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AGREEMENT

BETWEEN

THE DARKE COUNTY SHERIFF'S OFFICE

AND

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

**UNIT A
(SERGEANTS, LIEUTENANTS)**

**SERB CASE NUMBER
2012-MED-05-0550**

**Effective
September 1, 2012 until August 31, 2015**

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PREAMBLE

This Agreement, entered into by the Darke County Sheriff's Office hereinafter referred to as the "Employer," and the Fraternal Order of Police of Ohio/Ohio Labor Council, Inc. hereinafter referred to as the "FOP/OLC," 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
FOP/OLC RECOGNITION

Section 1.1. The Employer recognizes the FOP/OLC as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full time by the Employer in the classification of Sergeant or Lieutenant pursuant to Section 311.04 of the Revised Code, as certified by the Ohio State Employment Relations Board on May 28, 1992 (Case Number 92-REP-01-0013), Unit A, as subsequently amended.

Section 1.2. The following employees are excluded from the bargaining unit: Sheriff, Chief Deputy, Jail Administrator, Captain, Deputies, Corrections Officer/Corporal and all other employees.

ARTICLE 2
DUES DEDUCTIONS

Section 2.1. The Employer agrees to deduct FOP/OLC Local membership dues and fees in accordance with this Article for all employees eligible for the bargaining unit.

Section 2.2. The Employer agrees to deduct FOP/OLC membership dues and fees once each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee. 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 2.3. The Employer agrees to remit the dues and fees deducted from bargaining unit employee's pay, in accordance with this Article, to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611, once each month for the duration of the Agreement.

Section 2.4. The parties agree that the Employer assumes no obligation, 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 2.5. 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 bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the dues check-off authorization; or (6) resignation by the employee from the FOP/OLC.

Section 2.6. 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 2.7. The parties agree that neither the employee nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP/OLC dues deductions would normally be made, by deducting the proper amount.

Section 2.8. The rate at which dues are to be deducted shall be certified to the payroll clerk by the FOP/OLC. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 2.9. Except as otherwise provided in Section 2.5, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 2.10. Any present employee who is a member of the FOP/OLC on the effective date of this Agreement, or any new employee who voluntarily elects membership 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 or remain a member of the FOP/OLC, nor shall the contract service fee exceed the dues paid by members of the FOP/OLC in the same bargaining unit. The contract service fee shall not be used to finance political and/or ideological activity. 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, his 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. The FOP/OLC shall prescribe a rebate and challenge procedure which complies with applicable laws.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. The Employer possesses the sole right to operate its department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

1. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure (including the use of part-time employees as addressed in this Agreement);

2. To direct, supervise, evaluate, or hire employees;

3. To maintain and improve the efficiency and effectiveness of operations and programs;

4. To determine the overall methods, process, means, or personnel by which operations are to be conducted;

5. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

6. To determine the adequacy of the work force;

7. To determine the overall mission of the department as a unit of government;

8. To effectively manage the work force;

9 To take actions to carry out the mission of the department as a governmental unit.

Section 3.2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Section 3.3. The FOP/OLC recognizes and accepts that all rights, responsibilities and functions of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the right, responsibility and function of the Employer.

ARTICLE 4
NO STRIKE/NO LOCKOUT

Section 4.1. The Employer and the FOP/OLC 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 FOP/OLC 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.

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 4.1.(A) of this Article.

Section 4.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 4.1.(A) of this Article is subject to discipline or discharge by the Employer.

Section 4.3. In the event of any violation of Section 4.1.(A) of this Article, the FOP/OLC shall promptly do whatever it can to prevent or stop such unauthorized acts, including but not limited to: the preparation and delivery of a letter to the Employer addressed to the Employer and signed by the ranking FOP/OLC officer, stating "the strike action is not sanctioned and all employees should return to work immediately."

Section 4.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 5
NONDISCRIMINATION

Section 5.1. The Employer will not interfere with, restrain or coerce employees covered by this Agreement because of membership in or participation in any legal activity on behalf of the FOP/OLC.

Section 5.2. The FOP/OLC agrees there shall be no disparate treatment, restraint, or coercion by the FOP/OLC or its representatives against any employee exercising the right to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

Section 5.3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 5.4. Neither the Employer, its agents, agencies, or officials, nor the Union or its agents or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, national origin, military status, disability or ancestry of any person.

ARTICLE 6
FOP/OLC REPRESENTATION

Section 6.1. Representative(s) of the FOP/OLC shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP/OLC Representative shall identify himself to the Employer or the Employer's designated representative.

Section 6.2. The Employer shall recognize one (1) employee designated by the FOP/OLC to act as the FOP/OLC chairperson for the purposes of representation as outlined under this Agreement.

Section 6.3. The FOP/OLC shall provide to the Employer an official roster of its officers and FOP/OLC Representatives which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor
5. Union office held

No employee shall be recognized by the Employer as an FOP/OLC representative until the FOP/OLC has presented the Employer with written certification of that person's selection.

Section 6.4. The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 6.5. Rules governing the activity of FOP/OLC representatives are as follows:

1. The FOP/OLC agrees that no official of the FOP/OLC, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The FOP/OLC further agrees not to conduct FOP/OLC business during working hours except to the extent specifically authorized.

2. The FOP/OLC shall not conduct FOP/OLC activities in any work area(s) without notifying the supervisor(s) in charge of that area(s) of the nature of the FOP/OLC activity.

3. The FOP/OLC employee official (representative) shall cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized

activity is being conducted or upon the request of the employee's immediate supervisor.

4. The FOP/OLC shall be permitted to utilize the intra-departmental mail system in order to communicate with bargaining unit members. The FOP/OLC shall not utilize the intra-departmental mail system for mass mailings.

5. An FOP/OLC employee official abusing the rules of the Section is subject to disciplinary action.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, the Employer and/or his designee agrees to meet with not more than two (2) representatives of the FOP/OLC to discuss matters of mutual concern as outlined herein and to promote a more harmonious labor/management relationship. There is no duty to bargain.

Section 7.2. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting. The FOP/OLC shall furnish a list of those FOP/OLC representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

B. Notify the FOP/OLC of changes made by the Employer which affect bargaining unit employees;

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

D. Disseminate general information of interest to the parties.

E. Discuss ways to increase productivity and improve efficiency.

F. To consider and discuss health and safety matters relating to employees.

Section 7.3. Any Section or part of a Section of this Article may be waived or modified by mutual Agreement of both parties.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended

that the grievances procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of federal laws, state laws, the United States Constitution or Ohio State Constitution.

Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, but the grievance must be signed by each individual desiring to be included. Members who initially sign the group grievance may withdraw their name from the group grievance and this will have no effect as to the content or purpose of said grievance.

Section 8.2. All grievances must be presented to the proper step in the progression, and within the applicable time limits, in order to be considered.

The aggrieved or FOP/OLC may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by failing to advance a grievance to the next step within the applicable time limit.

Any grievance not answered by the Employer's representatives within the applicable time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may be extended only by written mutual agreement.

A grievance may be brought by any aggrieved employee covered by this Agreement. The FOP/OLC may file a grievance involving an incident affecting one or more of the bargaining unit employees.

Section 8.3. A grievance must be submitted to the appropriate step of the formal grievance procedure within seven (7) calendar days after the grievant knew or should have known the facts giving rise to the grievance (but in no case later than twenty-eight (28) calendar days following the date of the incident) otherwise, the grievance shall be considered not be have existed.

Section 8.4. All formal grievances shall be submitted in writing on a grievance form which shall contain all of the following information:

1. Aggrieved employee's name and signature;

2. Date, time, and location where grievance occurred;

3. Description of the incident(s) giving rise to the grievance;

4. Articles and Sections of the Agreement claimed to have been violated;

5. Date grievance was first discussed with the Supervisor and the Supervisor's name;

6. Date grievance was first filed in writing; and

7. Desired remedy to resolve grievance.

The FOP/OLC shall be solely responsible for the duplication, distribution, and its own accounting of the grievance forms. The approved and agreed upon grievance form appears as Appendix B of the Agreement.

Section 8.5. It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the FOP/OLC to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, there shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined may be submitted to the formal grievance procedure. The employee may be accompanied by the local FOP/OLC chairperson at any step of the grievance procedure.

Step 1: The grievance must be submitted in writing to the Chief Deputy within the time limits set forth in Section 8.3 herein. It shall be the responsibility of the Chief Deputy to investigate the matter and provide a written response within five (5) calendar days following the day in which the Chief Deputy was presented the grievance. During the extended absence of the Chief Deputy, the grievance shall automatically proceed to Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved at Step 1, it may then be submitted in writing to the Sheriff or his designated representative. The appeal to Step 2 must take place within seven (7) calendar days of the response to Step 1. The Sheriff or his designee shall respond to the grievant within fourteen (14) calendar days following receipt of the grievance. The grievant may also be represented by a FOP/OLC Staff Representative at this step of the grievance procedure.

Step 3: Arbitration:

If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon request of the FOP/OLC in accordance with this Section of this Article.

A. The FOP/OLC has the right to decide whether or not to proceed to arbitration following the issuance of the Employer's answer at Step 2. If the FOP/OLC wishes to proceed to arbitration, it must so notify the Sheriff or his designee, in writing, within ten (10) calendar days of the issuance of the Employer's answer in Step 2. Once such notification is given, the FOP/OLC shall contact the Employer within the next thirty (30) calendar days to begin the arbitration selection process outlined below.

B. If, after timely notifying the Employer of its decision to proceed to arbitration on a grievance, the FOP/OLC reconsiders its decision, it may cancel the arbitration at any time prior to the arbitration hearing by serving written notice of its desire to cancel upon the Employer and the

arbitrator. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

C. A representative of each of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from Ohio. The party requesting arbitration will be responsible for paying the initial panel fee. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, each party may each reject one (1) list and submit a request for another list from the FMCS. The party rejecting such list shall be responsible for paying the fee for a replacement list.

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

E. 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. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

F. The decision of the arbitrator shall be final and binding upon the Employer, the FOP/OLC, and the grievant. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.

G. The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the parties. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees and costs of a court reporter shall be paid by the party requesting one or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing, nor shall such employee receive any compensation or benefits from the Employer if such hearing hours are during the employee's off-duty time.

Section 8.6. 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 FOP/OLC grievance representative will be notified of his right to be present at the adjustment.

Section 8.7. The parties may by mutual agreement waive any steps or any of the time limits of this Article in writing. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit (or any agreed extension thereof) it shall be considered settled on the basis of the Employer's last answer.

ARTICLE 9
DISCIPLINE

Section 9.1. The tenure of every bargaining unit employee shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay and classification, suspended, or discharged except for just cause. The Employer may discipline an employee for violations occurring while the employee is on duty or off duty, acting under the colors of the Employer representing himself as an employee of the Sheriff's office, or for conduct which violates the employee's oath of office.

Forms of disciplinary action are:

A. Verbal warning (written record to be signed by employee);

B. Written reprimand;

C. Suspension without pay;

D. Reduction in classification; or

E. Discharge from employment.

Section 9.2. Except in instances wherein the employee is charged with a serious offense, 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 9.3. Anytime the Employer or any of his representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be administered within a reasonable amount of time from the time the Employer knew that the alleged violations occurred.

Section 9.4. Whenever the Employer or his designee determines that an employee may be disciplined for just cause (including only suspensions, reductions, or termination), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

Section 9.5. Predisciplinary conferences will be conducted by the Sheriff, the Chief Deputy, or by a neutral person selected by the Sheriff, or his designee.

Section 9.6. Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; or (2) appear at the conference and have an FOP/OLC representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a predisciplinary conference. Failure to elect and pursue one of the three above mentioned options, absent mitigating circumstances, shall constitute the employee's waiver of his right to the predisciplinary conference.

Section 9.7. At the predisciplinary conference, the employee or his FOP/OLC representative may respond to the allegations of misconduct which were outlined to the employee. Failure to testify truthfully may result in further disciplinary action.

Section 9.8. At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee shall provide a list of witnesses to the hearing officer as far in advance as possible, but no later than eight (8) hours prior to the predisciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

Section 9.9. The employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the hearing officer concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. The hearing officer shall issue his written report within ten (10) calendar days following the conclusion of the predisciplinary conference. A copy of the hearing officer's report will be provided to the employee.

Section 9.10. Lost pay disciplinary action may be appealed through the grievance procedure. Disciplinary action not involving loss of pay may be grieved through the grievance procedure, but is not subject to the arbitration procedure.

Section 9.11. Any investigative questioning regarding charges of employment misconduct shall be made under the following conditions:

- The employee shall be apprised of the nature of the suspected misconduct as it is known at the time and his right to have the opportunity to have a FOP/OLC representative present.

- Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

- Either party may tape record the predisciplinary conference.

Section 9.12. Any employee charged with or under indictment for a felony, or any crime which results in a weapons disability, who is not disciplined or discharged by the Employer may, at the Employer's discretion, be placed on a leave of absence without pay or reassigned until resolution of the court proceedings. If placed on an unpaid leave of absence, the employee may use accrued but unused vacation time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged and have no appeal over such action. Where charges are reduced to a misdemeanor (other than a crime which results in a weapons disability) or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article. The Employer shall continue to pay the Employer's portion of the employee's insurance premiums during the unpaid leave of absence.

Section 9.13. Internal Investigations and the initiation of the disciplinary process must occur within three (3) calendar months of the date of knowledge of the alleged misconduct, except in cases which could result in criminal or civil penalties, or in cases where disclosure of alleged misconduct may interfere with another governmental agency's investigation.

ARTICLE 10
DRUG/ALCOHOL TESTING

Section 10.1. Drug/alcohol testing may be conducted on employees for pre-hire, pre-promotional, post-accident or reasonable suspicion.

Section 10.2. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures.

Section 10.3. Alcohol testing shall be done to detect drivers operating a motor vehicle or employees reporting for duty under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 10.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement shall be deemed a positive test, and is grounds for discipline as such.

Section 10.5.

1. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanction as set forth in this Article.

3. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed. If the results are negative, the employee will be reimbursed for the retest expense.

Section 10.6. The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

Section 10.7. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is: 1) covered by the employee's health insurance; 2) if no insurance coverage, the recovery program will be at the employee's expense. An employee who participates in a rehabilitation or detoxification program may be allowed to use accrued sick leave and/or vacation leave 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 may be returned to his former position. Such employee may be subject to periodic retesting up to one (1) time per quarter during the one (1) year period following his return to his position or up to eight (8) times during the one (1) year period following his return to his position if additional tests are recommended by his substance abuse professional upon his return to his position. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 10.8. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment. Such employee may be subject to periodic retesting, up to one time per quarter during the one (1) year period following his return to his position, or up to eight (8) times during the one (1)

year period following his return to his position if additional tests are recommended by his substance abuse professional.

Section 10.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

ARTICLE 11
PERSONNEL FILES

Section 11.1. Each employee may inspect his personnel file maintained by the Employer at a mutually agreeable time, and shall, upon written request, receive a copy of any documents contained therein. Such inspection shall be scheduled within five (5) calendar days of receipt by the Employer of a written request. An employee shall be entitled to have a representative of his choice accompany him during such review. The Employer shall have the right to reasonably limit the number of inspections granted to an employee during any calendar year.

Section 11.2. If the employee feels that any document, statement, or notation in his personnel file is inaccurate or unfavorable to him, he shall be given the right to place a statement of rebuttal or explanation in this file.

Section 11.3. Records of verbal warnings shall cease to have force and effect six (6) months from the date of issuance, provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline has occurred. Any other record of discipline shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. No anonymous material of any type shall be included in the employee's personnel file.

Section 11.4. Upon request of the employee, any inactive record of disciplinary action that is no longer in force and effect will be clearly stamped "Inactive File." Records of disciplinary action shall be maintained in personnel files in accordance with applicable law.

Section 11.5. Disciplinary records entered into an employee's personnel file will be signed and dated by the employee and the employee will be provided a copy.

If a signed written citizen complaint against an employee is placed in the employee's personnel file, the employee will be given a copy.

Section 11.6. Nothing in this Article is intended to violate Section 149.43 of the Ohio Revised Code. This Article shall be construed to work in concert with such code section. All items defined by Ohio Revised Code or other appropriate governing legislation as public information shall be available upon request to the Employer from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be released other than to representatives of the Employer, unless by court order, subpoena, or written permission of the

employee. The employee shall be notified of a request by a member of the public to review the employee's personnel file as soon as practical.

ARTICLE 12
PROBATIONARY PERIODS

Section 12.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal under the provisions of this Agreement or the State Personnel Board of Review.

Section 12.2. Every newly promoted employee will be required to successfully complete a probationary period. The probationary period for newly promoted employees shall begin on the day on which the promotion becomes effective or when the employee is properly certified, whichever is later, and shall continue for a period of six (6) months. A newly promoted probationary employee may be demoted to the position and salary from which he was promoted, or to a similar position and salary, at any time during his probationary period. Such employee shall have the opportunity to discuss the reasons for the demotion with the Sheriff. Such demotion shall not be considered a disciplinary demotion for purposes of Article 9 of this Agreement, but shall not be arbitrary or capricious in nature. Any promoted employee may voluntarily elect to return to his previously held classification at his previous rate of pay during the first sixty (60) days of his probationary period.

An employee's failure to successfully complete the probationary period is not appealable through the State Personnel Board of Review.

Section 12.3. Health and life insurance benefits for newly hired employees shall become effective on the first day of the month following ninety (90) days of continuous employment.

ARTICLE 13
SENIORITY

Section 13.1. Departmental seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. Classification seniority shall be calculated on the basis of uninterrupted service with the Employer within a classification.

Section 13.2. Seniority shall be used for the purposes as described in the various Articles of this Agreement.

Section 13.3. The following shall not constitute a break in continuous service:

1. Absence while on approved leave of absence;

2. Absence while on approved sick leave or disability leave;

3. Military leave;

4. A layoff of two (2) years duration or less; or

5. A resignation where the employee is re-employed or reinstated within thirty (30) days.

6. Movement between job classifications in the same work assignment area (Sergeant, Lieutenant).

Section 13.4. The following shall constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;

2. Retirement;

3. Layoff for more than two (2) years;

4. Failure to return to work within the prescribed time limits following recall as specified in the Layoff and Recall Article.

5. Failure to return to work at the expiation of the leave of absence;

6. A resignation where the employee is re-employed or reinstated after thirty (30) days.

Section 13.5. The Employer shall provide one (1) copy of the seniority list to the FOP/OLC upon request and shall update the seniority list as necessary.

ARTICLE 14
LAYOFF AND RECALL

Section 14.1. When the Employer determines that a long-term layoff of bargaining unit employees or job abolishment is necessary, he shall notify the affected employees 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.

Section 14.2. The Employer shall determine in which classifications layoffs will occur and layoff of bargaining unit employees will be by classifications. Layoff order shall be in the inverse order of departmental seniority within each bargaining unit classification in the Division, as described in Section 14.6. Employees who are laid off shall be placed on a recall list for a period of two (2) years. The Employer shall recall employees from layoffs within each classification as needed. If there is a

recall, employees who are still on the recall list shall be recalled beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled.

Section 14.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Fraternal Order of Police, Ohio Labor Council, Inc.. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, and 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.

Section 14.4. An employee recalled from a long-term layoff shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. The time limits provided in this Section may be extended by the Employer if circumstances beyond the control of the employee prevented timely response by the employee to the recall notice.

Section 14.5. Any employee in the bargaining unit receiving a notice of layoff or job abolishment shall have five (5) calendar days following the receipt of such notice in which to exercise his right to displace the least senior employee in the same Division in a lower classification previously held (and then to an equal or lower paying classification which he or she previously held) provided the laid off employee possesses all qualifications and certifications required for that classification and position and can demonstrate that he can perform the duties of the particular position. Any such employee moving into a lower paying classification shall be paid at the rate assigned to the classification at the same step. This provision applies only to bargaining unit employees and bargaining unit positions; however, employees from Unit A may bump into eligible positions within Unit B. A bargaining unit employee who previously held the classification of corrections officer who does not yet possess the required certifications for a corrections officer may only displace the least senior corrections officer if that employee also does not yet have the certification. The displacing employee must obtain the required certification within the required one (1) year period.

Section 14.6. For purposes of this Article, Divisions and the hierarchy within the Divisions shall be as follows:

Division	Descending Classifications within Division
Corrections Services	Cook
Communications	Assistant Communications Coordinator Dispatcher
Corrections	Corrections Corporal

	Corrections Officer
Court Services	Court Services Sergeant Court Services Officer
Patrol	Patrol Lieutenant Patrol Sergeant Patrol Officer

(This modification is prospective only. It is not intended to alter a pay situation already existing at time of execution.)

ARTICLE 15
BIDDING AND VACANCIES

Section 15.1. The parties agree that all appointments to positions covered by this Agreement other than the original appointments from eligibility lists where such lists exist and are requested by the Employer, shall be filled in accordance with this Article. This Article shall not apply to promotions to positions not covered by this Agreement.

Section 15.2. Whenever the Employer determines that a permanent vacancy exists a notice of such vacancy shall be posted on the employee's bulletin board for ten (10) days. During the posting period any qualified employee wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or applications from probationary or non-qualified employees. If the qualifications of two (2) or more applications are relatively equal, Departmental seniority shall prevail.

Section 15.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination of whether to fill the vacancy on a permanent basis.

Section 15.4. Those bargaining unit employees subject to rotating shifts will be given the opportunity to bid for shift assignment within their work assignment area and classification based upon classification seniority, except in circumstances where in the Sheriff's discretion, seniority should not prevail. This discretion should include good faith on the part of the Sheriff concerning the needs of the Department. Bidding cycles are six (6) months in duration.

ARTICLE 16
BULLETIN BOARD

Section 16.1. The Employer agrees to provide bulletin board space in an agreed upon area of the facility for use by the FOP/OLC.

Section 16.2. All FOP/OLC notices of any kind posted on the bulletin board shall be signed, posted or removed by the local chairperson. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. FOP/OLC recreational and social affairs;

B. Notice of FOP/OLC meetings;

C. FOP/OLC appointments;

D. Notice of FOP/OLC elections;

E. Results of FOP/OLC elections;

F. Reports of non-political standing committees and independent non-political arms of the FOP/OLC; or

G. Non-political publications, rulings, or policies of the FOP/OLC.

All other notices of any kind not covered by A through G above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the FOP/OLC bulletin board at any time which contain the following:

A. Personal attacks upon 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 any employee organization regardless of whether the organization has local membership; or

D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 16.3. No FOP/OLC related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the FOP/OLC.

Section 16.4. The Employer or his designee may immediately notify the FOP/OLC representative and remove any material posted in violation of this Article.

ARTICLE 17
WORK RULES, ORDERS, POLICIES AND PROCEDURES

Section 17.1. The FOP/OLC recognizes the Employer's right to establish reasonable work rules and the right to revise, amend, modify or delete work rules, policies, orders or procedures necessary to ensure the efficient operation of the Sheriff's Office and proper conduct of employees. A copy of all rules, policies, orders, and procedures shall be furnished to the chairman of the bargaining unit as necessary to be current.

Section 17.2. Any additions or amendments to the work rules, policies, orders, or procedures shall be reduced to writing and posted on department bulletin boards for a period of five (5) days. Such posting shall constitute appropriate notice to all employees.

Section 17.3. Work rules, policies, orders, or procedures are to be interpreted and applied uniformly to all employees within the group or groups of employees to whom such rules, policies, orders, or procedures are directed.

Work rules, policies, orders, or procedures shall not violate the specific provisions of this Agreement and shall not be applied in violation of the specific terms of this Agreement.

ARTICLE 18
SAFETY

Section 18.1. The parties agree that safety is a primary concern and responsibility of each party. Therefore, the Employer agrees to provide safe equipment for all bargaining unit employees, and that all safety rules and practices shall be applied and enforced uniformly within the group or groups of employees to whom they are directed.

Section 18.2. Bargaining unit employees shall be responsible for reporting any unsafe equipment or conditions to the Employer and for complying with all safety rules and practices. Any employee failing to follow established safety rules or practices may be subject to discipline.

ARTICLE 19
HOURS OF WORK AND OVERTIME

Section 19.1. This Article is intended to define the normal hours of work per day and per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek or from establishing the work schedules of employees. 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 19.2. Work schedules shall be assigned by the Sheriff or designee. The normal work period for employees in the classifications of Sergeant and Lieutenant shall consist of twenty-eight (28) consecutive calendar days in accordance with the provisions of Section 207(k) of the Fair Labor

Standards Act. Any time worked by a Sergeant or Lieutenant in excess of his scheduled hours shall be considered overtime. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

Section 19.3. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee and all hours in paid status (including bereavement leave and paid FML), except sick leave, will be included. Sick leave hours (excluding sick leave used in conjunction with Article 26, Occupational Injury Leave [OIL], and where the sick leave satisfies the definition of OIL in Section 26.1) used will be subtracted from overtime hours worked during the pay period for purposes of determining eligibility for overtime pay.

Section 19.4. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

Section 19.5. Whenever the Employer is given advance notice that a regular scheduled uniformed supervisor's shift will be open due to a pre-arranged and approved absence, or where a shift has no supervisory employee scheduled and the Employer determines that an O.I.C. is to be assigned to the shift, it will first be offered to uniformed Sergeants, then, at the Sheriff's discretion to the Detective Sergeant, then to the Lieutenants. After determining that no uniformed Sergeant, Detective Sergeant or Lieutenant wishes to work the overtime, an O.I.C. shall be appointed. The Employer shall make a reasonable effort to equally distribute offerings of overtime among eligible qualified bargaining unit employees who would normally perform the duties requiring the overtime. In the event the work involved is a continuation of work begun during an employee's regular shift, the Employer may assign such overtime to the employee already working. In the event the work involved requires special skills, employees possessing such skills may be assigned to work the overtime.

Section 19.6. For as long as this Bargaining Unit works twelve (12) hour shifts, whenever a Sergeant/Lieutenant works a scheduled short day (e.g., eight [8] hours, ten [10] hours, etc.), the FOP/OLC will waive the overtime provisions of Article 19, Section 19.5 as it relates to Sergeants/Lieutenants, and an OIC may be appointed to cover the difference in hours between the scheduled short shift and a regular twelve (12) hour shift. Pre-arranged and approved absences as addressed in Article 19, Section 19.5 will follow the contractual language.

Section 19.7. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer or an emergency exists which requires immediate response. Employees shall obtain advance approval of the Employer before working any overtime.

Section 19.8. There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

Section 19.9. Employees required to work during the daylight savings time change during April and October of each year shall be paid for their actual hours worked. Those employees required to work in excess of eight (8) hours, because of the time change, shall receive applicable straight time pay or

overtime pay in accordance with this Article. Those employees required to work only seven (7) hours because of the time change, shall receive seven (7) hours pay at their straight time rate.

Section 19.10. Mandatory Overtime: If an employee schedules a full day or more of vacation which abuts the employee's day(s) off, and if the employee provides at least forty-eight (48) hours notice of the scheduling of such vacation, which is thereafter granted, the Employer shall not include such employee's name for purposes of determining who will work mandatory overtime during the period of the employee's vacation/off days.

Section 19.11. No employee shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period, except in emergencies as defined in Article 35 (Waiver in Case of Emergency), where personnel are not available to appropriately cover the shift, and/or when the duties of the employee's assignment potentially require work in excess of the limitation (e.g., detectives, etc.). Employees subject to the above limitation shall be permitted to work consecutive days of sixteen (16) hour shifts by their choosing.

ARTICLE 20
CALL-IN PAY/COURT TIME

Section 20.1. A bargaining unit employee called-in to work at a time outside of his regularly scheduled shift, which does not abut his regularly scheduled shift shall receive a minimum of two (2) hours pay at the overtime rate, subject to Section 19.8.

Section 20.2. Subsequent call-ins within the time span covered by the original call-in shall be considered as part of the first call-in.

Section 20.3. This Article shall not be applicable to employees required to report for duty for training purposes.

Section 20.4. Whenever an employee is required to appear in court or meet with the Prosecutor for a pre-trial conference on matters pertaining to or arising out of the employee's official duties, during off-duty time which does not abut the employee's regularly scheduled shift, the employee shall receive a minimum of two (2) hours pay at the overtime rate, subject to Section 19.8.

ARTICLE 21
HEALTH & LIFE INSURANCE

Section 21.1.

A. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status a group medical insurance plan. The group medical insurance plan provided to the bargaining unit employees will be the same County-wide plan offered by the Board of Commissioners to its classified non-bargaining unit employees.

B. All insurance requirements (e.g., fees, contributions, co-payments, etc.) specified for such non-bargaining unit Darke County employees shall also be applicable to bargaining unit employees. If such non-bargaining unit Darke County employees are required to pay a portion of the insurance premiums, the same premium contribution levels shall also apply to bargaining unit employees.

C. For calendar year 2013, the employee's share of the cost of health insurance shall be eight and one half percent (8.5%) of the total monthly insurance premium for an employee only plan and seventeen percent (17%) of the total monthly insurance premium for a family insurance plan or other multi-member plan, if available. For calendar year 2014, the employee's share of the cost of health insurance shall be ten percent (10%) of the total monthly insurance premium for an employee only plan and seventeen percent (17%) of the total monthly insurance premium for a family insurance plan or other multi-member plan, if available. For calendar year 2015, the employee's share of the cost of health insurance shall be twelve percent (12%) of the total monthly insurance premium for an employee only plan and seventeen percent (17%) of the total monthly insurance premium for a family insurance plan or other multi-member plan, if available.

Section 21.2. The sole determination of insurance carrier(s) or method(s) of providing benefits under this Article rests with the Employer.

Section 21.3. The Employer shall, for the life of this Agreement, continue to provide life insurance coverage to each eligible employee in the amount of at least fifteen thousand dollars ($15,000.00) at the Employer's expense.

ARTICLE 22
WAGES

Section 22.1. Effective July 17, 2005 and for the life of this Agreement, the base hourly rate of pay for bargaining unit employees shall be:

CLASS	
Lieutenant	15% above base hourly rate of Sergeant
Sergeant	15% above base hourly rate of patrol officer at Step 4

Section 22.2. Effective July 17, 2005 and for the duration of this Agreement any employee assigned as a Detective Sergeant shall receive a one dollar ($1.00) an hour stipend in addition to his base rate of pay for all hours worked or in paid status for the duration of this assignment.

ARTICLE 23
HOLIDAYS

Section 23.1. Full-time employees in the bargaining unit shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Easter Sunday	Per the calendar
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th

The length of the holidays listed above shall be equal to the employee's normal daily work hours.

Section 23.2. For bargaining unit employees regularly scheduled Monday through Friday, if the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday; if the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. Employees scheduled other than Monday through Friday will observe the above listed dates of holidays.

Section 23.3. An employee who does not work on a designated holiday shall receive one (1) hour straight time pay at his regular rate for each holiday hour. All employees who are required to work on a designated holiday shall receive one (1) hour straight time holiday pay for each holiday hour in addition to their regular rate of pay for all hours worked on a holiday. Employees who are required to work on Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day will receive one (1) hour straight time holiday pay for each holiday hour in addition to one and one-half times (1½) their regular rate of pay for all hours worked on the holiday.

Section 23.4. If a holiday occurs while an employee is on vacation leave the employee shall not be charged with vacation leave on the date the holiday is observed. An employee on sick leave on a holiday shall not be entitled to holiday compensation but shall be charged with sick leave usage. The Employer reserves the right to investigate any absence occurring on a holiday. An employee requesting sick leave on a holiday may be required to furnish a medical statement from a licensed medical practitioner whether the absence was for the employee or his immediate family. Such statement shall include the nature of the illness or injury, treatment given, the prognosis and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement when requested will result in the denial of sick pay and the leave shall be

unpaid. An employee on unpaid leave of absence or disciplinary suspension shall not be entitled to holiday compensation.

Section 23.5. An employee absent without leave or using sick leave on his scheduled workday before or his scheduled work day after a holiday shall not be eligible for holiday pay, except for the following situations: when leave is taken for purposes of Section 25.2 (D); when the leave is pre-scheduled sick leave (with a minimum of seven [7] calendar days notice); and in emergency situations that qualify for FMLA (where the employee will be offered Holiday Leave instead).

Section 23.6. An employee whose shift begins on the day before a holiday and whose shift continues on to a holiday for which premium pay is granted shall not receive premium pay for hours worked on the holiday. An employee whose shift begins on a holiday for which premium pay is granted and whose shift continues on to the day following such holiday shall receive premium pay for all hours worked during such shift.

ARTICLE 24
VACATIONS

Section 24.1. Employees shall earn vacation according to their number of years of continuous service with the Darke County Sheriff's Department in accordance with the following schedule:

Vacation Hours	Years of Employment	Vacation time shall accumulate at the rate of:
None	Less 1 year	3.1 hours per pay period
80	1 completed	3.1 hours per pay period
120	8 completed	4.6 hours per pay period
160	15 completed	6.2 hours per pay period
200	22 completed or 2 years prior to the employee obtaining both the age and years of service eligibility for PERS-LE normal retirement, whichever comes first	7.7 hours per pay period

Effective with employees hired July 1, 1996 and thereafter, an employee shall not be entitled to prior vacation service credit for tenure with the state or any political subdivision of the state prior to his last date of hire with the Employer.

Section 24.2. Vacation credit accrues during all hours in paid status. No vacation credit is accrued while an employee is in any unpaid status. Prorated vacation credit is given for any part of a pay period. Forty (40) hours vacation credit is added at the completion of 8, 15, and 22 years in addition to the increased rate of accrual. An employee terminating employment prior to completion of one (1) year of service shall not be entitled to payment for any accrued vacation.

Section 24.3. Vacation shall be scheduled subject to the manning requirements of the Employer as determined by the Sheriff or his designee. All annual vacation scheduling shall be completed prior

to February 1st of each year. Annual vacations shall be scheduled on the basis of seniority. Vacation requests submitted after January each year may be granted at the discretion of the Employer on the basis of "first submitted" taking into consideration the scheduling requirements of the Department. Vacation requests must be made in writing at least two (2) weeks before the start of such proposed vacation when requesting vacation of one (1) week or more. Requests for shorter periods must be received forty-eight (48) hours in advance. The Employer, at his discretion, may waive the forty eight hours requirement. Vacations may not be used in less than two (2) hour increments. Vacation request shall not be unreasonably denied, but will be denied if such time off would result in the Department being inadequately staffed.

Section 24.4. Employees may carry over earned vacation time for a period not to exceed three (3) years. Vacation accrual in excess of three (3) years worth of accumulation will be forfeited.

Section 24.5. Employees earning three (3) weeks or more of vacation per year may, upon application to and approval from the Employer, sell back up to eighty (80) hours of vacation time per year at the rate of one (1) hour of vacation time for one (1) hour of pay. An employee wishing to sell back vacation shall indicate such selection, in writing, on a form issued by the Employer, and such form shall be completed and turned in to the Employer not later than April 30 of each calendar year. Cash benefits will be paid the same period that includes May 31.

ARTICLE 25
SICK LEAVE

Section 25.1. Full time bargaining unit employees shall accrue sick leave credit at the rate of 4.6 hours for each pay period. Employees shall be entitled to sick leave balances accrued as an employee of an agency of Darke County, provided that the time between separation and reappointment does not exceed ten (10) years. Time spent in unpaid status does not count towards the accrual of sick leave.

Section 25.2. Sick leave shall be granted to an employee, upon approval by the Employer or his designee, for the following reasons:

A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of his work assignment.

B. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose may be limited by the Employer based on the circumstances of each request. Sick leave shall not be granted for babysitting.

C. Exposure of the employee to a contagious disease which could be communicated to or jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

D. Leave for death in the employee's immediate family shall be granted by the Employer for five (5) consecutive calendar days of time off, which could include scheduled days off and sick leave, to make arrangements for and attend the funeral. Proof of death, relationship to the deceased, and/or proof of attendance at the funeral may be required. The term "immediate family" for purpose of this Section shall be defined as spouse, child, dependent step-child, brother, sister, parent or other person who stands in the place of a parent (loco parentis). Employees shall be granted three (3) consecutive calendar days of time off, which could include scheduled days off and sick leave, in the event of death in the employee's family defined as grandparents, grandchild, non-dependent step child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any other relative living in the employee's household. The Employer will review requests for additional time off under this subsection, and it may, in its discretion and on a case-by-case basis, allow additional time off. Such decision shall not be grievable.

Section 25.3. When an employee is unable to report to work, he shall notify the Employer or other designated person as soon as possible, but no less than two (2) hours prior to the time he is scheduled to report to work on each day of absence unless other arrangements have been made with the Employer for extended absences.

Section 25.4. An employee shall complete and sign a leave use form provided by the Employer to justify the use of sick leave. Payment for sick leave is subject to final approval by the Employer or his designee. The Employer may require the employee to furnish a statement from a licensed medical practitioner if medical attention was sought or for any absence in excess of three (3) consecutive days whether for the employee or his immediate family. Such statement shall include the nature of the illness or injury, the treatment given, the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement and sick leave use form when requested shall result in the denial of sick leave pay.

Section 25.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments for each hour or partial hour of use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Employer maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the Employer.

The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of this Article. Denial of sick leave payment shall not preclude the Employer from implementing any disciplinary action.

Section 25.6. If illness or disability continues past the time covered by earned sick leave, the employee shall be charged use of earned vacation time. If the illness or disability continues past the expiration of all sick leave and vacation, time remaining on Family and Medical Leave or a disability leave may be granted in accordance with the applicable Articles of this Agreement.

Section 25.7. Compensation for sick leave shall be equal to the employee's current hourly rate of pay. Sick leave payments shall be made on the regularly scheduled paydays.

Section 25.8. Use of sick leave on more than five (5) separate occasions in any twelve (12) month period shall result in any unworked portion of the first day of the sixth (6th) absence and any unworked portion of the first day of any subsequent absence being unpaid. If an employee or a member of the employee's "immediate family," as defined in Section 25.2 herein, undergoes a system of regular treatments at a hospital, clinic or physician's office, those treatment visits will be considered as one (1) occurrence provided, in advance of the second visit, the Employer is presented a copy of the physician's statement ordering the schedule of the treatments. Sick leave used due to a death in the employee's family (both definitions) as defined in Section 25.2 herein, shall not count as an occurrence. Any employee who is hospitalized shall not have such period of leave considered in determining whether the employee is abusing sick leave benefits. The implementation of this Section does not preclude the right of the Employer to discipline an employee for the abuse of sick leave, to require a statement from the employee's physician, or to have the employee examined by a physician. The Employer, in its discretion and on a case-by-case basis, may exclude sick leave used in accordance with Article 26, Occupational Injury Leave. A decision not to exclude the leave is not grievable.

Section 25.9. Beginning in calendar year 2013, any non-probationary employee who does not use sick leave (excluding funeral leave) during the first quarter of the year (January through March) of any calendar year shall receive one (1) personal day during the second quarter of the year (April through June) of that calendar year or one (1) day's pay at the employee's regular rate of pay. Any non-probationary employee who does not use sick leave (excluding funeral leave) during the second quarter of the year (April through June) of any calendar year shall receive one (1) personal day during the third quarter of the year (July through September) of that calendar year or one (1) day's pay at the employee's regular rate of pay. Any non-probationary employee who does not use sick leave (excluding funeral leave) during the third quarter of the year (July through September) of any calendar year shall receive one (1) personal day during the fourth quarter of the year (October through December) or one (1) day's pay at the employee's regular rate of pay. Any non-probationary employee who does not use sick leave (excluding funeral leave) during the fourth quarter of the year (October through December) of any calendar year shall receive one (1) personal day during the first quarter of the year (January through March) of the following calendar year or one (1) day's pay at the employee's regular rate of pay. This process shall continue throughout this Agreement. Such personal days, if earned, are non-cumulative and must be used in accordance with the provisions of this Section or be forfeited.

Section 25.10. Personal days earned in accordance with Section 25.9 must be requested at least forty-eight (48) hours in advance and will be approved or disapproved based upon the operational needs of the Department.

Section 25.11. An employee who is credited with sick leave may elect one of the following options with respect to sick leave credit remaining at the end of the calendar year:

A. Carry forward the balance; or

B. Receive a cash benefit. An employee who has sick leave credit remaining at the end of the calendar year in excess of one thousand (1,000) hours may convert such sick leave credit in excess of one thousand (1,000) hours at the rate of one (1) hour of the employee's base rate of pay in effect as of the date of application for every three (3) hours of unused credit over one thousand (1,000) hours, to a maximum of forty (40) hours of pay. Such conversion may occur only one (1) time per calendar year.

C. An employee selecting the option described in subsection (B) shall indicate such selection, in writing, on a form issued by the Employer, and such option shall be exercised not later than November 1 of each calendar year. Failure to exercise such option, in writing, by November 1 of each calendar year shall result in the automatic carry forward of any unused balance.

D. Cash benefits will be paid the same pay period that includes December 1.

E. An employee who separates during the year, prior to November 1 of that year, shall not be eligible for the cash benefits provided under this Section.

ARTICLE 26
OCCUPATIONAL INJURY LEAVE

Section 26.1. An employee who suffers a serious injury or occupational illness while in the non-negligent performance of his duties, which qualifies for Workers' Compensation payments for lost wages, may be eligible for occupational injury leave (OIL) upon written application. The OIL shall extend for the period of time, as certified by a licensed physician, that the employee is unable to work as result of the injury, not to exceed twelve (12) calendar weeks. Injuries resulting in absences of less than eight (8) calendar days shall not qualify for OIL. Upon written request by the employee the Employer may, at his discretion, grant up to twelve (12) additional weeks of OIL on a non-precedent setting basis.

Section 26.2. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information possessed by the employee's treating physician(s) and treatment facilities which is pertinent to the alleged occupational injury, if so requested by the Employer or his designee. The employee shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 26.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC), including an assignment of benefits form authorizing OBWC benefits to be submitted directly to the Employer, as soon as possible. The employee shall remit to the Employer all income benefits paid by OBWC for the period during which the employee received full pay from the Employer while on injury leave. In the event the claim is denied by OBWC the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL. Upon

approval of the claim by OBWC an OIL granted for an absence of eight (8) calendar days or more shall be made retroactive to the first (1st) day of absence and any sick leave or vacation leave used by the employee during the first seven (7) days of absence shall be restored to his credit.

Section 26.4. The employee shall make timely application, actively pursue and cooperate with the Employer in processing a claim for compensation under the Workers' Compensation statutes of the State of Ohio and, if applicable, the statutes providing for Compensation for Victims of Crime. If either application is favorably considered, the Employer shall be reimbursed for all monies paid to the employee under the provisions of this Article up to an amount equal to the benefits received for lost wages under the applications.

Section 26.5. In the event the employee does not have sufficient sick and/or vacation leave to reimburse the Employer for OIL benefits received for a rejected claim, he shall make full restitution to the Employer through a mutually agreeable arrangement.

Section 26.6. The limitations imposed on OIL shall be considered as limitations on leave granted as the result of each incident of service-connected injury rather than a limitation to be granted in any one calendar year or other period of time.

Section 26.7. The employee shall cooperate with the Employer in investigating any injury related incident. The Employer may at any time following the employee's request for OIL require the employee to undergo physical or psychological examinations by physicians or psychologists of the Employer's choosing in matters related to the injury. Any such examination required by the Employer shall be at the Employer's expense.

Section 26.8. In lieu of granting OIL, the Employer may assign the employee to light duty consistent with the essential functions of the assigned position with the approval of, and within the limitations set by, the employee's treating physician. The employee will be paid for light duty assignment at his regular rate of pay for the period of time he is granted OIL. If the assignment continues beyond the period of OIL, the employee will be paid the appropriate classification rate of pay. Failure of the Employer to assign an employee to light duty shall not be subject to the grievance procedure.

ARTICLE 27
EQUIPMENT AND UNIFORMS

Section 27.1. The Employer shall supply at no cost to the employees all equipment and uniforms required by the Employer in quantities specified by the Employer. If the Employer mandates any changes to the uniforms or equipment required to be worn or used by the employees, the Employer shall supply these items at no cost to the employee.

Section 27.2. Uniforms shall be cleaned by the Employer at the Employer's expense for reasonable purposes, and according to the Employer's established guidelines.

Section 27.3. All equipment and uniforms issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit employee, all equipment and uniforms shall be returned to the Employer in the condition as when issued allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

Section 27.4. Employees shall be responsible for reasonable care and routine maintenance of equipment and uniform items issued by the Employer. Employees shall be required to report for duty in proper uniform as prescribed by the Employer.

Section 27.5. After completion of one (1) year of service, sergeants and lieutenants shall be allotted $475.00 per calendar year for the purchase of equipment and uniform items as required and approved by the Employer. This will be on a non cash basis and there will be no carry over of the allotment.

The Employer agrees to provide employees assigned to the detective bureau who are authorized to be in plain clothes an annual clothing allotment of $500.00 per year. This will be on a non-cash basis and there will be no carryover of the allotment. An employee seeking clothing allowance for plain clothes will receive pre-approval and submit receipts if requested by the Employer. Plain clothes employees will comply with the Employer's established dress code for plain clothes.

No clothing order will be accepted in the months of November and December.

Section 27.6. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Sheriff.

Section 27.7. The Employer shall supply the FOP/OLC with a list of all required equipment and uniform items which the Employer agrees to supply. The list shall be kept current. Each bargaining unit employee will, within two (2) weeks after the execution of this Agreement, complete an inventory list of all uniform and equipment items in his possession and the current condition of those items.

Section 27.8. Where a bargaining unit employee supplies evidence that he sustained damage to personal property authorized under Section 27.6 while performing the duties of his assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars ($100.00) per year. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 27.9. In the event of damage to prescription eyeglasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of any employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement. The employee shall file a Workers' Compensation claim and any such compensation shall be remitted to the Employer.

Section 27.10. Damage to equipment or uniforms under this Article resulting from gross or intentional neglect or misuse by an employee must be reimbursed by the employee.

ARTICLE 28
EDUCATION AND TRAINING

Section 28.1. The Employer will make available an education and training program necessary to enable bargaining unit employees to meet basic job qualification requirements and obtain skills necessary to perform their duties proficiently. Education or training deemed appropriate by the Sheriff will be distributed to bargaining unit employees as equitably as possible.

Section 28.2. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition, and fees pursuant to the Employer's policy for all required training.

Section 28.3. When the Employer requires any bargaining unit employee to attend any school, class, training session, educational opportunity, etc., the employee shall have all hours spent in such training program included in his hours worked during the work period in which the training session occurs. This Section shall not be applicable to firearms qualifications mandated by the Employer or by the State of Ohio for employees to maintain their law enforcement certification. Such compensation of firearms qualifications shall be described in (A) and (B), below:

A. Scheduling and Compensation for Firearms Qualifications: The Employer shall schedule dates for no less than two (2) night shoots (a total of four [4] days) and four (4) day shoots (a total of eight [8] days). The Employer shall be responsible for scheduling employees who are peace officers to one (1) night shoot and two (2) day shoots, which may or may not be during an employee's on-duty work period. If a shoot is scheduled during an employee's on-duty work period, the employee shall be considered in paid status. If a shoot is scheduled during an employee's off-duty time, the employee shall be paid for two (2) hours at the employee's applicable rate of pay, which shall be considered total compensation for such a shoot.

   If an employee has vacation scheduled and approved on a date set for a shoot, prior to the Employer establishing such shoot date, the Employer will schedule the employee for another shoot date as illustrated in the above paragraph. If an employee has bona fide work duties which require him or her to miss a shoot date scheduled by the Employer, the Employer will schedule the employee for another shoot date as illustrated in the above paragraph.

   If an employee fails a required shoot, he or she will be responsible for rescheduling another shoot within the applicable limitation period. If the employee can reschedule such shoot during his or her on-duty work period, the employee shall be considered in paid status. If the employee re-schedules such shoot during the employee's off-duty time, the employee shall be considered in unpaid status and shall not be compensated for such time.

B. Practice: The Employer shall provide to qualified employees up to one hundred (100) rounds of ammunition per year for the purpose of practice with on and off duty firearms. Such

rounds shall be maintained and distributed by the Range Officer and shall only be used in his or her presence.

There shall be no compensation provided to employees who practice on off-duty time with their firearms.

Section 28.4. When the Employer requires that a bargaining unit employee travel to any training or educational program the employee shall have all travel hours included in his hours worked during the work period in which such travel occurs.

Section 28.5. For voluntary training, approved in advance by the Employer, the Employer will not be required to pay for driving time to and from the training site regardless of what other expenses are to be paid.

Section 28.6. Voluntary training shall be subject to the following conditions:

A. Prior approval must be received from the Employer in writing. Only those courses that directly relate to the furtherance of the employee's knowledge of his job classification or required for a degree in law enforcement shall be considered by the Employer. Failure to approve shall not be subject to the grievance procedure.

B. The course must be successfully completed with a grade equivalent of a "C" or better or with a "certificate of completion" where applicable.

C. Reimbursement will be made upon presentation of paid invoices for reimbursement items.

D. If the employee terminates his service with the Employer within two (2) years of completion of the course, the employee shall return the Employer's outlay on a pro rata basis.

ARTICLE 29
TRAVEL EXPENSE REIMBURSEMENT

Section 29.1. The Employer shall reimburse employees for expenses incurred by the employee while on official business outside of the County in accordance with the following:

A. **Travel:**

1. By County vehicles: actual expense upon presentation of receipts.

2. By employee's private vehicle: at the rate set forth in the applicable County policy.

3. By commercial travel (airline, train, bus, taxi): actual costs of fare upon presentation of receipts and with prior approval from Employer.

4. Tolls and parking: actual costs upon presentation of receipts.

B. **Hotel/Motel:** actual costs, if prior approval is received from the Employer and upon presentation of receipts.

C. **Meals:** actual expense up to a maximum of thirty-five dollars ($35.00) per day and upon presentation of receipts.

Section 29.2. All expenses shall be filed on the Travel Expense Report with receipts attached.

ARTICLE 30
PAID LEAVES OF ABSENCE

Section 30.1. Civil Duty Leave.

A. The Employer shall grant full pay when an employee is summoned for jury duty or subpoenaed as a witness in a non-work-related matter, during on-duty hours, by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be refused by the employee unless such duty is performed totally outside of normal working hours.

B. An employee released from jury or witness duty prior to the end of his scheduled workday shall report to work for the remaining hours.

C. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings.

D. An employee must request prior approval for civic duty leave in order for such leave to be granted. The Employer may require verification of the civic duty performed by the employee prior to authorizing payment for such leave.

E. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters. These absences, if approved, may be leave without pay or available vacation leave.

Section 30.2. Military Leave.

A. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence without loss of pay from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year.

B. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which military leave may be granted in any one (1) calendar year under this provision is 176 hours. The Employer shall upon satisfactorily submitted evidence, pay the employee his normal rate of pay.

C. Employees who are members of those components listed above will be granted unpaid emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency.

ARTICLE 31
UNPAID LEAVES OF ABSENCE

Section 31.1. Employees may be granted the following types of unpaid leaves of absence:

A. Personal Leave. The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee including medical disability. Such a leave may not be renewed or extended beyond six (6) months. Employees will be required to use available vacation leave before personal leave time is requested.

B. Disability Leave. A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave and earned vacation rights or beyond the period of a personal leave for medical reasons, provided the employee furnishes satisfactory medical proof of such disability along with this written request, and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired or the employee is receiving Workers' Compensation benefits.

C. FMLA Leave. FMLA leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of actual work during the twelve (12) months before the leave is requested. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee uses FMLA leave:

1. because of the birth of a child or placement for adoption or foster care of a child;

2. in order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;

3. due to the employee's own serious health condition.

The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. While on FMLA leave, the employee must concurrently use all accrued and eligible paid leave (e.g., sick leave, vacation, etc., which is FMLA paid leave) before FMLA unpaid leave is used. The total amount of FMLA leave paid and unpaid will not exceed a total of twelve (12) weeks. The employee will be responsible for his share of the health insurance cost during the leave. If the employee does not return from the leave, he is responsible for the total insurance premium paid by the Employer.

The period of FMLA leave shall include any period of sick leave, vacation, or other paid leave taken due to the above qualifying events as designated by the Employer.

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

The Employer reserves the right to adopt any policies it deems necessary in furtherance of FMLA leave in accordance with Article 17.

Section 31.2. When an employee is ready to return to work following a disability leave of absence, he shall furnish a statement by his attending physician certifying the employee is able to perform essential functions of the position. The Employer reserves the right to have such employee's ability to perform the essential functions of the position verified by a second physician prior to permitting the employee to return to work. In the event the employee's attending physician and the second physician do not agree on the employee's ability to perform the essential functions of the position, the employee may request a third physician's opinion. Such third physician shall be Board Certified in Occupational Medicine and agreeable to both the employee and the Employer. The costs of such third opinion shall be submitted to the employee's insurance, with any uninsured costs being split equally between the parties. Such third opinion shall be binding upon the parties. An employee who is unable to return to work at the end of an approved disability leave shall be given a non-disciplinary

medical separation. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS law under this Agreement.

Section 31.3. The following regulations shall be applicable to leaves of absence without pay:

A. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

B. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, if qualified, or to a similar position if the employee's former position no longer exists. If the employee is not qualified to return to the position formerly occupied, the employee may be placed in a vacant position or if no vacancy position exists, the employee may be given a non-disciplinary separation from employment. An employee shall not be considered unqualified for his former position solely due to training requirements missed during the leave of absence.

D. An employee may return to work before the scheduled expiration of leave, if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be considered to have voluntarily resigned his position.

Section 31.4. The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the essential functions of his position. An employee found, by such physician, to be physically or mentally unable to perform the essential functions of his position with or without reasonable accommodation, may be placed on disability leave as described in Section 31.1 above.

ARTICLE 32
SEVERANCE PAY

Section 32.1. Any bargaining unit employee upon separation from employment with the Department shall receive a lump sum cash payment for all earned but unused vacation leave (earned in the last twenty-four (24) months), holiday pay, and any other compensation due the employee for hours worked and not paid. Such payment shall be based upon the employee's rate of pay at the time of separation.

Section 32.2. In case of death of any bargaining unit employee, all payments set forth in Section 32.1 shall be converted to a lump sum payment based on the employee's rate of pay at the time of the employee's death, payable to the employee's designated beneficiary. If there is no valid designation of beneficiary the payment shall be made to the employee's estate.

Section 32.3. Payment for Unused Sick Leave Upon Retirement:

A. Upon qualifying for eligibility to receive P.E.R.S. retirement, and provided the employee has completed five (5) or more years of continuous service with the Employer, an employee who, at the time of retirement from active service has at least thirty (30) and up to one hundred twenty (120) days of unused sick leave credit may elect to be paid in cash for the value of his accrued but unused sick leave credit at the rate of one (1) hour of pay for every three (3) hours of accumulated balance. Payment for sick leave on this basis shall be based on the employee's rate of pay at the time of employment separation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made under this Section shall be one-third of 120 days (320 hours).

B. An employee who retires and elects to convert his sick leave credit in accordance with this Section hereof shall make written application for such payment prior to such retirement using a form issued by the Employer for such purpose.

Section 32.4. In the event of the death of an employee, his accrued but unused sick leave shall be paid to his designated beneficiary, or, in the absence of a designated beneficiary, to his estate. Such compensation shall be at the employee's base rate of pay at the rate of one (1) day of pay for every three (3) days of accumulated balance up to the maximum designated in Section 32.3. In order to be eligible for the payment provided for in this Section, an employee shall have at least one (1) year of service with the Employer.

Section 32.5. Upon voluntary resignation with two (2) weeks written notice, an employee with five (5) or more years of continuous service with the Employer, who at the time of resignation from active service has at least thirty (30) and up to one hundred twenty (120) days of unused sick leave credit may elect to be paid in cash for the value of his accrued but unused sick leave credit at the rate of one (1) hour of pay for every four (4) hours of accumulated balance. Payment shall be based on the employee's pay at the time of employment separation.

Payment on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment under this Section shall be one-fourth of 120 days (240 hours).

An employee who resigns and elects to convert his sick leave in accordance with this Section shall make written application prior to separation using a form issued by the Employer.

ARTICLE 33
APPLICATION OF CIVIL SERVICE

Section 33.1. Except for the continued applicability of those subjects prohibited from negotiations by the provisions of ORC Chapter 4117, no section of the Civil Service Laws contained in Ohio Revised Code Sections 124.01 through 124.56 shall apply to bargaining unit employees. It is

expressly understood that the Ohio Department of Administrative Services and the Ohio State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit. All matters relating to employee's terms and conditions of employment shall be governed by the negotiated Agreement or, where the Agreement is silent, by applicable laws pertaining to wages, hours, and terms and conditions of employment for public employees.

ARTICLE 34
SEVERABILITY

Section 34.1. 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 provision of this Agreement to be contrary to any applicable 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 34.2. 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 negotiate alternative language on the same subject matter.

ARTICLE 35
WAIVER IN CASE OF EMERGENCY

Section 35.1. In cases of emergency, declared by the President of the United States, the Governor of the State of Ohio, the Director of Homeland Security, FEMA, local EMA, the Sheriff 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:

1. Time limits for the processing of grievances; and/or

2. Work rules and/or agreements and practices relating to the assignment of employees.

Section 35.2. 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 36
DURATION

Section 36.1. This Agreement shall be effective September 1, 2012, and shall remain in full force and effect for a period of three (3) years through August 31, 2015. Any modifications to wages and/or health insurance for Unit A shall be effective at the same time as any modifications to wages and/or health insurance are effective for Unit B.

Section 36.2. If either party desires to modify, amend, or terminate this Agreement, or to negotiate a successor agreement, it shall give documented notification of such intent to the other party no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration of this Agreement. In the event no such timely notification is given, this Agreement shall automatically renew for periods of one (1) year, with the notification period always being no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration of said Agreement in any renewal year. Such notification shall be by electronic filing or certified mail with return receipt requested to the Employer, and electronic filing with the State Employment Relations Board. The parties shall commence negotiations within three (3) calendar weeks upon receiving such notification.

Section 36.3. 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 by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the FOP/OLC, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees 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, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Darke County, Ohio, this 9th day of January, 2013.

For the Employer

Toby Spencer
Darke County Sheriff

Mark Whittaker
Darke County Chief Deputy

Brett Geary
Management Consultant

For the Fraternal Order of Police,
Ohio Labor Council, Inc.

Tom Fehr
FOP Staff Representative

For the Darke County Commissioners:

Darke County Prosecutor
APPROVED AS TO FORM

FILED

JAN 09 2013

DARKE COUNTY, OHIO
BOARD OF COMMISSIONERS

LETTER OF UNDERSTANDING BETWEEN
THE DARKE COUNTY SHERIFF'S OFFICE AND
THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

The Darke County Sheriff's Office (or "The Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("or the Union"), collectively referred to as the parties, hereinafter agree to the following Memorandum of Understanding ("MOU") regarding overtime as outlined in Article 19 of the current agreement.

1. The parties agree that it is beneficial to all to receive as much advance notice when an employee is going to have to work overtime whether it be voluntary or mandatory.

2. When the employer receives leave requests within seven (7) days or less of the requested time off, notification will be attempted to full and part-time employees giving them twenty-four (24) hours, if feasible, to volunteer for the overtime. After that the mandatory list outlined in Article 19 will be used.

3. When the employer receives leave requests with eight (8) or more days' notice of the requested time off, the overtime will be posted for three (3) days. If there are no volunteers for the overtime, the mandatory list outlined in Article 19 will be used.

4. Once an employee has been assigned mandatory overtime, he or she has the discretion to find another qualified employee in the same classification, either full or part-time, to work the shift. If a full-time or part-time employee works the shift, the employee not working the shift will return to his or her existing place on the mandatory list. The employee who assumes the overtime will be responsible for the shift. Trade forms shall be used to document the switch. If an employee is mandated to work overtime and the trade doesn't report to work, the employee retains his or her position on the overtime list. This will not change any other already assigned mandatory overtime.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 12-MED-05-0550
EMPLOYEE ORGANIZATION,	}	(Lieutenants & Sergeants)
	}	
and,	}	
	}	
DARKE COUNTY SHERIFF,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Matthew B. Baker
mbaker@clemansnelson.com