFFECTIVE JANUARY 1, 2012
THROUGH DECEMBER 31, 2014

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PREAMBLE/PURPOSE

This Agreement is entered into by and between the Fulton County Sheriff, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association hereafter referred to as the "OPBA" or "Union". The Agreement has as its purpose:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

Whenever the term "employee" is used throughout this Agreement, it shall mean all full-time employees in the classification of Road Patrol Deputy.

Whenever the term "Employer" is used in this Agreement, it shall mean the Fulton County Sheriff or the Sheriff's designee(s).

ARTICLE 1
UNION RECOGNITION

Section 1.1. Recognition. The Employer agrees that it has, and will continue to recognize the Union as the exclusive representative for negotiating wages, hours of work, and other terms and conditions of employment for all full-time employees of the Fulton County Sheriff's Office in the classification of Road Patrol Deputy, described in the State Employment Relations Board's ("SERB") order in Case No. 97-Rep-03-0056.

Employees excluded are: Sheriff, Chief Deputy, Sergeants, Dispatcher 9-1-1 Coordinator, Clerk, Deputy Clerk, Sheriff's Secretary, and all others.

Section 1.2. New Classifications. In the event of a dispute between the parties as to future inclusions or exclusions from this unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

Section 1.3. Roster. The Employer will furnish the OPBA with a list of all employees in the Classification included in the bargaining unit, indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 2
CONFLICT WITH LAW AND SEPARABILITY, TOTAL AGREEMENT

Section 2.1. Conflict of Laws. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement including the provisions of Ohio Revised Code Section 124.01 through 124.56. Where this Agreement makes no specification about a matter the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 2.2. Severability. The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

Section 2.3. Reserved Rights. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty, and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United State of America. The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited by the terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain exclusively those of the Employer.

Section 2.4. Captions To the extent that provisions contained in this Agreement contain captions or titles, such captions or titles are for reference purposes only and carry no substantive meaning.

ARTICLE 3
NO STRIKE—NO LOCKOUT

Section 3.1. No Strike. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the employer and the OPBA recognize their mutual responsibility to provide for uninterrupted services to the citizens of Fulton County. Therefore:

Section 3.2. Union Pledge. The OPBA agrees that neither it, its officers, agents, representatives, nor any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. When the Employer notifies the OPBA by telephone, that any employee covered by this Agreement is engaged in any strike activity, the Union will notify striking employees that they are required to return to work, and if they refuse, they are subject to the provision of Section 4117.23 of the Ohio Revised Code.

Section 3.3. No Lockout. The Employer agrees that neither it, its officers, agents, or representative, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the OPBA as a result of a labor dispute with the OPBA, provided the OPBA members are not in violation of Section 3.2 of this Article.

Section 3.4. Legal Remedies. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek available legal remedies provided by law to deal with any unauthorized or unlawful strike or other interruption of operations or services of the Employer.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Management Rights. The Employer's exclusive rights include, but shall not be limited to the following, including any management rights as outlined in Revised Code Chapter 4117, except as expressly limited by the terms as set forth in this Agreement:

A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure;
B. Direct, supervise, evaluate, or hire employees;
C. Maintain and improve efficiency and effectiveness of operations;
D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
E. Suspend, discipline, demote, or discharge, for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
F. Determine the adequacy of the work force;
G. Determine the overall mission of the Department;
H. Effectively manage the work force; and
I. Take actions to carry to the mission of the Department as a governmental unit.

Section 4.2. Reservation of Rights. Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement.

Date Tentatively Agreed: 1-10-12

ARTICLE 5
UNION REPRESENTATION

Section 5.1. Union Representative and Meetings. Upon twenty-four (24) hours or more advance notice or reasonable notice if twenty-four (24) hours advance notice is not possible the Employer will grant reasonable access to OPBA special counsel or off-duty employee representatives of the OPBA to attend meetings or perform duties, to the extent such meetings, grievances, or duties are specifically allowed by this Agreement. The OPBA may schedule meetings on the Employer's premises, with the Employer's approval, insofar as the meetings are not disruptive of the duties of the employees or the efficient operations of the Employer. Special rank and file meetings may be held at any hour. Insofar as is feasible, all on or off duty bargaining unit members shall be afforded the opportunity to attend such meetings.

Section 5.2. Preparation of Grievances. The writing and investigating of grievances shall be on non-work time, to the extent possible. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time.

Section 5.3. Union Officers, Roster. The OPBA shall provide the Employer an official roster of its local officers, assigned OPBA directors, which shall be kept current at all times by the OPBA and shall include the following:

A. Name;
B. Union position held; and
C. Work address and phone number of OPBA special counsel.

No employee shall be recognized as an OPBA representative until the Union has presented the Employer with written notice of that person's selection.

Section 5.4. Employees On Duty, Pay Status. Employees on duty shall lose no time nor pay for the handling of grievances or attendance at meetings with the Employer for purposes of OPBA representation.

Section 5.5. Operations not Interrupted. The OPBA agrees that no representative, either employee or special counsel, shall interfere with, interrupt, or disrupt the normal work duties of employees.

ARTICLE 6
UNION MEMBERSHIP

Section 6.1. Union Activity. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 6.2. Employee Choice. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 6.3. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7
WAIVER IN EMERGENCY

Section 7.1. Emergencies. In cases of emergency declared y the President of the United States, the Governor of the State of Ohio, the Emergency Management Agency, or the Federal or State legislature, or the Fulton County Sheriff, i.e. such acts of God, civil disaster, or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and
B. Agreements relating to the assignment of employees.

Section 7.2. Grievances. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outline in the grievance procedure of this Agreement from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 8
LABOR-MANAGEMENT MEETINGS

Section 8.1. Meetings, Agenda, Members. The parties agree to meet upon the request of the other to discuss matters which may include the following:

A. Changes contemplated by the Employer that may affect bargaining unit employees;
B. Ways to increase productivity and improve effectiveness;
C. Health and safety; and
D. Matters of contract administration that are not subject to the grievance procedure.
E. Discuss grievances at Step 1 of the grievance procedure in accordance with Section 13.8.

The party who requests the labor-management meeting shall provide the other party with an agenda for the meeting specifying the topic(s) to be discussed in advance. The Union will provide the Sheriff with the names of up to three (3) OPBA representatives and OPBA special counsel who will be attending. Such meetings shall normally be held during normal business hours unless otherwise mutually agreed. Such meetings are not intended to replace negotiations and are not to be used to alter or amend the basic Agreement. OPBA employee representatives attending labor management meetings shall suffer no loss of pay during such meetings.

ARTICLE 9
DUES DEDUCTION

Section 9.1. Dues Deduction. The Employer agrees to deduct from the wages and salaries of the bargaining unit members dues required by the OPBA by payroll deduction. All members of the bargaining unit shall either become dues paying members of the OPBA, or as a condition of continued employment, remit to the OPBA a fair share fee in the amount set by the OPBA per person per month in accordance with the provisions of Ohio Revised Code 4117.09(c), starting the thirty-first (31st) day of employment with the Employer or execution date of this Agreement, whichever comes first.

Section 9.2. Remittance. Dues and Fair Share Fees shall be paid over by the Employer once each month to the OPBA at 10147 North Royalton Road, North Royalton, Ohio or such address as set by the OPBA from time to time.

Section 9.3. Revocation. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the OPBA at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of employee to revoke during that period.

Section 9.4. Termination of Dues, Fee. The Employer's obligation to make deduction shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 9.5. Indemnification. The OPBA will indemnify and hold the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 9.6. Fair Share Fee. All bargaining unit employees who are not members of the OPBA shall pay a fair share fee to the OPBA in the amount of employee dues as set by the OPBA from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the OPBA of fair share fees shall be made in accordance with the regular dues deductions as provide herein.

Section 9.7. Notification to the County Auditor. The rate at which dues are to be deducted shall be certified to the County Auditor by the Treasurer of the OPBA one (1) month in advance. Written notice must be given to the County Auditor prior to making any changes in an individual's dues deductions. No notice will be given if no change in authorization or revocation has occurred from the prior written notice. Copies of all notices shall be provided to the Sheriff or his designee.

ARTICLE 10
DISCIPLINE

Section 10.1. Discipline. No employee shall, for disciplinary reasons, be reduced in pay, suspended without pay, or discharged except for just cause.

Section 10.2. Progressive Discipline. Except in instances of serious misconduct, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. For the purposes of this Article, "serious misconduct" includes by way of example, but is not limited to: falsification of any official documents; unauthorized disclosure of sensitive or confidential information; being under the influence of and/or the unauthorized possess, sale or purchase of alcohol or illicit drugs during working hours; physical violence; engaging in gross insubordination; conviction of a felony; embezzlement of public funds; or theft.

Section 10.3. Notice of Charges, Conference. Whenever the Employer determines that an employee may be reduced in pay, suspended without pay or terminated for disciplinary reasons, the Employer shall schedule a pre-disciplinary conference and notify the employee in writing of the charges that may form the basis for the disciplinary action together with written notification of the date, time, and place of the hearing.

The employee may choose to:

A. Appear at the predisciplinary conference to present an oral or written statement;
B. Appear at the predisciplinary conference and have one (1) Union representative present an oral or written statement; or
C. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

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

At the predisciplinary conference, the employee shall have an opportunity to offer an explanation either orally or in writing to the charges prior to discipline being imposed, regarding the alleged misconduct. The employee may be accompanied by an OPBA representative during such response if desired. Failure to respond or failure to respond truthfully by the employee may result in

additional disciplinary action. Upon the conclusion of the predisciplinary conference, a written report will be prepared by the person who conducted the predisciplinary conference concluding whether or not the alleged misconduct occurred. A copy of this report will be provided to the employee within ten (10) days following its preparation if requested.

Section 10.4. Investigatory Interview. In any investigatory interview between a bargaining unit employee and a member of the administration where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a union representative be present. The employee shall be informed of the subject of the investigation before the interview. No conference will be delayed more than forty-eight (48) hours unless otherwise agreed to enable the representative to attend.

Section 10.5. Leave Without Pay. Any employee charged with or under indictment for a felony or an offense of violence, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation leave or any other paid leave except sick leave during such leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor, except for an offense of violence, or the employee is found innocent of the charges, the employee shall be paid for all lost straight time hours up to the date of such discipline and shall have any vacation time used restored to the employee's credit.

Section 10.6. Written and Verbal Reprimands. Written documentation of verbal reprimands shall be kept in a separate file. Should any intervening discipline (verbal, written, etc.) occur within twelve (12) months, the verbal will be placed in the personnel file. Records of written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing that there had been no intervening disciplinary action taken during that time period for like or similar conduct.

Section 10.7. Appeals. Disciplinary actions may be appealed through the grievance procedure. However, verbal or written reprimands may not be appealed beyond the Sheriff's step in the grievance procedure. Grievances regarding termination may be initiated by the Union at the Arbitration step of the Grievance Procedure, Section 13.9.

Section 10.8. Issuance of Discipline. Disciplinary action must be instituted no later than ninety (90) calendar days after the occurrence or knowledge of the occurrence giving rise to the disciplinary action, except in the event of the criminal investigation and/or prosecution of the employee. When no disciplinary action is to be imposed, the employee shall be so advised within reasonable time of the conclusion of the investigation.

ARTICLE 11
POSTING AND BIDDING

Section 11.1. Vacant Positions, Posting, Selection. When a position not requiring a promotional examination becomes vacant, which management decides to fill, or is created, an announcement of same shall be posted in writing in a conspicuous location for five (5) working days. Interested employees shall submit resumes and a request for assignment to the position. Assignments to fill

such vacancies shall be based on qualifications and seniority. In cases in which the qualifications (based on the criteria set forth in Section 11.3) of the candidates are relatively equal, seniority shall be the predominant factor in making the assignment.

Lateral special assignments non-promotional in nature will be posted in writing in a conspicuous location for five (5) working days, requesting a letter of interest from the employee. Such lateral special assignments shall be filled based the criteria set forth in Section 11.3.

Section 11.2. Assignment by Sheriff. When a vacancy occurs to which no employee requests assignment, the Sheriff shall assign the least senior Deputy with the skills necessary to perform the assigned position.

Section 11.3. Special Assignments, Criteria. Special assignments that require the immediate assignment of a deputy will be filled on a temporary basis during the pendency of the posting and bidding procedure. The Employer will consider the following criteria in selection of the successful applicant: experience; ability to perform the essential functions of the position; records of attendance and discipline; education; other qualification; and experience. Where two (2) or more applicants are relatively equal considering the other criteria, seniority shall be the determining factor.

Section 11.4. Promotions Criteria. Promotions to a vacancy requiring a promotional examination shall be by competitive written examination and oral assessment. Candidates for a promotion shall be scored on a one-hundred (100) point scale. The promotional evaluation process shall be comprised of the following components, which will be weighted as follows:

A. The competitive examination shall count for twenty-five percent (25%) of the one-hundred (100) point score;
B. The oral interview with a third party provider shall count for twenty-five percent (25%);
C. Years of service shall count for twenty (20) percent, with Deputies receiving one point for each year of completed service in the classification of Deputy up to a maximum of twenty (20) points. In order to eligible for promotion, the Deputy must have three (3) years of road experience;
D. Educational attainment shall count for five (5) percent of the score based on the following scale:
    1. College hours taken, but no Associates Degree earned: one (1) point;
    2. Associates Degree: two (2) points;
    3. Bachelors Degree: three (3) points;
    4. Masters Degree: four (4) points; and
    5. Doctorate Degree: five (5) points.
E. Oral interview with representative of Sheriff's Office Administration shall count for twenty-five (25) percent.

ARTICLE 12
PROBATIONARY PERIODS

Section 12.1. Probationary Period, New Employees. Every newly hired full-time employee will be required to successfully complete a probationary period. The probationary period for new employee shall begin on the first day for which the employee receives compensation from the Employer as a full-time Deputy Sheriff and shall continue for a period of one (1) year. Full-time

employees who previously worked and were compensated as a part-time employee will have credited time worked as a part-time employee, prorated, during the twelve (12) months prior to appointment as a full-time employee to a maximum of one thousand forty (1,040) hours or six (6) months service.

A newly hired full-time probationary employee may be terminated at any time during the employee's probationary period and shall have no right to appeal under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to OPBA representation, including the Grievance Procedure.

Section 12.2. Promotional Probationary Period, Unsatisfactory Performance. A newly promoted employee will be required to successfully complete a probationary period for a newly appointed position that is within the bargaining unit. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of two thousand and eighty (2,080) hours in active pay status. A newly promoted employee who does not exhibit satisfactory performance may be returned to the employee's former position any time during the probationary period with no loss of seniority. A bargaining unit member who is demoted may challenge the probationary demotion through the grievance procedure to the Sheriff's step.

Section 12.3. Performance Evaluations. The Employer will conduct at least one (1) performance evaluation halfway through a full-time probationary employee's probation and an additional evaluation prior to the end of each full-time employee's probationary period to measure the employee's fitness to continue service in the position.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1. Grievance. 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. Any dispute or grievance which would change the terms of this Agreement or is an issue pertaining to the discipline or the acceptance or rejection of a probationary employee is not a "grievance" and is not subject to this grievance procedure.

Section 13.2. Exceptions. Where a specific administrative agency of a judicial or quasi-judicial nature is provided by the statutes of the State of Ohio or the United States for review or redress of specific matters, such as workers' compensation, unemployment compensation, etc., such matters shall not be the subject of a grievance or be processed as such. Where the alleged grievance is over discipline that qualifies for appeal under the Civil Service laws of the state, the aggrieved employee must appeal through the grievance procedure.

Section 13.3. Group Grievances. Where a group of bargaining unit members desire to file a grievance for a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member should be selected to file the grievance and each member who desires to be included in the grievance shall sign the one (1) grievance. Each member of the group shall be included by name. The Union representative may sign on behalf of the group.

Section 13.4. Grievance Information. All grievances shall contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

A. Aggrieved employee's name and signature or signature of union representative;
B. Aggrieved employee's classification;
C. The date the grievance was filed in writing;
D. The date and time the grievance occurred;
E. The location where the grievance occurred and facts giving rise the grievance;
F. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance;
G. The specific Article(s) and Section(s) of the Agreement alleged to have been violated; and
H. The desired remedy to resolve the grievance.

Section 13.5. Processing Grievances. All grievances must be processed at the proper step in order to be considered at 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 each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer 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 Employer and the Union, any such agreement shall be in writing and signed by both parties.

Section 13.6. Employee Right to Present Grievance. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate OPBA grievance representative will be notified of the right to be present at the adjustment of the grievance.

Section 13.7. Day. For purposes of this Article, a "day" shall be defined and shall mean calendar days excluding Saturdays, Sundays, or holidays as provided in this Agreement.

Section 13.8. Grievance Steps. Grievances must be submitted to the first step in the grievance procedure within seven (7) calendar days of the incident giving rise to the grievance.

Step 1. Labor - Management Meetings, Sheriff Response. Within the time limits stated above, the employee shall submit a written grievance to the Sheriff or his designee. A Labor-Management meeting shall be held within seven (7) days following the submission of the written grievance, at which time the members of the Labor-Management Committee shall discuss and attempt to resolve the grievance. Such Labor-Management meeting shall be scheduled in a manner to minimize any payment of overtime. Within five (5) days of the Labor-Management Committee meetings, the Sheriff shall draft a response stating whether or not the grievance was resolved at the meeting, and the terms of the resolution if one was reached.

Section 13.9. If the grievance is not resolved at Step 1, the Union, based upon the facts presented, shall have the right to decide whether to arbitrate a grievance. Within ten (10) days from the date of the Step 1 answer on a grievance from the Employer, the Union shall notify the Employer of its intent to seek arbitration over an unresolved grievance. Any request for arbitration or notice of intent to arbitrate not submitted within the prescribed period shall cause the grievance to be considered resolved based upon the Employer's last answer.

Section 13.10. Arbitrator. After receipt of a request to arbitrate, the representatives of each of the parties (the OPBA and the Employer) shall select an arbitrator. The arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from the FMCS OHIO database. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. The party requesting arbitration will be responsible for paying the cost of the list from FMCS and shall strike the first name. Each party may once reject a list and request from the FMCS another list of names until a mutually agreeable arbitrator is selected. The party rejecting a list shall pay the cost of another list. Nothing in this Article shall preclude the OPBA and Employer from mutually agreeing to an arbitrator who is not on the panel provided by FMCS.

Section 13.11. Authority of Arbitrator. The arbitrator shall limit decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

A. Contrary to or inconsistent with or modifying or varying in any away the terms of this Agreement or of applicable law;
B. Contrary to or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations, presently or in the future established by the Employer so long as such practice, policy, or regulation does not conflict with this Agreement;
C. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or making any award based on rights arising under any previous agreement, grievance, or practices; or
D. Establishing any new or different wage rates not negotiated as part of this Agreement.

Section 13.12. Arbitrability. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Section 13.13. Cost, Expense. The arbitrator shall rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling the witness. The fees of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 13.14. Arbitrator's Decision. The decision of the arbitrator shall be final and binding on the grievant, the OPBA and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs. The fees and expenses of the arbitration shall be split equally between the parties.

ARTICLE 14
SENORITY

Section 14.1. Seniority Defined. Office seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer from the last date of hire. Classification or Bargaining Unit Seniority shall be defined as the length of full-time service in an employee's regularly assigned classification or rank, such as Deputy, measured from the employee's date of hire or appointment as a full-time deputy to the deputy classification.

The following shall not constitute a break in continuous service:

A. Absence while on an approved leave of absence;
B. Absence while on approved sick leave or disability leave;
C. Military leave; or
D. A layoff of two (2) years duration or less.

The following situations constitute breaks in continuous service for which seniority is lost:

A. Discharge for just cause;
B. Retirement;
C. Layoff for more than two (2) years;
D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
E. Failure to return to work at the expiration of a leave of absence; or
F. Resignation.

Section 14.2. Ties. Ties in seniority shall be broken by date of application as a full-time deputy, then alphabetically by surname, in that order.

Section 14.3. Seniority List. The Employer shall post a seniority list once every six (6) months on the Union bulletin board showing the continuous full-time service of each Bargaining Union Member. One (1) copy of the Seniority list shall be furnished to the Union Director. Any objections must be submitted in writing within 10 calendar days with explanation.

Section 14.4. Bargaining Unit Seniority. A bargaining unit employee who is transferred or promoted out of the bargaining unit may be permitted to return to the Deputy bargaining unit or rank. In the event this occurs, the employee's Deputy bargaining unit seniority shall resume from the point at which the employee promoted or transferred out of the Deputy bargaining unit. Office seniority shall continue to accumulate regardless of the length of time an employee performs work outside the bargaining unit.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1. Reasons for Layoff. No bargaining unit member shall be laid off unless the Employer established a financial justification, reorganization for the efficient operation, lack of work, lack of funds, or abolishment of positions (as these terms are defined in Revised Code Chapter 124) for the layoff. Employees shall be provided fourteen (14) calendar day notice of layoff. The Employer shall utilize attrition prior to making any layoffs. All layoffs shall be made in

accordance with classification seniority, the least senior Deputy being laid off first. Such bargaining unit member shall retain all recall~~ing~~ rights as provided in this Agreement.

Section 15.2. Recall. Bargaining unit members who are laid off or demoted shall have recall rights. Recall shall be in inverse order of the layoff or demotion. No person shall be hired in or promoted to a bargaining unit position while there are bargaining unit members on layoff or on voluntary demotion.

Section 15.3. Displacement. Any employee laid off from the bargaining unit position may, at his option, displace a permanent part-time or intermittent employee within their classification. Failure to bump or failure to accept a recall to a part-time or intermittent position shall NOT jeopardize an employee's recall rights to a full-time position. Sergeants will be permitted to exercise displacement rights into the Deputy bargaining unit by providing the Employer with written notice of his or her intent to exercise such rights within seven (7) calendar days of receipt of a layoff notice. Deputies may not displace to positions in ~~of~~ the classification of Communication Officers, to other positions, or to classifications previously held or occupied.

Section 15.4. Period of Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. During that time they will be commissioned as a Special Deputy and be required to stay current with all training requirements per the Sheriff.

Section 15.5. Notice of Recall. Notice of recall shall be sent to the employee by personal service or certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice return receipt requested, to the last mailing address provided by the employee. Employees shall be responsible for advising the Sheriff of their current address.

ARTICLE 16
SAFETY

Section 16.1. Safety. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. Each supervisor shall see that safety rules and safe working methods are followed by employees. The employee(s) accept the responsibility not to neglect or abuse the equipment or tools provided or the work area, and accept the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's standard operating procedures. Employees shall report all unsafe working conditions to the employee's supervisor in charge as soon as said unsafe working conditions are known. The Employer will investigate and take any corrective action deemed necessary.

Section 16.2. Violations. Failure to utilize or wear safety equipment and/or personal protection equipment (PPE) where it has been deemed necessary may subject the offending employee to disciplinary action.

ARTICLE 17
COMMUNICABLE DISEASES

Section 17.1. Vaccinations. Exposure to Bloodborne Pathogens (BBP) and Other Potentially Infections Material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall provide Hepatitis B vaccinations and any other vaccines recommended for first-responders to all employees at the Employer's expense. Employees may accept or not accept the vaccinations, and shall so indicate on forms provided by the Employer.

ARTICLE 18
DRUG AND ALCOHOL TESTING

Section 18.1. Testing. Drug and alcohol screening/testing shall be conducted upon pre-promotional, random testing, and reasonable suspicion, which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug and alcohol testing may be conducted on a random basis in common with all other employees of the Employer to the extent required for the County to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party except an arbitrator.

Section 18.2. Alcohol Testing. The Alcohol testing procedure shall be done as is done to detect drivers operating a motor vehicle under the influence on a breath testing device. A positive result shall be cause for the Employer to proceed with progressive discipline except in cases of concentrations below .04 from hygienic and/or medicinal sources.

Section 18.3. Certified Testing. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 18.4. Test Results.

A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
B. In the event the split sample test confirms the results of the first test, the Employer may proceed with progressive discipline.
C. In the event that the split sample test contradicts the result of the first test, the split sample result will be determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with progressive discipline. If the results are negative, the employee shall be given the benefit of the doubt and no discipline shall be imposed.
D. Any refusal to submit to a test requested by the Employer shall be deemed a positive test and the employee shall be subject to discipline up to and including discharge.

Section 18.5. Laboratories. A list of three (3) testing laboratories shall be maintained by the Employer and these laboratories shall conduct any testing directed by the Employer.

Section 18.6. Illegal Controllable Substance, etc., Positive Tests. Use of illegal controlled substances as prohibited by Ohio Revised Code Chapter 2925 is grounds for immediate termination subject to the grievance procedure herein. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance.

Section 18.7. Employee Assistance Program. Upon the conclusion of such investigation, an employee who has tested positive for alcohol or the abuse of a legal drug prescribed to the employee pursuant to this Section who tests positive for the first time for alcohol or legal drugs prescribed to the employee shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling~~.~~, unless the circumstances leading to the discovery of an alcohol abuse or abuse of a legal drug(s), constitutes independent grounds for termination, such as alcohol use when on duty, alcohol or drug use when involved in an accident involving a County vehicle, etc. EAP need not be considered when the use is of illegal drugs or the illegal use or abuse of prescribed drugs including controlled substances. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay but no loss of seniority for the period of the rehabilitation or detoxification program. Unpaid leave for rehabilitation or detoxification shall be for up to (60) calendar days of leave. The parties may mutually agree to an extension of the sixty (60) calendar day period of unpaid leave. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is not longer abusing alcohol or a legal drug, the employee may be returned to the employee's former position. Such employee may be subject to periodic or random ~~re~~testing upon the employee's return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 18.8. Discipline for Employees in EAP. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from an EAP program, the employee shall be subject to progressive disciplinary action, up to and including termination. The employee and the OPBA shall be given a copy of the laboratory report of all specimens before any discipline determined.

Section 18.9. Costs of Tests. The costs of all drug screening tests and confirmatory tests shall be borne by the Employer; except that any test initiated at the request of the employee or rehabilitation follow-up testing shall be at the employee's expense.

Section 18.10. Random Testing. The Employer may conduct up to four (4) random tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article. Employees specifically involved in narcotics enforcement are subject to random testing one (1) time per year throughout such assignment to narcotics enforcement.

Section 18.11. Health Insurance. Employees on an unpaid leave of absence for rehabilitation or detoxification will be responsible for the employee's share of Health Insurance premiums.

Section 18.12. Discipline. Employees who test positive under the procedures of this Article may be disciplined, up to an including discharge.

ARTICLE 19
HOURS OF WORK AND OVERTIME

Section 19.1. Shift Selection. Non-probationary, full-time employees shall have the opportunity to select a regular shift preference twice a year on the basis of seniority each December 1 and June 1 for the following six (6) month periods, subject to the provisions of 19.3. The work schedule for Deputies shall normally be a five (5) days on and two (2) days off schedule. Special assignments such as DARE, narcotics officer, etc., shall be subject to the posting and bidding procedure in Article 11.

Notwithstanding the above, the Sheriff may at his sole discretion designate a shift and slot or slots as K-9 Unit schedules and may list shift preferences as K-9 slots only.

Section 19.2. Overtime. All work in excess of eight (8) hours in any one day, or forty (40) hours in any one week, shall be paid for at time and one-half (1½) the regular hourly rate. A day will be considered from the start of a member's shift for twenty-four (24) hours.

Section 19.3. Posting of Work Schedule. Work schedules for a given month will be posted at least twenty-eight (28) days in advance. Changes in work schedules by the Employer are subject to five (5) days advanced notice when practicable to do so, except in the case of emergency that does not permit such advance notice; however schedule changes cannot be made to avoid payment of overtime.

Section 19.4. Time Worked. Holidays bereavement leave (Article 23), and vacation days under this contract, shall be considered as time worked and shall be compensated for accordingly. Sick time shall not be counted as hours worked under this section.

Section 19.5. Pyramiding. Holidays, vacations, and other paid time off shall not be pyramided. That is, only one form of payment may be made for a scheduled work day, i.e. paid leave or time worked.

ARTICLE 20
HOLIDAYS

Section 20.1. Holidays. Employees shall receive holiday pay as defined below, for the following holidays, which shall be observed on the day indicated:

1. New Year's Day	January 1st
2. Martin Luther King Day	Third Monday in January
3. President's Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4th
6. Labor Day	First Monday in September
7. Columbus Day	Second Monday in October
8. Veterans Day	November 11

9. Thanksgiving Day	Fourth Thursday in November
10. Christmas Day	December 25th
Any other day established by resolution by the County Commissioners	

Section 20.2. Holiday pay/Rescheduled Holidays. For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay. Employees who work on a holiday shall receive their regular daily rate of pay in addition to the holiday pay or may elect to take the holiday at a later time. Holidays taken at a later time shall be scheduled by providing advance notice to and with the approval of the Sheriff or designee. Any time off not scheduled and taken within twelve (12) months of the date on which the holiday was earned shall be paid to the employee at the employee's regular hourly rate of pay when earned.

Section 20.3. Observance of Holiday. For those employees who work Monday through Friday and not assigned to a shift if a holiday falls on a Saturday, the day before (Friday) shall be designated as the holiday. If a holiday falls on a Sunday, the day after (Monday) shall be designated as the holiday.

Section 20.4. Holiday Hours. Holidays, as used in this Article, shall mean eight (8) hours. An employee shall not be considered to have worked such regularly scheduled working days if such employee is on sick leave, unless said employee is excused upon presentation of a certificate of inability to work by a duly licensed physician or medical authority.

Section 20.5. Work on a Holiday. Employees who work in excess of eight (8) hours on a holiday listed above shall continue to be paid at the holiday rate.

ARTICLE 21
VACATION LEAVE

Section 21.1. Vacation Leave. 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 the length of service with the Employer as follows:

Length of Service	Vacation
Less than one (1) year	none
One (1) year but less than eight (8) years	80 hours
Eight (8) years but less than fifteen (15) years	120 hours
Fifteen (15) years but less than twenty-five (25) years	160 hours
Twenty-five (25) years or more	200 hours

Such vacation leave shall be accrued to employees for hours worked at the following rates:

Annual Vacation	Credit Per
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours

200 hours	7.7 hours

No employee will be entitled to vacation leave or payment for accumulated vacation until one (1) year of employment with the Employer has been completed.

Section 21.2. Accrual. Vacation leave shall accrue while an employee is in active pay status (e.g., hours worked, vacation leave, sick leave, paid military leave, or any other paid leave status). No vacation shall be accrued while an employee is in an unpaid leave status. A person employed by the Employer is entitled to have the employee's prior service with the state or any political subdivision of the state counted for the purpose of computing the amount of vacation leave. An employee who has retired in accordance with the provisions of any retirement plan of the state and who is employed by the Employer after June 24, 1987, shall not have the employee's prior service with the state or any political subdivision of the state counted for the purpose of computing vacation leave.

Section 21.3. Vacation Use, Carry-Over, Payout. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. In the event the employee does not use all of his or her accrued vacation time in a given year, the employee shall be paid in cash for said unused vacation time, up to a maximum of forty (40) hours. The vacation leave payout shall be paid by separate check in the first pay period following the employee's anniversary date of employment.

Section 21.4. Recall During Vacation Leave. Employees on vacation may be recalled to duty for emergency situations as determined by the Employer. An employee who has received approval for a vacation request, and is subsequently recalled or reassigned, shall not lose the right to the approved vacation.

Section 21.5. Holidays During Vacation Leave. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave. Holidays occurring during a scheduled vacation shall be paid at the employee's straight rate of pay and the employee shall not be charged with a vacation day the day of the paid holiday.

Section 21.6. Hospitalization During Vacation Leave. Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change the employee's vacation status to sick leave for all days hospitalized. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness will be restored to his credit.

Section 21.7. Increments of Vacation Leave. Vacation leave shall be taken in minimum units of four (4) hours in accordance with the following guidelines for notification.

Section 21.8. Requests for Vacation Leave. Requests for vacation leave of five (5) days or more or cancellations must be submitted in writing to the Sheriff at least ten (10) calendar days in advance of the first day vacation is requested; or as early as is practicable if ten (10) calendar days notice is not possible. Requests for vacation leave of less than five (5) days must be submitted in writing to the appropriate supervisor (i.e. Sergeant or Chief Deputy) at least five (5) calendar days in advance of the first day vacation in requested or as soon as practicable if five (5) calendar days notice is not possible. Failure to timely submit a vacation request will be reviewed on a case by case basis by the

Sheriff or appropriate supervisor and may be granted based on operational needs of the Sheriff's Office.

Section 21.9. Annual Vacation Leave Requests. Employees may request in writing, prior to February 15 of each year, the dates for that year during which they prefer to use their vacation. Such requests shall be honored on the basis of seniority. Any vacation requests made after February 15 shall be honored on the basis of the earliest application. An employee shall not be permitted to take vacation leave prior to it being earned.

Section 21.10. Use of Vacation Leave. Vacations are scheduled and approved in accordance with the operational needs of the Department. An employee who has received approval of his vacation request, and is subsequently reassigned, shall not lose his right to that approved vacation period.

Section 21.11. Approval/Disapproval of Vacation Leave. Approval/disapproval for vacation leave of five (5) working days or more shall be in writing to the employee within no more than five (5) calendar days from the submission of a request for vacation. Vacations shall not be involuntarily scheduled. Approval/disapproval for vacation leave of less than five (5) working days shall be in writing from the appropriate supervisor (i.e. Sergeant or Chief Deputy) no later than two (2) calendar days from submission of a request for vacation. Any failure by the Sheriff or designee to respond in writing to the vacation leave request within this timeframe shall result in the vacation leave request being deemed approved.

Section 21.12. Conversion of Vacation Leave at Resignation, Retirement, or Death. After completion of one (1) year of service, employees who resign, or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave to their credit at the time of separation.

In the case of the death of the employee, the unused vacation leave credit of such employee shall be paid to the deceased employees' spouse or the estate if there is no surviving spouse.

ARTICLE 22
SICK LEAVE

Section 22.1. Sick Leave Use. Sick leave shall be defined as an absence with pay necessitated by:

A. Illness, injury, or pregnancy-related conditions of the employee;
B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
C. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner;
D. Illness, injury, or pregnancy condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee's family member, which shall be defined as spouse, dependent children, mother or father; and
E. Death of a member of the employee's immediate family (sick leave and bereavement leave usage limited to up to seven [7] consecutive work days).

Section 22.2. Sick Leave Accrual. All bargaining unit members shall earn sick leave at the rate of four and six-tenths (4.6) hours for each completed and paid eighty (80) hours of service. Credit is given for all time in active pay status, including vacation and sick leave. No credit shall be given for hours worked in excess of eighty (80) hours per pay period as overtime.

Bargaining unit members shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work.

Bargaining unit members may accumulate such sick leave hours to an unlimited amount.

Section 22.3. Notification of Sick Leave Request. A bargaining unit member who is to be absent on sick leave shall so notify the supervisor at least two (2) hours before the start of his work shift each day he is to be absent, except in cases of extended illness where absence is expected, or in unusual circumstances beyond the control of the employee.

On the first day back to work following the absence the Employer shall require each employee to furnish a satisfactory written signed statement to justify the use of sick leave under Section 22.1 above. If absence due to illness or injury is for three (3) consecutive working days or more, the Employer shall require the employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave.

Failure to provide the written statement or obtain authorization for leave will result in loss of pay for the days the employee was absent.

Section 22.4. Abuse or Misuse of Sick Leave, Discipline. Any abuse or misuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as described by this Agreement, and the employee will be required to refund to the Employer any sick leave is found to have been abused. The Employer may request a physician's statement from the employee upon written notification of suspected patterned use or abuse.

Section 22.5. Conversion at Retirement. An employee with ten (10) or more years of service with the Employer, or ten (10) or more years of public service with any political subdivisions of the State of Ohio, who retires from active service with the Employer, shall be paid for twenty-five percent (25%) of the value of the employee's accrued but unused sick leave, up to a maximum payment of twenty-five percent (25%) of one hundred twenty (120) work days. Payment shall be based on the employee's base rate of pay at the time of retirement. As used in this Section, "retirement" means disability or service retirement under the Public Employees Retirement System.

ARTICLE 23
BEREAVEMENT LEAVE

Section 23.1. Bereavement Leave, Immediate Family. If a death occurs in the employee's immediate family (spouse, children), employee's family (mother, father, step-parents), a grandfather, grandmother, spouse's grandmother, spouse's grandfather, father-in-law, mother-in-law, person in loco parentis, and any member of the employee's family residing in the employee's residence, such employee shall be granted up to three (3) consecutive work days funeral leave to attend the funeral, without loss of pay, benefits, days off, holidays, or vacation time, provided that such leave may be extended, within the discretion of the Sheriff, based on individual circumstances. If the death

requires that the employee travel more than two hundred (200) miles, the Sheriff may, at the request of the employee, allow up to two (2) additional work days as bereavement leave.

Section 23.2. Extended Family. If a death occurs in the employee's extended family, defined as Aunt, Uncle, niece or nephew, the employee shall be granted one day sick time to use to attend the funeral.

ARTICLE 24
OCCUPATIONAL INJURY LEAVE

Section 24.1. Occupational Injury Leave. An employee who suffers a serious injury or occupational illness while in the performance of the employee's duties, which qualifies for Workers' Compensation payments for lost wages, may be eligible for occupational injury leave upon written application. The leave shall extend for the period of time, as certified by a licensed physician, that the employee is unable to work as the result of the injury. The granting of occupational injury leave is a matter of administrative discretion and the Employer shall consider each application on an individual basis before determining its approval or disapproval and shall not be reasonably denied without cause.

Section 24.2. Application, Examination. An employee applying for occupational injury leave hereunder, shall authorize the release to the Employer of all medical information possessed by the employee's treating physician(s) and treatment facilities which is pertinent to the occupational injury, if so requested by the Employer or designee. The employee shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 24.3. Workers' Compensation. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of workers' Compensation (OBWC), including an assignment of benefits form authorizing OBWC benefits to be submitted directly to the Employer, as soon as possible. The employee shall remit to the Employer all income benefits paid by OBWC for the period during which the employee received full pay from the Employer while on injury leave. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave as designated by the employee for all time paid by the Employer for occupational injury leave.

In the event a regular full time Deputy is absent due to a disabling injury incurred on duty, compensable under the Workers' Compensation laws of the State of Ohio, the employee shall be carried on paid leave status for the period of disability, provided the extent of the injury prevents such person from performing those duties as may be assigned, and provided further, such period shall not exceed sixty (60) eight (8) hour work days.

Section 24.4. Reimbursements. The employee shall make timely application, actively pursue, and cooperate with the Employer in processing a claim for compensation under the Workers' Compensation statutes of the State of Ohio and, if applicable, the statues providing for Compensation for Victims of Crime. If either application is favorably considered, the Employer shall be reimbursed for all monies paid to the employee under the provisions of this Article up to an amount equal to the benefits received for lost wages under the applications.

Section 24.5. Restitution. In the event the employee does not have sufficient sick and/or vacation leave to reimburse the Employer for occupational injury leave benefits received for a rejected claim, the employee shall make full restitution to the Employer through a mutually agreeable arrangement.

Section 24.6. Cooperation. The employee shall cooperate with the Employer in investigating any injury related incident.

Section 24.7. Transitional Work. In the event an employee sustains a work-related injury or illness the Sheriff may, at his discretion, assign the employee to available work in the Sheriff's Office.

ARTICLE 25
FAMILY AND MEDICAL LEAVE

Section 25.1. Eligibility. Family and Medical Leave (FML) will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least one thousand two hundred and fifty (1,250) hours of service during the twelve (12) months before the leave is requested. Eligible employees will be entitled to a total of twelve (12) weeks of leave during the rolling twelve (12) month period measured back from the date that the employee uses FML:

A. Because of the birth of a child or placement for adoption or foster care of a child;
B. In order to care for the spouse, son, daughter, or parent of the employee or one who stood in place of the parent if such spouse, son, daughter, or parent has a serious health condition;
C. Because of a serious health condition that makes the employee unable to perform the essential function of the employee's position; or
D. Or any other reason covered by the Family and Medical Leave Act.

Section 25.2. Notice. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The employee must first use paid sick leave (if applicable) and any other paid leave before going on unpaid leave. The period of Family and Medical leave shall include any period of sick leave and other paid leave, or unpaid leave taken due to the above qualifying events. The total amount of Family and Medical leave paid and unpaid shall not exceed a total of twelve (12) weeks. The employee will be responsible for their share of the health insurance cost during any period of unpaid leave. If the employee does not return from the leave, they are responsible for the total insurance premium paid by the Employer.

Section 25.3. Return to Work. Any eligible employee granted a Family and Medical leave shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a Family and Medical leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

Section 25.4. Return to Work Examination. When an employee is ready to return to work following FML, the employee shall furnish a statement from the attending physician certifying the employee is able to perform the essential functions of the position.

ARTICLE 26
MATERNITY LEAVE

Section 26.1. Maternity Leave. This Article is limited to employees who are medically unable to work due to pregnancy or child birth. An employee who becomes pregnant shall, upon request made to the Employer, be granted leave to absent herself from work for maternity purposes. Each employee who requests such leave must submit a physician's certificate stating the probable period for which the employee will be unable to perform her duties. The employee, at her option, may utilize any or all accrued sick leave and vacation leave for maternity purposes; after accrued sick leave and vacation leave are exhausted, the employee shall be placed on maternity leave of absence without pay, not to exceed six (6) months. Additional unpaid leave may be granted to the employee if the employee is not medically able to return to work after the six (6) months maternity leave of absence. Such unpaid leave of absence due to medical reasons must be certified by the employee's physician before such request shall be considered by the Employer. If the Employer has reason to believe an employee is unable to fulfill usual duties by reason of pregnancy, the Employer may request in writing that said employee begin sick leave, vacation leave, and/or maternity leave without pay, at the employee's option, at an earlier date than the employee has selected. Should the employee refuse all the above options, the Employer may place the employee on disability separation.

ARTICLE 27
UNPAID LEAVE OF ABSENCE

Section 27.1. Unpaid Leave of Absence. The authorization of a leave of absence is a matter of administrative discretion. The Employer, in each individual case will determine if a leave of absence will be granted. No granting of a leave of absence shall be considered precedent for a grievance based on the denial of another leave of absence.

Section 27.2. Duration. Unpaid leaves of absence shall not exceed six (6) months in duration. The Employer may approve a second six (6) month unpaid leave in exceptional circumstances.

Section 27.3. Request for Leave. An employee must request an unpaid leave of absence at least thirty (30) days in advance; as is practicable if thirty (30) days notice is not possible.

Section 27.4. Use of Leave. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines with good cause shown the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including termination. An employee may not use a leave of absence to look for another job or work at another job. An unpaid leave of absence shall not result in a loss of seniority.

Section 27.5. Return from Leave. An employee may not return from a leave of absence before the time granted for the leave expires without the permission of the Employer. The Employer will grant an early return provided such return does not cause an undue hardship for the Employer.

ARITCLE 28
CIVIL LEAVE

Section 28.1. Jury Duty, Witnesses. The Employer shall grant required leave with pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction who can require or who can have a court require the employee's appearance, for other than job-related arrests, which shall be compensated as hours worked. At no time will such leave be granted for the purpose of court appearances for any secondary Employer.

Section 28.2. Compensation. All compensation received from the summoning agency for such duty must be paid the Employer unless such duty is performed totally outside the employee's normal working hours, except that the employee may elect to keep the compensation and forego the employee's pay for the time off.

Section 28.3. Limitations. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to criminal or traffic charges against the employee, domestic relations matters for the employee's family, juvenile court matters for the employee's family, secondary employment, etc. Such absences may be leave without pay or available vacation leave at the discretion of the employee. On a case by case basis, with the Employer's approval, the employee may appear for a traffic violation that occurred out of the course of employment on duty.

Section 28.4. Notice. An employee must request advance notice for court leave when receiving a notice of jury duty or subpoena and must otherwise follow the same rules for requesting a leave of absence contained in this Agreement. The Deputy must submit such request immediately upon notification or subpoena from the appropriate court.

ARTICLE 29
OVERTIME CALL-OUT

Section 29.1. Purpose, Filling Overtime, Double-Back. It is the purpose of this section to provide a method of maintaining law enforcement coverage for the citizens of this County without undue hardship. In the event of an emergency, the Sheriff shall provide for the necessary deployment of personnel notwithstanding any other provision of this Agreement.

It is also meant to fill a Deputy's vacancy with a Deputy, with the exception of special projects or circumstances as determined by the parties.

Voluntary Overtime Call-Out is not subject to the double-back clause. In the event that the Employer forces a mandatory double-back, the double-back clause remains in effect.

Section 29.2. Overtime Procedure. When overtime is required, the overtime call-out procedure shall be used. The person making the call-out shall log on an activity sheet who was called, who accepted.

Section 29.3. Overtime Rotation. Where circumstances dictate that a vacancy on a shift be filled or additional personnel called out, the following rotation shall apply:

A. Deputy on day off;
   1. From the shift involved with the most senior Deputy followed by the next most senior, etc.
   2. From the other shifts using the most senior Deputy followed by the next most senior, etc.
   3. Seniority being used to get to "other shifts."
B. Then the Employer will proceed to the four (4) hour holdover and four (4) hour call in for personnel on duty,
   1. From the shift immediately before and immediately after the affected shift beginning with most senior Deputy on each shift followed by the next most senior, etc.
C. If all refuse, part-time or reserve Deputies may be offered the overtime.
   1. If all refuse, the first day off Deputy with the lowest seniority shall be ordered to duty;
   2. In cases where said Deputy cannot be contacted, proceed up the seniority list for the first day off Deputies.
   3. If additional personnel are still required and the list of first day off Deputies has been exhausted proceed to call second day off Deputies in the reverse order of seniority.

Section 29.4. Remedy for Missed Overtime Opportunities. In the event an employee believes, or is determined by the Sheriff or an arbitrator, to have missed an overtime opportunities that employee shall be provided as the remedy for the missed overtime remedy, selection and assignment to work the next available overtime opportunity or opportunities until that employee has been offered the opportunity equal to the alleged or determined missed overtime opportunities. A waiver of the offered opportunities shall be counted as fulfilling the missed overtime opportunity.

ARTICLE 30
SPECIAL DEPUTIES/OFF DUTY WORK ASSIGNMENTS

Section 30.1. Special Deputies. Special Deputies may be utilized at the discretion of the Sheriff for additional or supplemental work only in addition to the normal complement (2) or to fill in on a long-term (more than two weeks) illness or injury.

Section 30.2. Off-Duty Work Assignments. The Chief Deputy or his designee shall make every effort to equalize the distribution of off duty work assignments.

ARTICLE 31
CRITICAL INCIDENTS

Section 31.1. Critical Incidents. Anytime an employee is involved in a critical incident, deemed by the Sheriff to be critical, or has to administer such force as to fall into the category of fatal force, the following provisions shall apply:

A. The employee shall be required to attend one (1) counseling session and receive the necessary time off to relieve the stress which has resulted from the critical incident. The duration of the time shall meet with the approval of the Sheriff after consultation with counselors, psychologists or other mental health professional; and
B. The employee shall continue to receive the normal rate of pay for these hours and such hours will not be charged against the employee's sick time.

ARTICLE 32
UNIFORM ALLOWANCE

Section 32.1. Uniform Issuance. Deputies of the Fulton County Sheriff's Office shall receive a general uniform issue, to include leather gear, insignia, and required equipment, as recommended by the Sheriff at the time of employment. Items of general uniform issue shall be replaced as needed, subject to the approval for such replacement by the Sheriff. It is understood the Employer will provide cleaning, alteration, and repair of uniforms at the Employer's expense. All uniforms issued are the property of the Sheriff's Office and shall be returned to the Sheriff or designee upon termination of employment. The parties agree that they will discuss any issues, concerns or specific uniform requests that arise as to uniforms at a labor management meeting.

Section 32.2. Non-Uniformed Assistance. Non-uniformed Deputies shall be entitled to reimbursement of four hundred dollars ($400) per year of the contract for wearing apparel, upon presentation of receipts. All non-uniformed Deputies shall meet the dress code requirements as prescribed by the Sheriff.

Section 32.3. Reimbursement. The Sheriff shall repair or replace prescription eyewear up to one hundred fifty dollars ($150) and watches up to fifty dollars ($50) value, if damaged in the line of duty.

ARTICLE 33
CALL IN/COURT TIME PAY

Section 33.1. Off-duty Court Time. Whenever an employee is required to appear during the employee's regular off-duty time before any official court or before a prosecutor for pre-trial conference on matters pertaining to or arising from the employee's official duties, the employee shall be compensated for a minimum of two (2) hours for each such appearance at the appropriate hourly rate. If an employee appears before a court or at a pre-trial conference for more than two (2) hours, such excess time shall also be compensated at the applicable rate. Appearances which abut a regular shift are not subject to the above minimum requirements.

Section 33.2. Minimum Call-In. Anytime an employee is called to work outside of the employee's normal work shift, thus necessitating additional travel to and from work, the employee shall be guaranteed a minimum of two (2) hours work at the appropriate hourly rate.

The minimum guarantee shall not be applicable to hours of work which are contiguous to the employee's regular work shift.

ARTICLE 34
INSURANCE

Section 34.1. Life Insurance. Fulton County will provide at County expense a life insurance program and an accidental and dismemberment program. The benefit limit is fifteen thousand dollars ($15,000) for each program.

Section 34.2.Health Insurance. The Employer shall, for the life of this Agreement, make the same hospitalization and major medical insurance and other health insurance benefits available to

bargaining unit employees as provided by the County Commissioners to ~~unorganized~~ non-union County employees. The costs of health insurance premiums shall be distributed as follows: County to pay eighty-eight percent (88%) and employee to pay twelve percent (12%).

The parties agree to a reopener of section 35.2 in October 2013 for negotiations of premium contributions by employees to health insurance.

Section 34.3. The County will continue to provide an HSA (Health Savings Account) for bargaining unit members in an amount equal to the HSA contributions received by non-union County employees, on an annual basis, so long as the County Health Plan is a high deductible plan, i.e. that the "high deductible" is at or above the IRS minimum deductible requirements for an HSA plan. The minimum deductible is the amount established by the IRS, currently Revenue Ruling 2009-29 amounts of $1,200 single and $2,400 family, which amounts are subject to increases by inflation factor.

ARTICLE 35
WAGES

Section 35.1. Wage Rates. The hourly wage for the position of deputy sheriff shall be as prescribed in Appendix A.

Section 35.2. Anniversary Date. The anniversary date of the employee becoming a deputy sheriff shall be used to determine the completion date of the prescribed pay schedules. All employees shall normally progress through the rates upon completion of one (1) year of service in the assigned pay rate.

ARTICLE 36
SHIFT TRADES

Section 36.1. Shift Trades. A Deputy may trade shifts with another Deputy who is able to do the work, with the Sheriff or his designee's approval. The Sheriff or his designee will be notified of the shift trade at least forty-eight (48) hours in advance of such change. Trades in shift will be for the same pay period, provided it does not result in overtime. A violation of this section could result in being barred from future shift trades and/or discipline. No trade backs will be paid in cash between Deputies.

ARTICLE 37
PERSONNEL FILES

Section 37.1. Requests to Inspect. Each employee may inspect their own personnel file at any reasonable time during regular office hours, provided the employee gives the Employer reasonable advance notice. The inspection will be conducted at a time designated by the Employer. The Employer maintains the right to have a management representative present during the inspection and to determine the site of the inspection. The employee may, upon request, receive one (1) copy of any materials in the employee's own personnel file annually at no cost to the employee that are not confidential records as defined by law.

Section 37.2. Additional Information. If an unfavorable statement or notation is in the employee's file, the employee may place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's file.

ARTICLE 38
BULLETIN BOARDS

Section 38.1. Bulletin Board. The Employer agrees to provide the OPBA with space for a bulletin board, provided that such bulletin board shall be used only for posting notices bearing the written approval of the Associate of the OPBA or an official representative of the OPBA, and shall be solely for OPBA business; and no notice or other writing may contain:

A. Personal attacks upon any member or any other employee;
   Critical or derogatory attacks upon the Employer; or
   Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization or any issue mandated to the Sheriff's Office or this Agreement.

Upon request from an appropriate official of the Employer, the Union will consider the removal of any notice or other writing that the Employer believes to be inflammatory or derogatory, or not in compliance with this Article.

Section 38.2. Separate Board. The Union bulletin board shall be kept separate from any other bulletin board which the Employer may have for their purposes. No OPBA-related material of any kind may be "posted" anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designed for use by the OPBA.

ARTICLE 39
CANINE UNIT

Section 39.1. Purpose. It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the care, feeding, exercising, and boarding of a County owned dog.

The Employer agrees to provide a marked police unit which the deputy may use to transport his canine to and from work. It is agreed that the use of this vehicle off-duty is restricted and can only be used when the deputy is involved in a duty related function.

Section 39.2. County -Provided Benefits. The County agrees:

A. to purchase the necessary type and amount of dog food needed to maintain a healthy dog;
B. to pay any and all necessary medical expenses for the dog;
C. to provide initial training of the officer and dog. Any mandated certification or recertification for the officer or dog will be conducted on departmental time;
D. that after a dog has been judged by mutual agreement, to be unfit for continued police service, the dog handler will be sold the dog for one dollar ($1), at which time the deputy shall accept all liability for the animal and shall hold the County harmless from any claims, and

E. to pay for housing the dog in a kennel in the event the officer goes on vacation out of town up to fourteen (14) days per year.

Section 39.3. Officer Responsibilities. The officer agrees:

A. to house the dog at his residence;
B. to be responsible for the health, safety, and supervision of the dog, both on and off duty; and
C. to perform regular maintenance of the dog, including regularly scheduled veterinarian visits, grooming, and bathing during the time off provided in this Agreement.

Section 39.4. Care and Maintenance Paid Time. Deputies assigned to the K-9 unit will normally work seven and one-half hours of "on duty" time on their scheduled work days. They will receive an additional one-half hour per day for K-9 Care and Maintenance. Deputies assigned to the K-9 Unit will also receive an additional one-half hour per day on their scheduled days off for K-9 Care and Maintenance.

Section 39.5.Training Time. Deputies assigned to the K-9 Unit will be allowed K-9 Training time in addition to their regularly scheduled shift at the discretion of the Sheriff or Unit Supervisor. All training must be approved by the Sheriff or Unit Supervisor prior to actual training and shall be paid in accordance with Article 19. Non-mandatory training time may be flexed at the discretion of the Sheriff.

ARTICLE 40
WORK RULES/PROCEDURES/PERSONNEL POLICIES

Section 40.1. Work Rules, Policies. The union recognizes the Employer has established work rules and personnel policies and procedures. These rules, policies, and procedures may not be changed during the term of the Agreement without notice to and bargaining upon request, with the Union. New amended or changed rules, policies, and procedures and notice shall be given to the Union at least fourteen (14) calendar days prior to their effective date. Upon written request of the Union, within ten days of notice, the Employer shall negotiate to agreement or legal impasse the new or amended (changed) rules, policies, or procedures before they are placed into effect. New amended or changed rules, policies, or procedures may be grieved by the Union at the time of adoption or at the time of application or enforcement. Provisions of this Agreement, and state and federal laws that the Employer must comply with shall prevail over all work rules, policies, and procedures.

The Sheriff may implement rules, policies, and procedures immediately or as soon as practicable based on emergencies or law. Such implementation will be subject to discussion, upon written request by the Union, as soon as feasible.

ARTILCE 41
TRAINING AND EDUCATION

Section 41.1. Training. The Sheriff recognizes the need to have a well-trained professional work force and, to the extent funding permits it, will establish a mandatory and non-mandatory training list each year. All training sessions, schools, and/or educational programs that are approved by the

Sheriff (hereinafter "training program") will be posted with adequate opportunity for all employees to indicate whether they wish to attend. The Sheriff will make available a written application which the employee must complete and submit to the Sheriff when requesting to attend a Training Program.

Section 41.2. Requests. Upon submission of the application, the Sheriff shall, within fourteen (14) calendar days after submission, provide the employee a copy of the Application with a written indication of approval or denial. If the employee is denied permission to attend the Training Program, the Sheriff shall indicate in writing, the reason why the request was denied. A denial of a training opportunity shall not be subject to the grievance procedure. Selection of employees to attend Training Programs will be made in a fair and equitable manner among those employees whose attendance at the Training Programs would benefit the Sheriff's Office.

ARTICLE 42
DEFENSE AND INDEMNIFICATION

Section 42.1. Defense and Indemnification. Consistent with the Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against the employee by reason of employment with the Fulton County Sheriff's Office. The employee shall be represented to the extent that such employee was acting in good faith and within the scope of employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at Ohio revised Code 2744.07(C). Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of employment.

ARTICLE 43
DURATION/AMENDMENT

Section 43.1. Duration. This Agreement shall be effective date of execution and shall remain in full force and effect until midnight December 31, 2014.

Section 43.2. Notice to Modify. If either party desires to modify or amend this Agreement, written notice of such intent shall be given. Such written notice shall not be presented earlier than one hundred twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement.

Section 43.3. Written Notice. Such notice shall be by timely written letter. Negotiations should commence within two (2) weeks of receipt of the notice.

IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Fulton County, Ohio this ____ day of _____, 20___.

FOR THE FULTON COUNTY SHERIFF:

Sheriff Darrell E. Merillat 4-27-12

LABOR COUNSEL:

Jonathan J. Downes 4.16.12

FOR THE OHIO PATROMEN'S BENEVOLENT ASSOCIATION

Michelle Sullivan

Nick Rubel

Leo Wixom

Jeremy Simon

APPENDIX A
WAGE SCHEDULE

Effective October 9, 2011

Starting pay	$16.75
After completion of one (1) year	$17.58
After completion of two (2) years	$18.46
After completion of three (3) years	$19.42
After completion of four (4) years	$20.39
After completion of five (5) years	$21.41

Represents a .5% increase

Effective January 1,

	2012 - 2%	2013 - 2%	2014 - 2%
Starting pay	$17.09	$17.43	$17.78
Completion of one (1) year	$17.93	$18.29	$18.66
Completion of two (2) years	$18.83	$19.21	$19.59
Completion of three (3) years	$19.81	$20.20	$20.61
Completion of four (4) years	$20.80	$21.21	$21.64
Completion of five (5) years	$21.83	$22.26	$22.71