



02-12-13
11-MED-09-1232
0457-01
K29367

AGREEMENT BETWEEN
THE
CRAWFORD COUNTY SHERIFF



AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

CASE NOS. 11-MED-09-1232
11-MED-09-1233
11-MED-09-1234

Captains, Lieutenants, Sergeants, Deputies,
Corrections, Dispatch

EFFECTIVE January 1, 2012 THROUGH December 31, 2014

TABLE OF CONTENTS

Article	Title	Page
	Preamble	1
1	Recognition	1
2	Management Rights	1
3	Dues Deduction.....	3
4	Union Representation and Union Business.....	4
5	No Strike/No Lockout.....	6
6	Waiver of Civil Service and Related Laws.....	7
7	Severability	7
8	Labor-Management Meetings.....	7
9	Work Rules	8
10	Health and Safety.....	9
11	Substance Testing	10
12	Employee Assistance Program	13
13	Medical Insurance.....	14
14	Discipline	14
15	Grievance Procedure	16
16	Personnel Files	20
17	Probationary Periods.....	20
18	Seniority.....	21
19	Layoff and Recall.....	22
20	Vacancies	24
21	Hours of Work and Overtime	24
22	Call-in Time.....	26
23	Court Time.....	27
24	Officer in Charge	27
25	Canine Officer.....	27
26	Holidays	27
27	Vacation.....	28

28 Vacation Leave Donation Plan31

29 Sick Leave.....33

30 Funeral Leave.....36

31 Personal Leave37

32 Injury Leave37

33 Military Leave.....38

34 Leave of Absence Without Pay.....38

35 Family Medical Leave39

36 Disability Leave40

37 Separation from Employment.....40

38 Badge at Retirement.....41

39 Uniforms41

40 Training and Education.....42

41 Compensation43

42 Shift Differential44

43 Reimbursement of Expenses.....45

44 Inclement Weather45

45 Waiver in Case of Emergency46

46 Duration46

Signatures.....48

PREAMBLE

This Agreement, entered into by the Crawford County Sheriff's Office, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the FOP/OLC, Labor Council, Ohio Labor Council or Union has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and 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.

ARTICLE 1 **RECOGNITION**

Section 1.1. Included

The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the exclusive representative for all employees included in the Bargaining Unit(s) described in the State Employment Relations Board's orders in Case Numbers:

02-REP-12-0254 (Deputies)
02-REP-12-0255 (Captains and Sergeants)
02-REP-12-0256 (Dispatchers)

Whenever used in this Agreement, the term Bargaining Unit or Bargaining Unit(s) shall be deemed to include those full-time employees of the Employer who have completed their initial probationary period.

The Employer and the Union agree that the newly established rank of Lieutenant will replace the rank of Captain. When the last current Captain vacates the position, the vacancy, if filled will be filled by a Lieutenant.

Section 1.2. Excluded

All positions and classifications not specifically established herein as being included in the Bargaining Units shall be excluded.

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 2.1. Reserved to Management

The Employer reserves all the customary rights, privileges, and authority of management, except as modified by the express terms of this Agreement, including, but not limited to, the following:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and type of services to be rendered; the determination, purpose, and control of the types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number, and type facilities and installations; and the additional discontinuance of any services, facilities, equipment, materials, or methods of operation;
- B. The right to determine starting and quitting times, work schedules, and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods, cleaning up time; and to determine the amount of supervision necessary;
- C. The right to determine the method or process by which work is performed; to adopt, revise, enforce, or delete working rules and carry out cost control and general improvement programs; to determine the department's goals, objectives, programs, and services and to utilize personnel in a manner designed to effectively and efficiently meet these purposes except as otherwise provided to the employees by this Agreement;
- D. The right to establish job classifications and prescribe and assign job locations and relocations and job duties, content, and classification, and establish wage rates for any new or changed classifications;
- E. The right to determine the existence or nonexistence of facts which are the basis of management decisions;
- F. The right to establish or continue policies, practices, or procedures for the conduct of the Employer's business and its services to the citizens of Crawford County, and from time-to-time, to change or abolish such practices or procedures;
- G. The right to establish training programs and upgrade requirements for employees within the department;
- H. The right to transfer, promote, or demote employees; to layoff or otherwise relieve employees from duty for lack of work, lack of funds, or reorganization of the department; or terminate for just cause;
- I. The right to continue, alter, make, and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause, and otherwise to take such measures that the Employer may determine is necessary for the orderly and efficient operation of the Employer's business.

Section 2.2. Union Agreement

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or any Memorandum of Understanding entered into between the parties during the term of this Agreement shall remain the function of the Employer.

ARTICLE 3
DUES DEDUCTION

Section 3.1. Union Dues to be Deducted

The Employer agrees to deduct FOP/OLC membership dues and fees in accordance with this article for all employees eligible for Union membership upon successful completion of their initial probationary period.

Section 3.2. Authorization for Deduction

The Employer agrees to deduct FOP/OLC membership dues and fees once each month from the pay of any eligible employee in the Bargaining Units upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues and fees from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. Dues to be Remitted

The Employer agrees to remit the dues and fees deducted from the eligible bargaining unit employees' pay, in accordance with this article, to the designated representative of the FOP/OLC at 222 E. Town Street, Columbus, OH 43215, once each month for the duration of the Agreement.

Section 3.4. Indemnification

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article regarding the deduction of FOP/OLC dues and fees. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 3.5. Relief from Making the Dues Deduction

The Employer shall be relieved from making such individual "check-off" deductions upon an employee's:

- (1) termination of employment;
- (2) transfer to a job other than one covered by the Union;
- (3) layoff from work; or
- (4) an unpaid leave of absence.

The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

Section 3.7.

The rate at which dues are to be deducted shall be certified to the payroll clerk by the designated representative of the FOP/OLC as is necessary to be accurate. One (1) month advance notice must be given to the payroll clerk prior to making any changes in any individual's dues deductions.

Section 3.8.

Any present employee who is a member of the FOP/OLC on the effective date of this Agreement or any employee who becomes a member during the term of this Agreement, and who thereafter resigns from the FOP/OLC during the term of this Agreement, shall pay to the FOP/OLC through payroll deduction, a contract service fee for the duration of this Agreement. This provision shall not require any employee to become a member of the FOP/OLC, nor shall the contract service fee exceed the dues paid by the members of the FOP/OLC in the same bargaining unit. An employee may resign from the FOP/OLC during the period beginning one hundred twenty (120) days and ending ninety (90) days prior to the expiration of this Agreement.

The FOP/OLC/is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that were spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the FOP/OLC less each non-member's proportionate share of the amount of the FOP/OLC dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of the FOP/OLC use of such fee, deductions shall continue, but the funds shall be placed in an interest-bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09(C) or through proceedings in the courts.

ARTICLE 4

UNION REPRESENTATION AND UNION BUSINESS

Section 4.1. Attendance at Meetings

Upon advanced notification, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement.

Section 4.2. Employee Representatives

The Employer shall recognize one (1) employee from each classification (Road Deputy, Road Supervisor, Corrections Deputy, Corrections Supervisor and Dispatcher to act as stewards for the

purpose of representation as specifically outlined in this Agreement.

Section 4.3. Roster to be Provided

The Union shall provide the Employer a written official roster of its local officers and stewards, which is to be kept current at all times by the Union and shall include the following:

1. Name;
2. Address;
3. Home telephone number; and
4. Union position held.

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

Section 4.4. Grievances

The investigation and writing of grievances shall be on non-work time. Grievance meetings and hearings will be at mutually agreed-upon times and places. If grievance hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.5. Rules for Union Activity

Rules governing the activity of Union representation are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct Union business during working hours, except to the extent specifically authorized herein by O.R.C. 4117.
- B. The Union representatives shall not enter any work areas of the Employer without obtaining permission from the Employer or the designated representative of the Employer, and shall not conduct Union activities in any work area(s) without notifying the supervisor(s) in charge of that area of the nature of the Union activity.

Section 4.6. Bulletin Board Space to be Provided

The Employer agrees to provide space for the Union bulletin board in an agreed-upon area that will be accessible to all bargaining unit employees. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the Union bulletin board. The same Union bulletin board shall be used for all bargaining units.

Section 4.7. Posting of Notices

All Union notices of any kind posted on the bulletin boards shall be signed, posted, or removed by a Union representative. All items posted on the bulletin board shall be initialed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting. It is understood that no material may be posted on the Union bulletin board, at any time, which contains the following:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Upon the request of the Employer or his designee, the Union shall cause the immediate removal of any material posted in violation of this article

Section 4.8. Ballot Boxes

The Union shall be permitted, with the prior notification to the Sheriff or his designee, to place ballot boxes at the Sheriff's Office in a mutually agreed-upon location for the purpose of collecting ballots on all Union issues subjected to ballots. Such boxes shall be the property of the Union and neither the ballot boxes nor the ballots shall be subjected to the Administration's review. The boxes shall be removed as soon as practicable after the Union issue has been determined.

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 5.1. Agreement

The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this agreement, the union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement. In the event of any violation of this subsection, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts.
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 1 (A) of this Article.

Section 5.2. Remedies for Violation

In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 (A) of this Article shall be subject to discipline or discharge by the Employer. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 6 **WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS**

Section 6.1. Waiver

No section of the Civil Service laws contained in Ohio Revised Code Section 124.01 through 124.56, Section 9.44, and Section 325.19 shall apply to Employees of the Bargaining Units, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the Bargaining Units, except as prohibited by Ohio Revised Code 4117.08(B).

ARTICLE 7 **SEVERABILITY**

Section 7.1.

This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 7.2.

The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 8 **LABOR/MANAGEMENT MEETINGS**

Section 8.1. Meetings to be Held

In the interest of sound labor/management relations, unless mutually agreed otherwise, four (4) times each year on a mutually agreeable day and time, the Employer and/or his designee shall meet with one (1) representative from each classification to discuss pending problems and to promote a more harmonious labor/management relationship. With notice to the Employer the non-employee Union representative may also attend the Labor-Management meeting.

Section 8.2. Agenda to be Furnished

An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up at the meeting. If the Union requests the meeting, the names of the Union representatives who will be in attendance will be provided to the Employer along with such list. The purpose of such a meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees.

Section 8.3. Special Meetings

It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 9
WORK RULES

Section 9.1. Creation of Rules

The Employer or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures, and directives, and to regulate the conduct of employees and the conduct of services and programs. For the purposes of this article, all of the above shall be considered inclusive in the terminology of "work rules".

Section 9.2. Uniform Application

Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 9.3. Changes/Amendments to the Posted

Any additions or amendments to the work rules shall be reduced to writing, posted on department bulletin boards for a period of five (5) working days, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the

posting. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgement within three (3) working days upon return to work. The notification requirements for work rules do not limit the right of the Employer to implement a work rule prior to the conclusions of the acknowledgement or posting period.

Section 9.4. Notification to Dispatchers

All work rules for Dispatchers relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Sheriff or by the use of outside vendors for the conduct of awareness training.

ARTICLE 10 **HEALTH AND SAFETY**

Section 10.1. Employer's Responsibility

It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees.

Section 10.2. Employees' Responsibility

The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools, and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor shall note all reports of safety complaints and forward copies to the Sheriff and Safety Committee.

Section 10.3. Reserved

Section 10.4. Proper Equipment to be Provided and Used

When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 10.5. Employee Exposure Records

Employee exposure records (environmental monitoring, and material safety data sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records including biological monitoring shall be made available to the employee, and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is subject of the record.

Section 10.6. Remedies

Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

Section 10.7. Bargaining Units Covered

The parties understand that the classification of Dispatcher is the only bargaining unit classification covered by Ohio Revised Code § 4167 and related regulations. However, all bargaining unit employees must comply with the Bloodborne Pathogen Standards as outlined in Section 8.

Section 10.8.

Exposure to Bloodborne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations and shall so indicate on forms provided by the Employer. Employees exposed to tuberculosis (TB) shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the health insurance plan.

ARTICLE 11
SUBSTANCE TESTING

Section 11.1. Testing May be Conducted

Drug/Alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice;
- G. Anytime an employee uses deadly force.

Section 11.2. Drug Testing Procedures

All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by the DHHS – recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 11.3. Alcohol Testing Procedures

Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in Section 11.6 of this article.

Section 11.4. Test Results/Refusal to Submit to Testing

The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 11.5. Confirmatory Testing

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in Section 11.6 of this article.
- C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- D. In the event that any two (2) test results are positive, the employee is entitled to have the sample in the third container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

Section 11.6. Positive Test Results

- A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation instead of discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.
- B. If an employee is not terminated for just cause, as stated above, the Employer will require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period on one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a program, the employee may be subjected to disciplinary action, including removal from his position and termination of his employment.

Section 11.7 Payment of Testing Costs

Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

ARTICLE 12 **EMPLOYEE ASSISTANCE PROGRAM**

Section 12.1. Reason for Program

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.

Section 12.2. Participation in Program

Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, per Article 11 of this Agreement, shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Section 12.3. Scheduling

Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

Section 12.4. Confidentiality to be Maintained

Records regarding treatment and participation in the EAP shall be confidential, and the records shall not be maintained in the employee's personnel file.

Section 12.5. Payment for Treatment

Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance whenever possible. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment should they so request.

ARTICLE 13
MEDICAL INSURANCE

Section 13.1.

The Employer shall continue to provide plan D and plan H. The Employer and the Union shall establish a joint committee to analyze the cost and methods of achieving savings in health insurance, including health savings accounts. All insurance shall include hospitalization, major medical and prescription coverage. The members of the committee shall include representatives of the Union, the Employer and the County, and shall cooperate in sharing the information and resources. The Employer shall take reasonable action to keep present insurance costs from increasing by more than 7.5%.

Section 13.2.

Effective as of January 1, 2012, and for the duration of this Agreement, the Employer will pay 77% of the cost of both single and family plans for those employees who select Plan H. Employees will pay the difference, through payroll deduction, between the amount paid by the Employer and the actual premium cost of Plan H.

Effective as of January 1, 2012, and for the duration of this Agreement, employees who select Plan D shall pay the entire difference in monthly premium between Plan D and Plan H.

ARTICLE 14
DISCIPLINE AND RETENTION OF RECORDS

Section 14.1. Types of Discipline

The tenure of every employee shall be during good behavior and efficient service, subject to the terms and conditions of this Agreement. No employee shall be reduced in pay and position, suspended, or removed or discharged except for just cause. Forms of disciplinary action are as follows:

- A. Verbal warning (record of instruction and cautioning);
- B. Written reprimand;
- C. Suspension without pay
 - Short term suspension-three (3) days or less
 - Long term suspension-more than three (3) days;
- D. Reduction of vacation time (by mutual agreement);
- E. Demotion;
- F. Discharge from employment.

Section 14.2. Progressive Nature of Discipline

Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform 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.

Section 14.3. Disciplinary Conference

The Employer may put an Employee on paid administrative leave pending the hearing described in this Section. The Employer agrees not to suspend an Employee without pay, demote, or discharge an Employee without first conducting a disciplinary conference in order to give the Employee an opportunity to offer an explanation of the alleged misconduct. Employees will be notified of a disciplinary conference seventy-two (72) hours in advance by written notice stating the nature of the charges and the date and time of the conference. The employee may be accompanied by a Union representative if he/she chooses, or a non-Union representative. At the disciplinary conference the Employee may chose to respond to the charges verbally or in writing, have his/her representative respond to the charges, or waive the conference.

Requests for a continuance of the disciplinary conference will not be unreasonably denied. However, an Employee who is on paid administrative leave may not receive a continuance for more than an additional twenty-four (24) hours.

Disciplinary conferences, where practical shall be conducted at hours reasonably related to the Employee's shift, such as during, immediately before or immediately after the shift.

Section 14.4. Discipline to be Confidential

All disciplinary proceedings will be conducted in a private and businesslike manner.

Section 14.5 Working While on Suspension

An Employee who has been suspended shall not be eligible to work overtime in the same pay period as the dates of the suspension. In the event the dates of suspension occur in more than one pay period, the Employee will not be eligible for overtime until the pay period following the last day of the suspension.

Section 14.6. Retention of Disciplinary Records

Records of disciplinary action shall remain in the employee's file, but shall cease to have full force and effect in accordance with the following schedule:

Type of Disciplinary Action	Time Period
Verbal Reprimands	9 months
Written Reprimands	12 months

Suspension of three (3) days or less	36 months
Suspension of more than three (3) days	48 months

Such records of disciplinary action shall remain in full force and effect if intervening disciplinary action for the same or similar reason has occurred.

Section 14.7. Union Representation

In the event the Employer intends to conduct and interview with an employee to discipline, investigate or take any other action which may affect the Employee's job security or any other term or condition of employment, the Employer shall notify the employee in writing at least twenty-four (24) hours prior to such interview. The employee may waive his right to the twenty-four (24) hour notice by submitting a written waiver to the Employer.

Section 14.9. The Employer shall request a complaining party to prepare a written statement concerning the complaint. In the event a complaining party refuses or if the Employer receives an anonymous complaint, the Employer may investigate the complaint but will not take disciplinary action against the employee solely based on the verbal or anonymous complaint.

ARTICLE 15 **GRIEVANCE PROCEDURE**

Section 15.1. Grievance Defined

The term "grievance" shall mean an allegation by a Bargaining Unit employee or the Employer 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 and/or state laws and/or by the Constitution of the United States.

Section 15.2. Processing of 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 that is not processed by the Employer within the time limits provided, may be automatically moved to the next step of the grievance procedure by the Employee.

All time limits on grievances may be extended upon the mutual consent of the parties.

Any grievant may, if he so desires, have a Union representative or any representative of his choice accompany the grievant at any step or meeting provided for in this article.

Section 15.3. Steps in the Procedure

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimal amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. Whenever any time limit specified in this Article ends on a Saturday, Sunday, or legal holiday, the end of such time limit shall be extended until the end of the next day which is not a Saturday, Sunday, or legal holiday. In furtherance of this objective, the following procedure shall be followed:

Step 1: Major/Jail Administrator

In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the appropriate Major/Jail Administrator within five (5) calendar days of the occurrence of the incident that gave rise to the grievance. Such grievance shall be in writing on a grievance form provided by the Union. The Major/Jail Administrator shall investigate and provide an appropriate answer directly to the grievant or a representative of the grievant within five (5) calendar days following the date on which the grievance was presented.

Step 2: Sheriff

If the grievance is not resolved in Step 1, the Employee may, within seven (7) calendar days following the Step 1 reply, refer the grievance to the Sheriff. The Sheriff shall have ten (10) calendar days in which to schedule a meeting, if he deems necessary, with the aggrieved Employee. The Sheriff shall investigate and respond in writing to the grievant within ten (10) calendar days following the meeting date or ten (10) calendar days following receipt of the grievance, whichever is later.

Step 3: Arbitration

If the grievance is not resolved at Step 2, the Employee may, within fifteen (15) calendar days following the Step 2 reply, notify the Union to move the grievance to arbitration. The Union shall notify the Employer, in writing within the fifteen (15) day time period, of the intent to arbitrate the grievance.

The arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Services (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators from Area 15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request another list of seven (7) names from the FMCS until a mutually agreeable arbitrator is selected. The party requesting arbitration shall strike the first name. Nothing in this Section shall prohibit the parties from mutually agreeing on an arbitrator prior to requesting a panel list from FMCS.

Section 15.4 Jurisdiction and Authority of the Arbitrator

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement. He may not modify or amend the Agreement.

In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the grievance.

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.

The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant. The arbitrator shall be requested to issue his decision as quickly as possible after the hearing and shall forward such findings, awards, and other supporting data to the Employer and to the Union.

Section 15.5 Costs of Arbitration

The costs and fees of the arbitrator shall be borne equally by the parties. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-Employee witness shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. 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 15.6 Content of Grievances

All grievances must contain the following information to be considered and must be filed using the grievance form supplied by the Union.

- A. Aggrieved Employee's name and signature;
- B. Aggrieved Employee's classification;
- C. Date grievance was filed in writing;
- D. Date and time the incident being grieved occurred;

- E. The location where the incident being grieved occurred;
- F. A description of the incident giving rise to the grievance;
- G. Specific Articles and Sections of the Agreement allegedly violated;
- H. Desired remedy to resolve the grievance.

The Union shall have the responsibility for the duplication, distribution, and their own accounting for the grievance form.

Section 15.7 Who May File a Grievance

A grievance may be initiated by any Employee covered by this Agreement. Where a group of bargaining unit Employees desire to file a grievance involving an incident affecting several Employees in the same manner, one (1) Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance.

Section 15.8 Self-Representation

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 Union representative will be notified of his right to be present at the adjustment.

Section 15.9 Disciplinary Grievances

Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand, taken by the Employer against any bargaining unit Employee, may be appealed to Steps 1 and 2 of the grievance procedure, but shall not be appealed to Step 3 (arbitration).

In cases of verbal warnings and/or written reprimands, if an Employee disagrees, he/she may write a memorandum to the Sheriff explaining his position and why he/she disagrees with the verbal warning and/or written reprimand. If the Sheriff agrees with the Employee, he/she shall remove the verbal warning and/or written reprimand from the Employee's file. If the Sheriff does not agree with the Employee, he/she shall attach the Employee's memorandum to the verbal warning and/or written reprimand and keep both of them in the Employee's file.

Disciplinary actions of suspension without pay, reduction in classification, and/or discharge from employment taken by the Employer against any bargaining unit Employee may be appealed directly to Step 2 of the grievance procedure.

ARTICLE 16
PERSONNEL FILES

Section 16.1. Review of Files

Employees shall have access to their individual personnel files for review to the extent allowed by law. Such review shall not occur during the employee's scheduled work period. An employee may be accompanied by a Union representative when reviewing his file. An employee may compile, date, and insert, in said file a list of documents he finds therein and keep a copy of said list. Files shall be reviewed in the presence of the Sheriff or his designee.

Section 16.2 If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made and identify the requestor. The employee may request a meeting to review his personnel file prior to release to the member of the public. The employee may present reasons to the Employer, if applicable, concerning reasons why certain documents should not be released. Absent extenuating circumstances, the Employer shall not be required to delay its reply to the public records request more than twenty-four (24) hours after notifying the employee of the request. No information which is not required by law to be disclosed shall be disclosed in response to a public records request.

Section 16.3. Signing of Discipline

Employees shall receive and sign a copy of any formal written warning, reprimand, or other notice of disciplinary action before it is placed in his personnel record. The signing of such form shall not indicate agreement, only acknowledgement of receipt of a copy. If the employee refuses to sign the document, a statement to that effect shall be noted on the document and the employee shall not use his refusal to sign as a basis to challenge the validity of the action. Any formal written warning, reprimand, or other disciplinary action not received by the employee shall be removed from his personnel record upon request of the employee. Employees shall also receive a copy of any letter of commendation or appreciation.

ARTICLE 17
PROBATIONARY PERIODS

Section 17.1. New-Hire Probation

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right to the grievance procedure.

Section 17.2. Promotional Probation

A newly promoted employee will be required to successfully complete a probationary period in

his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of twelve (12) months. A newly promoted employee who evidences unsatisfactory performances or who voluntarily chooses may be returned to his former position anytime during his probationary period without loss of seniority in the previous position.

Section 17.3. Lateral Probation

An employee who makes a lateral move from a position in Corrections to a position in Enforcement or vice versa will be required to successfully complete a probationary period in his new position. The probationary period for this lateral move shall begin on the effective date of the lateral move and shall continue for a period of twelve (12) months. An Employee who makes this lateral move and evidences unsatisfactory performance may be terminated at any time during his lateral probationary period and shall have no right to the grievance procedure. An employee who makes this lateral move and who voluntarily chooses to return to his prior position may be returned to his former position anytime during his lateral probationary period provided there is an opening. Return to his prior position will be without loss of seniority in the previous position.

ARTICLE 18 **SENIORITY**

Section 18.1. Definition

- A. Classification seniority shall be computed on the basis of the uninterrupted length of continuous service with the Employer within a classification. Returning to the immediately lower classification after having served in the immediately higher classification will not constitute a break in classification seniority in the lower classification.
- B. Departmental seniority shall be computed on the basis of the uninterrupted length of continuous service with the Employer.

Section 18.2. No Break in Service

The following situations shall not constitute a break in continuous services and seniority is not lost:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. A layoff of eighteen (18) months duration or less;
- E. Resignation, if re-hired in less than six (6) months.

Section 18.3. Break in Service

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

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability or by mutual agreement with the Employer;
- E. Failure to return to work at the expiration of leave of absence;
- F. Resignation.

Section 18.4. Application of Seniority

Classification seniority as defined in Section 1 of this Article shall be applicable for purposes of layoff and recall. Departmental seniority as defined in Section 1 of this Article shall be applicable for purposes of consideration for promotional opportunities and for the accumulation of vacation leave.

ARTICLE 19
LAYOFF AND RECALL

Section 19.1. Notification of Layoff

When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees as soon as possible, but not less than-fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff or other alternatives specified in Section 19.4 on bargaining unit employees. The layoff procedure shall not be used for disciplinary purposes.

Section 19.2. Order of Layoffs

The Employer shall determine in which classification(s) a layoff will occur and layoffs of bargaining unit employees will be by classifications. Employees shall be laid off within each classification by inverse order of departmental seniority beginning with:

- A. Temporary employees;

- B. Probationary employees;
- C. Permanent part-time employees;
- D. Fulltime regular employees.

Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt or attempted delivery in which to exercise his right to bump any less senior employee within the same classification or within any classification, provided the more senior employee possesses the skill, ability, and qualifications to perform the work and has successfully completed a probation period in the position into which he is bumping.

Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, and qualifications to bump another employee shall be laid off and placed on a recall list. An employee who bumps pursuant to this Section shall be paid at the rate of the classification into which he bumps.

Section 19.3 Recall, Recall List and Recall Notice

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. 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.

Notice of recall shall be sent to the employee by certified mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during his period of layoff.

The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall actually return to work as soon as possible, but not more than fourteen (14) days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed to with the Employer.

Section 19.4 Alternatives to Layoff

The Sheriff may also employ other methods, including but not limited to short term furlough of four (4) weeks or less, reduced hours of work, or altered work schedules in an effort to avoid layoffs, provided Employees who are affected by this Section are able to work enough hours to maintain benefits.

Section 19.5 Voluntary Layoff

The Sheriff may also request the Employees take a voluntary layoff. If there is a voluntary layoff, the Employer shall determine in which classification(s) the layoff will occur and voluntary layoffs of Bargaining Unit Employees will be by classifications. Employees shall be laid off voluntarily within each classification by inverse order of departmental seniority.

ARTICLE 20 **VACANCIES**

Section 20.1. Posting of Vacancy

Whenever the Employer determines that a permanent vacancy exists, notice of such vacancy shall be posted for seven (7) calendar days. All such notices shall contain a brief description of the position to be filled, including duties, hours of work, and any special qualifications required. Employees desiring to bid on a vacant position must submit their bid to the Sheriff prior to the close of the posting period.

Section 20.2. Qualifications

The Employer will consider the following criteria in selecting the successful applicant: experience, ability to perform the work, physical fitness, records of attendance and discipline, education, other qualifications, and departmental seniority. The Employer will select the most qualified applicant based on these criteria.

Promotional examinations shall consist of a written examination and an evaluation panel. A passing score on a written examination shall be seventy percent (70%). An applicant must achieve at least a passing score to be eligible to continue the promotion process.

The evaluation panel shall consist of at least three (3) members from outside the Crawford County Sheriff's office.

Section 20.3. Temporary Filling of Vacancy

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

ARTICLE 21 **HOURS OF WORK AND OVERTIME**

Section 21.1. Workweek for Captains, Lieutenants, Sergeants and Deputies

The scheduled workday/workweek for Captains, Lieutenants, Sergeants and Deputies shall normally consist of eight (8) or ten (10) hours per day/forty (40) hours per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal

workday or workweek for the purpose of promoting efficiency or improving services, from establishing work schedules of employees, or guaranteeing a specific number or work hours each work period. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 21.2 Payment of Overtime for Captains, Lieutenants, Sergeants and Deputies

Captains, Lieutenants, Sergeants and Deputies who are required by the Employer to actually work more than eighty-four (84) hours in a fourteen (14) day consecutive work period shall be entitled to overtime compensation at time and one-half (1½) their regular base rate of pay for all hours actually worked in excess of the eighty-four (84) hour maximum. For purposes of this Article, hours actually worked shall not include time compensated for sick leave.

Section 21.3. Workweek for Dispatchers

The scheduled workweek for Dispatchers shall normally consist of forty (40) hours per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing work schedules of employees, or guaranteeing a specific number of work hours each work period. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week. If a vacancy on a shift occurs, it shall be offered to full-time dispatchers prior to using part-time employees.

Section 21.4. Payment of Overtime for Dispatchers

Dispatchers who are required by the Employer to actually work more than forty (40) hours in any workweek shall be entitled to overtime compensation at time and one-half (1½) their regular base rate of pay. For purposes of this Article, hours actually worked shall not include time compensated for sick leave.

Section 21.5. Compensatory Time may be Taken

Employees at their option, may choose to take compensatory time rather than be paid for overtime hours worked. It is recognized that compensatory time is a form of payment for overtime. Compensatory time, when taken in lieu of payment for overtime hours worked will accumulate at the rate of one and one half (1½) hours for each overtime hour worked. An employee shall be allowed to "bank" compensatory time up to a maximum bank of forty (40) hours. This will be a rolling bank and can be added to and used from on a continuous basis.

Compensatory time may be used in blocks equal to one-half (1/2) the number of hours for which he/she is regularly scheduled to work, not including overtime. (For example, four (4) hours if an Employee is scheduled to work an eight (8) hour shift, five (5) hours if an Employee is scheduled to work a ten (10) hour shift.) If an Employee uses compensatory time equal to one half (½) the number of hours for which he/she is regularly scheduled, it must either start at the beginning of the shift and end at the middle of the shift or start at the middle of the shift and end at the end of the shift.

An employee shall be allowed to use accrued compensatory time according to this Article at any time during the year so long as the use of the compensatory time does not create an overtime situation at the time it is requested.

Section 21.6. Equalization of Overtime

Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall make a reasonable effort to equally distribute offerings of overtime among qualified bargaining unit employees on an annual basis. However, in the event that no bargaining unit member desires to work the overtime offered by the Employer, the Employer will assign the work to the employees with the least amount of seniority within the needed classification, from each abutting shift. The least senior qualified employee from each abutting shift will be assigned one-half ($\frac{1}{2}$) of the total required overtime needed. However, in no event will an employee be required to work more than twelve (12) consecutive hours in any one (1) day unless an emergency exists. Employees may be permitted to work more than twelve (12) consecutive hours, but not more than sixteen (16) consecutive hours in any one (1) day at the employee's option and at the request of the employer.

Additionally, no employee shall be required to hold over at the end of his shift if he is starting his consecutive days off, nor shall an employee be required to come in early at the start of the shift if he is coming back from his consecutive days off unless an emergency exists.

In the jail, when calling in a correction officer, if the least senior person is ordered in, the same person may not be ordered in more than two (2) consecutive days in a row and/or more than five (5) total times in an eighty (80) hour pay period. This restriction shall not apply if there are extenuating circumstances relating to manpower needs.

Section 21.6 Pyramiding

There shall be no pyramiding of hours worked or paid, or other premium pay, when determining eligibility for overtime or overtime compensation.

ARTICLE 22 **CALL-IN TIME**

Section 22.1. Call-in Pay

Any bargaining unit employee who is called in to work at a time which does not abut his scheduled working hours shall be credited with not less than three (3) hours work at his applicable rate of pay. The Employer reserves the right to require the employee to remain at work for the entire three (3) hour period and will assign work.

ARTICLE 23
COURT TIME

Section 23.1. Hours Worked

Whenever a bargaining unit employee is required by the Employer to appear before a state, county, or municipal court on off-duty time for matters pertaining to or arising from the employee's official duties, the employee shall have all time spent in court counted as hours worked.

Section 23.2. Payment of Court Time

In the event that such court appearance is less than two (2) hours in duration, the employee shall be guaranteed two (2) hours pay provided the time in court does not abut the employee's regularly scheduled work time. The Employer reserves the right to require the employee to remain at work for the entire two (2) hour period and assign work.

ARTICLE 24
OFFICER IN CHARGE

Section 24.1. Rate of Payment

Whenever it is necessary to designate a full-time member of the bargaining unit as the officer in charge of a work shift, such employee shall receive an additional fifty cents (50¢) per hour for all hours worked as an OIC provided that the employee works in the capacity of OIC for at least one half (½) of the designated shift. Payment for serving as OIC will be made in the pay period in which it was earned.

ARTICLE 25
CANINE OFFICER

Section 25.1 Payment for Assignment to the Canine Unit

The Canine Officer who is assigned to a Canine unit for the months of January through June in any calendar year will be provided a lump sum payment of three hundred ten dollars (\$310.00). The Canine Officer who is assigned to a Canine unit for the months of July through December in any calendar year will receive a lump sum payment of three hundred ten dollars (\$310.00).

ARTICLE 26
HOLIDAYS

Section 26.1. Holidays

Full-time employees shall receive holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

Section 26.2. Payment for Holidays

For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay provided that they work their full scheduled day before and after the holiday. Employees who actually work on a holiday shall receive one and one half (1 ½) times their regular rate of pay for each hour worked in addition to the holiday pay.

Section 26.3. Holiday Pay on Days Off

If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

ARTICLE 27 **VACATION**

Section 27.1. Accrual

Full-time forty (40) hour a week 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 with the Employer as follows:

Completed Length of Service	Vacation
Less than 1 year	0
First (1 st) year anniversary	80 hours
Eighth (8 th) year anniversary	120 hours
Fifteenth (15 th) year anniversary	160 hours
Twenty-fifth (25 th) year anniversary	200 hours

Such vacation leave shall be accrued to employees between the employee's anniversary of employment each year. Employees will earn, on a bi-weekly basis, one-twenty-sixth (1/26th) of the amount of vacation leave identified in this Section.

Vacation credits are not earned while an employee is in no-pay status (leave of absence, layoff, disciplinary suspensions, etc.).

Section 27.2. Credit for Prior Public Service

A. New Employees

New Employees may be entitled to vacation service credit earned during employment with the Employer. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

B. Current Employees

Current Employees of the Employer who have been previously credited with vacation service credit or prior service credit prior to the execution of this Agreement shall retain such service credit.

Section 27.3. Use, Cash-in and Carry-over of Vacation

A. Use

Vacation leave shall be taken by an Employee between the year in which it was accrued and the next anniversary date of employment. The minimum amount of vacation leave that may be used by an Employee at any one time is equal to one half ($\frac{1}{2}$) the number of hours for which he/she is regularly scheduled to work, not including overtime. (For example, four (4) hours if an Employee is scheduled to work an eight (8) hour shift, five (5) hours if an Employee is scheduled to work a ten (10) hour shift.) If an Employee uses vacation time equal to one half ($\frac{1}{2}$) the number of hours for which he/she is regularly scheduled, it must either start at the beginning of the shift and end at the middle of the shift or start at the middle of the shift and end at the end of the shift.

B. Carry-over and Cash-in of Vacation

The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Employees with more than fifteen (15) years of service may cash in up to twenty-four (24) hours of vacation leave each anniversary year. Requests to cash in vacation leave must be made no later than the employee's anniversary date. Payment for cashing in vacation leave shall be made within thirty (30) days of the employee's anniversary date. Beginning January 1, 2013, such qualifying employee may cash-in thirty-two (32) hours of vacation leave. The cash-in amount shall increase to forty (40) hours on January 1, 2014.

Section 27.4. Submission of Vacation Requests

Employees may submit vacation requests during the month of January of each year. Employees may request, prior to February 1, the dates for that vacation year (February 1 through January 31 of the following year) on which they prefer to use their accumulated vacation.

Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and expectations:

- A. Vacation requests submitted after February 1 shall be honored solely on the basis of order of application and no seniority rights to preferred dates shall exist.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- C. Vacation requests which are at least one (1) week (five [5] consecutive days) in duration shall be given first preference.

Section 27.5. Approval of Vacation Requests

The Employer shall notify the employees regarding the approval/disapproval not later than February 15th of each year. Vacation leave approved in accordance with the procedure identified in Section 27.4 will not be cancelled unless an emergency condition exists. Once notification is given, the Employer will post a vacation schedule and any employee wishing to cancel a vacation scheduled pursuant to the procedures in this Article must provide the Employer a minimum of fourteen (14) days advanced notification.

Section 27.6. Submission of Vacation Requests after January

Vacations not requested during the period identified in Section 27.4 shall require a minimum of fourteen (14) days advanced notification.

Such request shall be honored solely on the basis of order of application and shall be subject to the following limitations:

- A. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- B. Vacation requests which are at least one (1) week (five [5] consecutive days) in duration shall be given first preference.

Section 27.7. Recall to Duty While in Vacation Status

Nothing herein shall be construed as preventing the Employer from recalling an employee to duty in emergency situations.

Additionally, no employee shall be required to hold over at the end of his shift if he is starting pre-scheduled vacation, nor shall an employee be required to come in early at the start of the shift if he is coming back from pre-scheduled vacation unless an emergency exists.

Section 27.8. Compensation for Vacation

An employee is entitled to compensation at his current rate of vacation time for the current year to his credit at the time of separation. In addition, he shall be compensated for any unused vacation leave accrued to his credit, with the permission of the appointing authority.

ARTICLE 28 **VACATION LEAVE DONATION PLAN**

Section 28.1. Immediate Family Defined

For purposes of this Article immediate family will carry the same definition as “immediate family” in the Family Medical Leave article of this Agreement and includes, but is not limited to the Employee, Employee’s spouse, child, parent, or “in loco parentis”.

Section 28.2. Intent

Employees may donate accrued vacation leave to a fellow Employee who is otherwise eligible to accrue and use vacation leave and reports to the Crawford County Sheriff’s Office. The intent of the leave donation program is to allow Employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended catastrophic illness or injury of the Employee or a member of the Employee’s immediate family.

Section 28.3. When an Employee May Receive Vacation Leave

An Employee may receive donated vacation leave up to the number of hours the Employee is scheduled to work each pay period, if the Employee to receive donated vacation leave or a member of the Employee’s immediate family has a serious illness or injury, and the Employee:

- A. has no accrued leave;
- B. has completed his or her new hire probationary period;
- C. has applied for any paid leave, Workers’ Compensation, or benefits program for which the Employee is eligible;
- D. has applied for Family and Medical Leave;
- E. has no abuse or patterned use of sick leave and/or leave without pay;
- F. has provided written verification that the catastrophic illness exists;

- G. is not a member of the donating Employee's immediate family as defined in the Family Medical Leave Article and in the Sick Leave Article of this Agreement; and
- H. agrees to accept the leave under the terms of this policy and completes any required form.

Section 28.4. When an Employee May Donate Vacation Leave

Employees may donate leave if the donating Employee:

- A. is not a member of the receiving Employee's immediate family as defined in the Sick Leave article of this Agreement;
- B. voluntarily elects to donate vacation leave and does so with the understanding that donated leave will not be returned if used by the receiving employee;
- C. donates a minimum of eight (8) hours, and a maximum of forty (40) hours, in eight (8) hours increments, subject to a maximum eighty (80) hour annual (based on calendar year) donation to any/all Employees measured;
- D. completes any required form.

Section 28.5. Administration of the Program

The vacation donation program shall be administered on a pay period to pay period basis. When the Employer is made aware that an Employee qualifies for donated vacation leave under this Article, and if he is authorized by the Employee in need, he shall post a notice stating the name of the Employee in need of the time, as well as how many hours are needed.

Employees wishing to donate vacation leave time shall notify the Employer or his designee of how many hours they wish to donate. Donations of vacation leave time will be credited to and used by the receiving Employee in the order of their submissions.

Employees receiving and using donated vacation leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an Employee while using donated vacation leave shall be used, if necessary, in the following pay period before additional donated vacation leave may be received. Donated vacation leave shall be considered sick leave but shall never be converted into a cash benefits. The Employer shall maintain such records as are necessary for the administration of this program. The Union and the Employer agree to coordinate efforts to assure effective implementation of this Article.

Section 28.6. Information Required in Order to Donate

Employees who wish to donate vacation leave shall certify:

- A. The name of the Employee for whom the donated leave is intended;
- B. The number of hours to be donated;
- C. That the vacation leave is donated voluntarily and the Employee understands that the donated leave will not be returned.

Section 28.7. Requirement to Donate

No Employee will be forced to donate vacation leave. The Union and Employer will respect an Employee's right to privacy. However, the Union and/or Employer may, with the permission of the Employee who is in need of leave or a member of the Employee's immediate family, inform Employees of their co-worker's critical need for leave donations from Employees. The donation of vacation leave shall occur on a strictly confidential and voluntary basis.

Section 28.8. Program Not Grievable

Neither donating Employees, receiving Employees, nor the Union, shall have the right to arbitrate any or all issues regarding the application of this Article/Section.

ARTICLE 29 **SICK LEAVE**

Section 29.1. Accrual

Upon execution of this Agreement, each employee while in active pay status shall accrue sick leave at four and six-tenths (4.6) hours per eighty (80) hours in active pay status up to a maximum of fifteen (15) days per year. For purposes of this article, active pay status shall include hours worked, including overtime, paid holiday leave, or vacation leave status. Sick leave shall not accrue while an employee is on sick leave, is in an unpaid status including leave of absence, layoff, or suspension.

Section 29.2. Units of Use

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 workday or workweek earnings. Under no circumstances shall sick leave be advanced prior to being accumulated.

Section 29.3. Reasons for Use

- A. Provided proper notification and request procedures have been followed, sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
 - 1. Illness or injury of the employee;

2. Illness or injury to a member of the employee's immediate family requiring the presence of the employee.
 3. Medical, dental, or optical examinations or treatment of employee or a member of his 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 job would jeopardize the health of others;
 5. Pregnancy and/or childbirth and other conditions related thereto.
- B. For purpose of this Section, the definition of immediate family is as follows: spouse, child, father, mother, brother, sister.
- C. The Employer reserves the right to investigate and verify all employee absence.

Section 29.4. Verification of Illness May be Required

The Employer shall require an employee to furnish a standard written, signed statement explaining the nature of the illness 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. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. 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.

Section 29.5. Notification to the Employer

When an employee is unable to report to work, he shall notify the Employer two (2) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with his immediate supervisor.

Section 29.6. Failure to Comply

Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. Sick leave is to be used only for the reasons specified herein. Patterned and excessive use of medically undocumented sick leave shall be cause for disciplinary action.

An employee using sick leave is expected to remain at his/her home or engage in activities related to his/her recovery (i.e., attend doctor's appointments, physical therapy, medical testing appointments, etc.) during the missed hours of work and until he/she returns to work. Employees found engaging in activities inconsistent with recovery from illness shall be disciplined.

Section 29.7. Examination may be Required

The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the Employer.

Section 29.8. Leave of Absence may be Granted

If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with the provisions set forth in this Agreement.

Section 29.9. Sick Leave Form Required

Upon return to work, an employee shall complete and sign a request for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments as provided for in Section 29.7 above, or when an absence is for three (3) or more consecutive days, require the employee to furnish a statement from a licensed medical practitioner. Such statement shall include the general nature of the illness or injury and the expected return-to-work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

Section 29.10. Vacation Leave may be Used

Vacation leave may be used for sick leave purposes, at the employees' request and the approval of the Employer, after sick leave is exhausted. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months as provided for in this Agreement.

Section 29.11. Payment of Sick Leave at Retirement

Upon formal retirement, under the provisions of the Public Employees Retirement System, an employee with a minimum of ten (10) years continuous service may convert up to forty percent (40%) of his accumulated but unused sick leave not to exceed a maximum of six hundred ten (610) hours.

If the employee is killed in the line of duty, the Employee's survivor will be paid one hundred percent (100%) of accrued, but unused sick leave, without regard to the number of years of

service by the Employee with the County. If there is no survivor, the payment shall be made to the Employee's estate.

Section 29.12. Attendance Incentive

In any calendar quarter in which an employee has perfect attendance, i.e., no sick leave use which was not approved prior to the date on which it was used, the employee will be paid an additional fifteen cents (15¢) per hour for all hours worked during that quarter.

Calendar quarters are: April 1 to June 30;
 July 1 to September 30;
 October 1 to December 31;
 January 1 to March 31.

Section 29.13. Annual Sick Leave Conversion

Employees with a balance of at least nine hundred sixty (960) hours of sick leave may convert such leave to a cash payment on the following basis:

Completed Years of Service	Conversion
15 Years	72 hours of sick leave for 24 hours of cash payment
20 Years	100 hours of sick leave for 50 hours of cash payment

ARTICLE 30 **FUNERAL LEAVE**

Section 30.1 Immediate Family

An employee may be granted time off chargeable to sick leave not to exceed three (3) working days in the event of a death of a member of the employee's immediate family. Immediate family shall be defined as mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, and brother-in-law, daughter-in-law, son-in-law, step parents, step siblings, step children, grandparent, grandchild or anyone with whom the Employee has an "in loco parentis" relationship.

Section 30.2 Other Family Members

An employee may be granted time off chargeable to sick leave not to exceed one (1) working day in the event of a death of another family member. Another family member shall be defined as aunt and uncle.

Section 30.3 Additional Time May be Granted

An employee may be permitted to take up to five (5) additional days of vacation leave upon approval of the Employer in the event of the death of any family member listed in this Article. For purposes of this Section the fourteen (14) day advance notification requirement in Article 27 Vacation shall be waived, however the request should be made as timely as possible.

**ARTICLE 31
PERSONAL LEAVE**

An employee may be granted time off, chargeable to sick leave, not to exceed four (4) working days per calendar year. Personal leave must be scheduled and approved at least forty-eight (8) hours in advance of use in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Employer or his designee in case of emergency. Personal leave will not be charged to sick leave if an employees does not use any unscheduled sick leave for a calendar year. One (1) personal leave day will be charged to sick leave for each calendar quarter in which an employee has an incident of unscheduled sick leave use. If an employee takes all four (4) personal days in the first half of the year, i.e., January through June, and resigns during that six (6) month period, two (2) days will be deducted from the employee's final paycheck.

**ARTICLE 32
INJURY LEAVE****Section 32.1. Injury Leave to be Granted**

In the event of a service-connected injury exceeding seven (7) working days incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed one hundred eight (180) calendar days from the date of the seventh (7th) working day. The Employer may grant additional injury leave on a case-by-case basis for such additional periods of time as the injury may warrant. Upon approval of the injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid by Worker's Compensation for the period during which the employee received full pay.

Section 32.2. Application for Workers' Compensation

To apply for benefits under the Section above, written application shall be made to the Employer accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Employer to approve or reject the application, and in doing so he may require examination by a registered physician of his selection. Before any employee who has made application to the Employer for benefits under this article, he shall first make application for Worker's Compensation benefits.

He must also complete an injury-on-duty report and reimbursement agreement with the Employer as soon as possible following the injury.

Section 32.3. Workers' Compensation Denied

In the event such injury-on-duty is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time, or at the employee's option, the benefits shall be repaid in cash, accumulated vacation, and/or bonus time. If the employee does not have accumulated sick leave, vacation, and/or bonus time to cover either all or part of the time off up to and including the date the claim is disallowed, any monies paid to the employee by the Employer under this article shall be repaid by the employee to the Employer.

ARTICLE 33 **MILITARY LEAVE**

Section 33.1. Military Leave to be Granted

Any members of the Bargaining Units who are members of the Ohio National Guard, the Ohio Defensive Corps, the State or Federal Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence with or without pay as required by State and/or Federal law for field training or active duty.

Section 33.2. Proof of the Need for Military Leave

Prior to the approval of such military leave, the Bargaining Unit employee must provide the Employer with a copy of his military orders defining the length of the required military leave.

ARTICLE 34 **LEAVE OF ABSENCE WITHOUT PAY**

Section 34.1. Leave may be Requested

Upon written request of the Employee, the Employer may grant a personal leave of absence without pay. Personal leaves without pay must be requested in writing in advance of the leave and shall state the specific reason(s), the beginning date, the ending date, and the duration of the requested leave. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

Section 34.2. Maximum Leave for Specific Reasons

A leave of absence without pay may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would benefit the Employer.

Section 34.3. Leave at the Employer's Discretion

The authorization of a leave of absence without pay shall be at the discretion of the Employer, and each request shall be decided based upon its merits.

Section 34.4. Return from Leave

Upon returning from a leave of absence, the Employer shall place the employee in the same or similar classification. An employee may, upon approval, return to active pay status prior to the originally scheduled expiration date of such leave if such early return is agreeable to the Employer.

Section 34.5. Failure to Return from Leave

Any employee who fails to return to duty within three (3) working days after the completion or valid cancellation of a leave of absence, without reporting to the Employer, may be removed by the Employer.

Section 34.6. Benefits While on Leave

Any employee who has been placed on an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave. Further, such employees shall be required to pay the entire cost of their medical coverage during a leave should they desire to continue coverage.

Section 34.7. Employment While on Leave

In no event shall a leave of absence be used for the purpose of engaging in other employment. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose(s) specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to report.

ARTICLE 35
FAMILY MEDICAL LEAVE

Section 35.1. Family Medical Leave

Employees will be granted Family Medical Leave consistent with the County Policy and the provisions of the Family Medical Leave Act ("FMLA") of 1993 as amended.

Section 35.2. Disability Leave

An employee who exhausts the Family Medical Leave may apply for disability leave pursuant to the provisions of the Agreement.

ARTICLE 36
DISABILITY LEAVE

Section 36.1 Leave May be Granted

An employee may request a leave of absence without pay for maternity or disability purposes by submitting such request in writing to the Employer. Such request shall not exceed six (6) months in duration and must be accompanied by a signed physician's statement which includes the probable date on which the employee will be able to return to work without limitations.

The disability leave will end on the date on which the physician releases the employee as medically able to return to work, or at the expiration of the six (6) month period.

Section 36.2. Inability or Failure to Return to Work

If the employee is unable to return to work at the end of six (6) months due to the same disabling illness, injury, or condition, the employee shall be placed on a disability separation without pay.

An employee placed on disability separation without pay following a disability leave without pay for the same disabling injury or illness shall retain reinstatement rights for a period of one (1) year from the time the employee began the disability leave without pay. Such employee shall be reinstated to the same or a similar classification within fourteen (14) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer and the costs shall be paid by the Employer. The Employer may, in lieu of the examination conducted by the appointed physician, accept other appropriate medical documentation establishing that the disabling illness, injury, or condition or longer exists.

An employee who does not return from separation, formally resigns, or takes disability retirement within one (1) year shall be separated from service upon the expiration of the one (1) year period.

ARTICLE 37
SEPARATION FROM EMPLOYMENT

Section 37.1. Payment of Wages

Upon separation from employment for any reason, all unpaid wages shall be paid to the employee at the rate of pay that was in effect on the date of separation.

Section 37.2. Payment of Holidays and Vacation Leave

Upon separation from employment for any reason, all accrued but unpaid holiday leave and/or vacation leave shall be paid to the employee at the rate of pay at which such leave was earned.

Section 37.3. Payment of Sick Leave

Payment to an employee of accrued, but unused sick leave in cases of formal retirement or line-of-duty death is addressed in Article 29 herein.

Section 37.4. Payment to Employee's Estate

If the reason for separation is due to the death of the employee, the payment of wages and benefits provided in the article shall be paid to the employee's estate.

Section 37.5. Money Owed to the Employer

Upon separation from employment for any reason, all monies owed to the Employer by the employee must be paid to the Employer prior to the issuance of any separation pay provided for in this article or prior to the issuance of any payment for accrued but unused sick leave as provided for in Article 29 of this Agreement. At the option of the Employer, all monies owed may be deducted from separation pay and/or sick leave accrual pay specified in this Section.

ARTICLE 38
BADGE AT RETIREMENT

Section 38.1 Badge Issued

Upon retirement each employee who has been issued a badge(s) will have the option of keeping the badge(s) he/she was issued. The employee may elect to turn in his/her badge(s) and receive a new badge at retirement.

Section 38.2 Badge Not Issued

Employees who have not been issued a badge will be issued one at retirement.

ARTICLE 39
UNIFORMS

Section 39.1. Uniforms and Clothing Allowance

The Employer shall furnish uniforms and equipment to sworn personnel and civilian personnel in the jail in accordance with the Employer's policy. Uniforms and equipment damaged in the line of duty or that are not otherwise serviceable shall be turned in to the Sheriff or his designee with a written request for re-issue. When an Employee makes a request to the Employer pursuant to this Section, replacement of the requested item shall be made within thirty (30) days subject to availability.

Each year of this Agreement the Employer shall provide each Dispatcher with a total of six (6) "tops" in any combination of long sleeve shirts with logo and/or short sleeve shirts with logo.

Once each contract term the employer shall provide each Dispatcher with a sweater (optional) with logo at the Dispatcher's request.

Section 39.2. Ownership of Uniforms

All uniforms and equipment issued by the Employer and/or bear the name and/or logo of the Office are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit employee, all uniforms and equipment shall be returned to the Employer in the conditions as when issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. All uniform and/or equipment items (as referenced in Section 39.4) purchased at the expense of the Employee for use while performing job duties of the Employer are and shall remain the property of the Employee and are not required to be returned to the Employer upon termination of employment, subject to any requirements of state and federal laws or regulations.

Section 39.3. Cleaning and Maintenance

The Employer agrees to provide up to two hundred and fifty dollars (\$250.00) per calendar year for each employee to be utilized for the cleaning and maintenance of uniform items. The Employer reserves the right to designate a specific dry cleaning establishment to provide such service. The Employer will directly pay for such services up to the amount identified herein.

Section 39.4. Use/Wearing of Non-Issue Items

Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Sheriff.

Section 39.5. Plain Clothes Allowance

Plain clothes officers, as determined by the Sheriff, shall be reimbursed for up to six hundred dollars (\$600.00) per year for the purchase of civilian clothes worn in the line of duty.

ARTICLE 40 **TRAINING AND EDUCATION**

Section 40.1. Training Considered as Hours Worked

When the Employer or his designee requires any bargaining unit employee to attend any school, class, training session, etc., the employee shall have all hours spent at such training opportunity that occur during his normal work schedule included in his hours worked during the work period in which the training session occurs, not to exceed eight (8) in any calendar day.

Section 40.2. Travel for Training

When the Employer requires that a bargaining unit employee travel to any training opportunity during his normal work shift, the employee shall have all travel hours that would fall within his

normal shift included in his hours worked during the work period in which such travel occurs.

Section 40.3. Expenses for Training

The expenses for tuition, registration, fees, etc. of any training opportunity required by the Employer shall be paid by the Employer.

Section 40.4. Payment for Training

Employees required to attend job-related training and/or recertification will be paid the actual hours in attendance at the training (minimum one [1] hour), at the appropriate rate of pay.

Section 40.5. Canine Handlers

Employees assigned as canine handlers will be permitted three (3) hours per week to care for their dog (e.g., training, walking, feeding, cleaning, grooming, etc.). The Sheriff may schedule this time during the employee's regular hours of work, or it could be in addition to their regular schedule. However, this time is included when a handler is on vacation or sick leave for one (1) week or more.

ARTICLE 41 COMPENSATION

Section 41.1. Wage Scale

Effective as of July 1, 2012 employees will be paid as follows:

Deputies

	Step A	Step B	Step C	Step D	Step E	Step F
2011 (1.5%) Eff. 7/1/11	15.39	15.77	16.19	16.57	17.42	18.31
2012 (2.0%) Eff. 7/1/12	15.70	16.08	16.51	16.90	17.77	18.68

Dispatchers

	Step A	Step B	Step C	Step D	Step E	Step F
2011 (1.5%) Eff. 7/1/11	13.82	14.21	14.63	15.04	15.47	16.35
2012 (2.0%) Eff. 7/1/12	14.10	14.49	14.92	15.34	15.78	16.68

Sergeants

Captains

	Probation	1 Year								Probation	1 Year	
2011 (1.5%) Eff. 7/1/11	18.60	19.09								2011 (1.5%) Eff. 7/1/11	19.52	20.08
2012 (2.0%) Eff. 7/1/12	18.97	19.47								2012 (2.0%) Eff. 7/1/12	19.91	20.48

The parties agree that they will re-open negotiations concerning hourly rates of pay for year 2014. These negotiations shall commence on or about November 1, 2013.

Section 41.2. Longevity

Employees will receive longevity payments annually during the first full pay period in December in accordance with the following schedule. An employee must have the required number of years of service completed by December 31st of the preceding year in order to be eligible for the longevity payment. Only employees who are on the payroll as of the date the longevity payment is made will receive the longevity payment. Longevity payment will not be pro-rated under any circumstance.

Years of Service	Payment Amount
6-10	\$20.00 per year
11-20	\$25.00
21 or more years	\$30.00

ARTICLE 42
SHIFT DIFFERENTIAL

Section 42.1 Second Shift

Shift differential shall be paid at the rate of fifteen cents (15¢) per hour for all assigned shifts beginning between the hours of 4:00 pm and 12:00 midnight or other starting time designated by the Sheriff as “second shift”.

Section 42.2 Third Shift

Shift differential shall be paid at the rate of ten cents (10¢) per hour for all assigned shifts beginning between the hours of 12:00 midnight and 8:00 am or other starting time designated by the Sheriff as “third shift”.

Section 42.3 Payment of Shift Differential

Shift differential will not be used to calculate the hourly rate of pay for paid time off. Employees will not be paid shift differential, or have their shift differential changed, for overtime hours that abut the employees' regular shift or are a call-in or court time. Overtime that does not abut the employee's regular shift, e.g., voluntary or assigned overtime on the employee's day off will include shift differential as in Sections 42.1 or 42.2 whichever is applicable.

ARTICLE 43 **REIMBURSEMENT OF EXPENSES**

Section 43.1. Reimbursement

If an employee is required to expend personal funds in connection with the performance of his assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer. The employee shall secure authorization for expenses from the Sheriff before leaving on assignment.

Section 43.2. Maximum Limits

The maximum allowable reimbursement for meals shall be that amount allowed by the county commissioners, but not less than \$20.00 per day. All parking expenses and tolls shall be reimbursed.

Section 43.3. Receipts Required

Before an employee can be reimbursed for any expenses provided for in this article, he must provide receipts of all expenditures to the Employer.

ARTICLE 44 **INCLEMENT WEATHER**

Section 44.1 Reporting for Work

The Union and the employees agree that all employees are required to report to work on each scheduled work day regardless of weather or other external conditions.

Section 44.2 Payment

Whenever the Crawford County Courthouse is closed due solely to inclement weather conditions employees of the Sheriff's Office who report for work or remain at work during that calendar day as required will be paid at one and one-half (1 ½) times their regular rate of pay for all hours that the County Courthouse remains closed due to inclement weather.

ARTICLE 45
WAIVER IN CASE OF EMERGENCY

Section 45.1. Certain Time Limits to be Waived

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Crawford County, or the Federal or State Legislature, such as acts of god or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 45.2. Termination of the Emergency

Upon the 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 46
DURATION

Section 46.1. Duration

This Agreement shall be effective as January 1, 2012 and shall remain in full force and effect through midnight, December 31, 2014, except that the parties agree to re-open negotiations for purposes of negotiating wage rates for 2014. Said re-opened negotiations shall commence on or about November 1, 2013 and shall be pursuant to ORC § 4117. The parties agree to waive Section 4117.14 (G) (11) as to retroactivity for the re-opener negotiations.

Section 46.2. Amendment/Renewal

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall comply with State Employment Board's procedures.

Section 46.3. Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this

Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, practices, and policies, either oral or written, are hereby cancelled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto, by their authorized representatives, have executed this Agreement on this _____ day of _____, in the year 2012:

For the Crawford County Commissioners:



Steve Reinhard

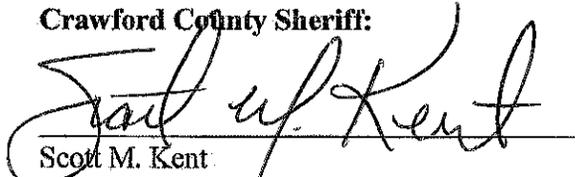


Jenny Vermillion



Douglas Weisenhauer

Crawford County Sheriff:



Scott M. Kent

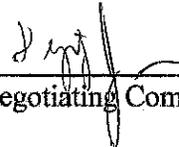
For the FOP, Ohio Labor Council, Inc.:



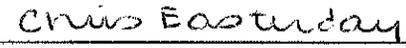
Ross Rader, Staff Representative



Negotiating Committee Member



Negotiating Committee Member

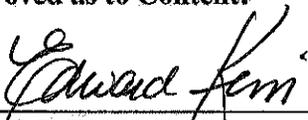


Chris Eastwood
Negotiating Committee Member



Negotiating Committee Member

Approved as to Content:



Edward S. Kim, Labor Counsel
Downes Fishel Hass Kim LLP

Approved as to Form:



Matthew E. Crall,
Crawford County Prosecutor