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LABOR AGREEMENT
BY AND BETWEEN

THE PICKAWAY COUNTY SHERIFF

AND THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 284

CORRECTIONS / COMMUNICATIONS

Through August 31, 2015

2012-MED-05-0567

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PREAMBLE

This Agreement is entered into by and between the Pickaway County Sheriff, hereinafter referred to as the "Employer," and the International Brotherhood of Teamsters, Local 284, hereinafter referred to as the "Union," on behalf of the employees in the bargaining unit hereinafter defined.

The purpose of this Agreement is 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
AGREEMENT

Section 1.1. The Employer recognizes the Union as sole and exclusive representative for the purpose of negotiating wages, hours, terms, and conditions of employment for those employees of the Employer in the bargaining units. Wherever used in this Agreement, the term "bargaining units" shall be deemed to include those individuals employed full-time by the Employer in the classification of:

- All full-time Corrections Deputies, Corporal Deputies, and Communications Deputies (Unit B) in S.E.R.B. case number 06-REP-08-0104.

- All full-time non-sworn civilian Corrections Officers and Corrections Corporals (Unit#2) in S.E.R.B. case number 96-REP-10-0229.

Section 1.2. All positions and classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.3. The Union recognizes that an inherent responsibility exists as sole and exclusive agent to represent all bargaining unit employees, regardless of an employee's status as a member or nonmember of the Union.

Section 1.4. This Agreement supersedes and replaces all statutes, rules, and regulations, which it has authority to supersede and replace. Where this Agreement makes no specification about a matter or reserves the matter to Management Rights, the provisions of applicable law shall prevail. If any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties to this Agreement shall meet within a reasonable time [not to exceed thirty (30) days] in an attempt to modify the invalidated provisions through negotiations.

Section 1.5. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Pickaway County Sheriff, or the Federal or State Legislature for such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and,

B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon the termination of the emergency, grievances filed prior to the emergency 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 the grievances(s) had properly progressed prior to the emergency.

ARTICLE 2
DUES DEDUCTION & FAIR SHARE FEE

Section 2.1. The Employer and the Union agree that membership in the Union is available to all employees specified as being in the bargaining unit.

Section 2.2. The Employer agrees to deduct regular Union membership dues and any fees or assessments implemented by the Union from the pay of any employee eligible for membership in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the Payroll Deduction Authorization Form along with a duplicate to be submitted to the Payroll Officer. Upon receipt of the proper authorization form the Auditor will deduct Union dues from the employee's payroll check for the pay period following the pay in which the authorization was received and in which dues are normally deducted by the Employer.

Section 2.3. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union agrees to indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.4. The Employer shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of the check-off authorization.

Section 2.5. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 2.6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within forty-five (45) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive

bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 2.7. Deductions provided for in this article are subject to the review of the County Auditor as required by the statute and shall be made during one pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 2.8. The rate at which dues are to be deducted shall be certified to the payroll clerk by an official of the Union at such times during the term of this Agreement as is necessary to be accurate. A one (1) month advance notice must be given the payroll clerk prior to any changes in an individual's dues deduction.

Section 2.9. The Employer agrees to furnish the Union once each calendar month, a warrant in the aggregate amount of the dues and fees deducted for that calendar month, together with a listing of the employees for whom said deductions are made. All dues and fees collected under this article shall be paid by the Employer within thirty (30) days to the Union at 555 East Rich Street, Columbus, Ohio 43215-4611. Once the funds are remitted to Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.10. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union, including employees who resign from membership in the Union after the effective date of this Labor Agreement, shall pay the Union, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The Union is responsible for certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share to the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Union shall prescribe a rebate and challenge procedure, which complies with ORC Section 4117.09(C), federal law, and any judicial decisions interpreting such laws. The Union agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

ARTICLE 3
UNION REPRESENTATION AND UNION BUSINESS

Section 3.1. Upon advanced notification, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. The non-employee representative of the Union will report to the receptionist upon arrival and sign-in.

Section 3.2. The Employer shall recognize one (1) employee from the bargaining unit to act as an associate and one (1) employee from the unit as an alternate, for the purpose of representation as specifically outlined in this Agreement.

Section 3.3. The Union shall provide the Employer a written official roster of its local officers and associates including the alternates, which is to be kept current at all times by the Union and shall include the following:

A. Name;
B. Address;
C. Home telephone number; and
D. Union position held.

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

Section 3.4. The investigation and writing of grievances shall normally be on non-work time. Grievance meetings and hearings will be at mutually agreed-upon times and places. If grievance hearings are scheduled during an employee's regular work hours, the employee and the employee's representative shall not suffer any loss of pay while attending the hearing.

The Union representative(s) or designee(s) shall be granted paid time off to attend the annual State Convention/Seminars. Such release time shall be limited to two (2) shifts for Corrections per calendar year. Release time shall be requested in writing at least fourteen (14) days in advance. The Employer shall not withhold permission for the utilization of release time hereunder except in the event of an emergency.

Section 3.5. Rules governing the activity of Union representation are as follows:

A. The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct Union business during working hours, except to the extent specifically authorized herein by ORC 4117.

B. The Union representatives shall not enter any work areas of the Employer without obtaining permission from the Employer or the designated representative of the Employer, and shall not conduct Union activities in any work area(s) without notifying the supervisors) in charge of that area of the nature of the Union activity.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement, including but without limiting to the following:

A. The right to manage its affairs efficiently and economically, including determination of quantity, quality, frequency, and type of services to be rendered; the determination, purpose, and control of the types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number, and type facilities and installations; and the discontinuance of any services, facilities, equipment, materials or methods of operations;

B. The right to determine starting and quitting times, work schedules, and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods, and clean up time; and to determine the amount of supervision necessary;

C. The right to determine the method or process by which work is performed; the right to contract, subcontract, and purchase any or all work, processes, or services; to adopt, revise, enforce, or delete working rules and carry out cost control and general improvement programs;

D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content, and classification;

E. The right to determine the existence or nonexistence of facts which are the basis of management decision;

F. The right to establish or continue policies, practices, or procedures for the conduct of the Employer's business and its services to the citizens of Pickaway County and, from time to time, to change or abolish such practices or procedures;

G. The right to establish training programs and upgrade requirements for employees within the Office;

H. The right to transfer, promote, lay off, terminate, or otherwise relieve employees from duty for lack of work.

I. The right to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, demote, discharge, or otherwise discipline employees for just cause and otherwise to take such measures that the Employer may determine is necessary for the orderly and efficient operation of the Employer's business.

Section 4.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 5
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 5.1. In accordance with the provisions of the Ohio Revised Code (ORC) section 4117.10 (A), all provisions listed in the table of contents of this agreement are intended to

supersede and/or prevail over conflicting and/or additional subjects found in Ohio Revised Code sections 124.01 through 124.56, section 325.19, section 9.44, and section 4111.08. It is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except specifically authorized by this Agreement or as permitted by Ohio Revised Code section 4117.08 (B).

Section 5.2. For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 1 above, in accordance with the provisions of 4117.10 (A) ORC, the following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and the Ohio Administrative Code as follows:

Contract Article	Supersedes/Prevails Over
Article 7, Probationary Periods	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05
Article 13, Layoff & Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 15, Corrective Action	ORC 124.03, 124.33, 124.34 OAC 123:1-31-01 through 123:1-31-04
Article 22, Hours of Work and Overtime	ORC 4111.03
Article 25, Holidays/Personal Days	ORC 325.19
Article 26, Vacation	ORC 9.44, 325.19
Article 30, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391, OAC 123:1-32,123:1-33
Article 33, Court Leave/Jury Duty	ORC 124.135 OAC 123:1-34-03
Article 34, Military Leave	ORC 5923.05 OAC 123:1-34-04, 123:1-34-05

ARTICLE 6
LABOR/MANAGEMENT MEETINGS

Section 6.1. In the interest of sound Labor/Management relations, the Employer or the Employer's designee shall meet with not more than four (4) bargaining unit members and one (1) representative of the Union to discuss pending problems and to promote a more harmonious Labor/Management relationship. Union representatives attending Labor/Management meetings

shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

Section 6.2. The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those Union representatives who will be attending shall be submitted in advance. The purpose of such meeting shall be to:

A. Discuss the administration of the Agreement;

B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;

C. Discuss grievances which have been processed beyond Step 3 of the grievance procedure when such discussions affect bargaining unit members of the Union;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency;

F. Consider and discuss health and safety matters relating to employees.

ARTICLE 7
PROBATIONARY PERIODS

Section 7.1. Every newly-hired full-time employee and all part-time employees, when they become full-time employees will be required to successfully complete a probationary period. The probationary period for new full-time employees as defined in this section shall begin on the first day for which the employee receives full-time compensation from the Employer and shall continue for a period of twelve (12) months. Employees covered under this section who evidence unsatisfactory performance may have their probationary period extended, with the agreement of the employee and a two (2) week notice of said extension, for a period of no more than ninety (90) days. An employee covered under this section may be terminated any time during the probationary period and shall have no right to the grievance procedure.

Section 7.2. Newly promoted employees will be required to successfully complete a six (6) month probationary period. Newly promoted Jail Corporals who evidence unsatisfactory performance may have their probationary period extended with the agreement of the employee and a two (2) week notice of said extension, up to an additional six (6) months. Every employee failing to successfully complete such probationary period will be returned to their former position, and shall have no right to the grievance procedure.

ARTICLE 8
NONDISCRIMINATION, GENDER, AND TENSE

Section 8.1. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no disparate treatment, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 8.2. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 8.3. The Employer and Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, genetic information, ancestry, or military status of any person.

Section 8.4. 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 8.5. Whenever the context so requires, the use of words in the singular shall be construed to include the plural; and words in the plural, the singular.

ARTICLE 9
SENIORITY

Section 9.1. Where applicable, seniority including part-time service, shall be computed on the basis of uninterrupted length of continuous service as an employee with the Pickaway County Sheriff's Office. Any break in service shall constitute a break in seniority. When part-time employees become full-time employees, their part-time service shall be credited on a pro-rated basis of their scheduled hours toward their full-time service for the purpose of determining seniority as it is defined in this article. No full-time employee will be on layoff while a part-time employee remains employed.

Section 9.2. The following situations shall not constitute a break in seniority:

A. Absences while on approved leave of absence;

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

C. Military leave;

D. A layoff of one (1) year duration or less;

E. Rehired within one (1) year after resignation.

Section 9.3. The following situations constitute breaks for which seniority is lost:

A. Discharge for just cause;

B. Retirement;

C. Layoff for more than one (1) year;

D. Failure to return to work within ten (10) calendar days of a recall from layoff, absent extenuating circumstances such as illness, injury or disability;

E. Failure to return to work at the expiration of a leave of absence; and

F. Resignation (unless rehired within one [1] year).

Section 9.4. A seniority list shall be posted in the Office, with a copy provided to the Union. The seniority list shall be updated annually and posted accordingly. Any employee shall have the right to challenge any information on the seniority list within ten (10) days after the list is posted.

ARTICLE 10
RULES AND REGULATIONS

Section 10.1. The Employer agrees that any current rules or regulations for the Office which have been reduced to writing shall be made available to all employees of the bargaining units.

Section 10.2. The Employer may implement new or changed work rules, policies, procedures, job descriptions, or standard operating procedures which do not materially affect the wages or hours of bargaining unit employees but may affect such employees' terms or conditions of employment, by following the procedures outlined in Section 10.3.

Section 10.3. To the extent possible, the Employer agrees that any proposed new or amended rules and regulations shall be provided to the Union and bargaining unit chairperson in written form fourteen (14) calendar days in advance of their implementation. The Union or the bargaining unit chairperson may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

Section 10.4. The Employer agrees that any new or amended rules and regulations that have been reduced to writing, shall be made available to all employees whom such rules and regulations may affect.

Section 10.5. Nothing herein shall be construed in any manner as a limitation on the Employer's right to enforce its work rules, policies, or directives.

Section 10.6. The Employer agrees not to implement any new or amended work rules, policies, procedures, job descriptions, or standard operating procedures which violate any express terms of this Agreement and materially affect the wages or hours of bargaining unit employees, without the Union's agreement. Prior to implementing new or changed work rules, policies, procedures, job descriptions, or standard operating procedures that materially affect the wages or hours of bargaining unit employees, the Employer will notify the Union at least fourteen (14) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith pursuant to Ohio Revised Code Chapter 4117. If the Union does not request to bargain, the Employer may implement the proposed change, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in the Duration Article herein for any applicable succeeding Agreement.

Section 10.7. Notwithstanding the preceding sections, if the change is not a mandatory topic of bargaining under Ohio Revised Code Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

ARTICLE 11
PERSONNEL FILES

Section 11.1. There shall be only one (1) official personnel file maintained by the Employer.

A. Every employee shall be allowed to review that employee's personnel file at any reasonable time upon written request. Such request shall be made to the Employer and review of the file shall be made in the presence of the Sheriff or the Sheriff's designated representative. Personnel files shall not be made available for review by any person except as required by law.

B. Any employee may obtain a copy of documents in that employee's file. The Employer may levy a charge for such copying, which shall bear reasonable relationship to actual cost.

C. The Employer shall not release any bargaining unit employee's family information except as is required by law.

D. If, upon examination, an employee has reason to believe there are inaccuracies in documents contained in that employee's personnel file, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the employee's contentions, the Sheriff shall place a correcting document in the file. If the Sheriff disagrees with the employee's contention, the Sheriff shall attach the employee's memorandum to the document in the file and note thereon the Sheriff's disagreement with the memorandum's contents.

E. An employee's signature on a document shall mean the employee has seen the document, but does not agree with its content unless it is so stated on the document.

F. The employee shall be the last person to sign a performance evaluation. The employee shall receive a copy of the evaluation in its final form after signing it.

G. In any case in which a disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action.

H. Records of corrective action lose their force and effect for use in future discipline according to the following schedule providing no further discipline has occurred during that time period:

1. Verbal reprimand – one (1) year

2. Written reprimand – two (2) years

3. Suspension or reduction in pay/position – three (3) years.

ARTICLE 12
NO STRIKE/NO LOCKOUT

Section 12.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Pickaway County. Therefore:

A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Employer may take action against striking employees as authorized by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code.

B. 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 strike.

C. Any employee engaging in any such job action may be subject to discipline per Article 15 of this Agreement.

Section 12.2. 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 have violated Section 1 of this article.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer 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. The Employer, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 13.2. The Employer shall determine in which work sections and which classification layoffs will occur. Employees will be laid off beginning with the least senior and progressing to the most senior up to the number of employees in the affected classification that are to be laid off. No full-time employees shall be laid off until all part-time, temporary, seasonal, and probationary employees have been laid off. An employee who is being laid off may displace a less senior employee in a classification previously held (or fill a vacancy), provided the employee meets the minimum qualifications required without further training.

Section 13.3. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further extensive training.

Section 13.4. In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of the intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

ARTICLE 14
INTERNAL REVIEW AND INVESTIGATION

Section 14.1. The employee shall be informed of the nature of the investigation no less than twenty-four (24) hours prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record, suspension, reduction or removal will or may result, the employee will be notified when the Employer becomes aware that such result is possible.

Section 14.2. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity (but no less than 24 hours prior to the interview) to consult with an appropriate Union representative and/or attorney (or a private attorney of his own choosing at his own expense) before being required to answer questions.

Section 14.3. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge.

Section 14.4. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during, or immediately prior to or after -working hours, unless the situation dictates otherwise. If the interrogation, questioning, or interviewing of an employee is done during non-working hours, the employee will be paid for the time. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

Section 14.5. Only the Employer may tape record the proceedings. If the Employer decides to tape record the proceedings, the Employer will advise the employee of same prior to the starting the tape and will provide a copy of the tape to the employee.

Section 14.6. The Employer will not use a polygraph machine or other mechanical or chemical means to determine the truth of statements made by employees without the consent of the employee. However, the Sheriff may require an employee to submit to such examination if the employee is the focus of an internal investigation that could lead to termination.

Section 14.7. When any anonymous complaint is made against an employee, the Sheriff or the Sheriff's designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken.

Section 14.8. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.

ARTICLE 15
CORRECTIVE ACTION

Section 15.1. The tenure of every bargaining unit employee of the Pickaway County Sheriff's Office shall be during good behavior and efficient service. No member shall be reprimanded, reduced in pay or position, suspended, or discharged except for just cause. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for actions that occur while the employees are on duty working under the colors of the Employer, or off duty representing themselves as an employee of the Sheriff's Office. The employee may not be disciplined for actions or conduct on the employee's own personal time that do not reflect directly on the Sheriff's Office or do not violate any state or federal statutory provision. Forms of disciplinary action, but not necessarily the order of discipline, are as follows:

A. Verbal reprimand (written documentation);

B. Written reprimand;

C. Suspension without pay;

D. Reduction in pay or position;

E. Discharge from employment.

Section 15.2. Except in instances where the employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense, and as such, the forms of discipline listed above do not necessarily represent a systematic order to be followed in all instances.

Section 15.3. Anytime the Employer or any of the Employer's designees has reason to discipline any employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 15.4. Whenever the Employer or the employer's designee determines that an employee may be disciplined for just cause (including only suspensions, reductions, or termination), the Employer or designee will notify the employee that the employee is entitled to a pre-disciplinary conference in accordance with federal law. Notice of such conference will be provided to the employee and to the Union and the pre-disciplinary conference will be scheduled at a reasonable mutually agreed upon date and time.

Section 15.5. Pre-disciplinary conferences will be conducted by the Sheriff or designee.

Section 15.6. Not less than twenty-four (24) 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 may waive the conference, if the employee so desires, in writing.

Section 15.7. At the pre-disciplinary conference the employee may elect to do any of the following:

A. appear at the conference and present an oral or written statement, any such statement must be truthful, or the employee may face further discipline;

B. appear at the conference with a representative present;

C. in the event the employee is physically unable to appear at the conference, have a representative appear at the conference and present an oral or written statement.

Section 15.8. At the conference the employee may present any testimony or documents which explain whether or not the alleged conduct occurred. The employee may have a representative present at the hearing, however, the employee will be responsible for answering any and all questions truthfully and completely.

Section 15.9. Not more than seven (7) calendar days after the predisciplinary conference is held, a written report will be prepared by the Sheriff or designee stating his findings as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate.

A copy of the report will be provided to the employee within seven (7) calendar days following its preparation.

Section 15.10. Copies of any written disciplinary actions shall be given to the employee at the time of the action.

ARTICLE 16
GRIEVANCE PROCEDURE

Section 16.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a violation of the express terms of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement, nor those matters which are controlled by the provisions of federal and/or state laws and/or by the Constitution of the United States.

Section 16.2. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance. The aggrieved employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 16.3. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed-upon by both parties and supplied by the Union:

A. Aggrieved employee's name and signature;

B. Aggrieved employee's classification;

C. Date grievance was filed in writing;

D. Date and time grievance occurred;

E. The location where the grievance occurred;

F. A description of the incident giving rise to the grievance;

G. Specific articles and sections of the Agreement violated;

H. Desired remedy to resolve the grievance.

Section 16.4. All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 16.5. Disciplinary actions of suspension without pay, reduction in classification, and/or discharge from employment taken by the Employer against any bargaining unit employee may be appealed directly to Step 3 of the grievance procedure.

Section 16.6. Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand, taken by the Employer against any bargaining unit employee, may be appealed to up to Step 3 of the grievance procedure, but shall not be appealed to Step 4.

Section 16.7. When an employee covered by this Agreement chooses self representation in the presentation of a grievance, any adjustment of the grievance shall be consistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of the right to be present at the adjustment.

Section 16.8. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. Whenever used in this procedure, unless specified otherwise, "day" shall mean "calendar day."

Section 16.9. Time limits set forth below may only be extended by mutual agreement between the parties, which agreement shall be in writing.

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the Jail Sergeant/ Communications Corporal within seven (7) days of the occurrence of the incident that gave rise to the grievance. Such grievance shall be in writing on a mutually agreed-to grievance form. The Sergeant/Communications Corporal shall investigate and provide an appropriate answer directly to the grievant or a representative of the grievant within seven (7) days following the date on which the grievance was presented.

Step 2: If the grievance is not resolved in Step 1, the employee may, within seven (7) days following the Step 1 reply, refer the grievance to the Lieutenant. The Lieutenant shall have seven (7) days in which to schedule a meeting, if the Lieutenant deems necessary, with the aggrieved employee. The Lieutenant shall investigate and respond in writing to the grievant within seven (7) days following the meeting date or seven (7) days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee may, within seven (7) days following the Step 2 reply, refer the grievance to the Sheriff. The Sheriff shall have seven (7) days in which to schedule a meeting, if the Sheriff deems necessary, with the aggrieved employee. The Sheriff shall investigate and respond in writing to the grievant within fourteen (14) days following the meeting or fourteen (14) days following receipt of the grievance, whichever is later.

Step 4: Arbitration: A grievance unresolved at Step 3 may be submitted to arbitration upon notification of the Union in accordance with this section of this article.

The grievant is entitled to representation by the Union or an attorney of his/her choosing (at his/her own expense) at each step of the grievance procedure where a meeting or conference is held.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the final answer at Step 3, the Union shall notify the Employer of its intent to seek arbitration over the unresolved issue(s). The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

A. The American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of fifteen (15) arbitrators from the Ohio list. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request another list of fifteen (15) arbitrators.

   The arbitrator's decision shall be strictly limited to the interpretation, application, or enforcement of specific articles in this Agreement. The Arbitrator may not modify or amend the Agreement.

B. 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.

C. The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and argument.

D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or the hearing room, if any, shall be borne by the losing party. The expenses of any non-employee witness shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for

one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript(s). 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.

E. The arbitrator shall circulate his/her decision to both parties before its final release which allows the parties to object to any "error."

ARTICLE 17
SUBSTANCE TESTING

Section 17.1. Drug/alcohol testing may be conducted on employees pre-promotional, post-accident, reasonable suspicion, or random. Any random testing per this article will be conducted according to the Department of Transportation standards, and will include all full-time employees in each classification being tested. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. Information provided either by reliable or credible sources and independently corroborated;

E. Evidence that an employee has tampered with a previous drug test;

F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Post-accident testing may occur whenever there is substantial damage done to the County vehicle, injury or death of anyone involved in the accident, or the employee is cited by the investigating law enforcement agency.

Section 17.2. 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. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used and will follow prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 17.3. Alcohol testing shall be done in accordance with the laws of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Sheriff to proceed with sanctions as set forth in this article.

Section 17.4. 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. If the employee wants a copy of the certified testing results, the employee must sign a release for disclosure. A representative of the employee shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 17.5.

A. If a drug screening test is positive, the employee may, upon written request to the Employer, have the split sample retested by another DHHS-certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

B. In the event the split sample test confirms the results of the first test, the employer may proceed with the sanctions as set forth in this article.

C. 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, and the County will pay for the split sample test.

Section 17.6.

A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation in conjunction with discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.

B. If an employee is not terminated for just cause, as stated above, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above may be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, vacation leave, and personal 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 shall be returned to the employee's former position. Such employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after his returning to work from such a program, the employee may be subject to disciplinary action, including termination of the employee's employment.

Section 17.7. Costs of all initial drug screening tests and split sample tests shall be borne by the Employer. The employee will pay for any split sample test that is positive and that was requested by the employee.

Section 17.8. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 17.9. The provisions of this article shall not require the Employer to offer a rehabilitation or detoxification program to any employee more than once.

ARTICLE 18
BULLETIN BOARD

Section 18.1. The Employer agrees to provide space for the Union bulletin board in an agreed-upon area of the Employer's facilities.

Section 18.2. All Union notices of any kind posted on the bulletin board shall be signed, posted, or removed by an Union representative. It is understood that no material may be posted on the Union bulletin board, at any time, which contains the following:

A. Personal attacks on any other member or any other employee;

B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;

C. Attacks on and/or favorable comments regarding a candidate for public office.

Section 18.3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the Union bulletin board.

Section 18.4. Upon the request of the Employer or designee, the Union shall cause the immediate removal of any material posted in violation of this article.

Section 18.5. All items posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting.

ARTICLE 19
SECONDARY EMPLOYMENT

Section 19.1. Bargaining unit employees shall have no other employment or activities which conflict with the objectives, interests, or operation of the Pickaway County Sheriff's Office. In addition, an employee shall not become indebted to a second employer whose interests might be in conflict with those of the position in which he/she is employed.

Section 19.2. Two common conflicts which may arise are:

A. Time Conflict: defined as when the hours required for outside employment or activities directly conflict with the scheduled working hours of an employee's job with the Sheriff's Office or when the demands of outside employment or activities prohibit adequate rest, thereby adversely affecting the quality of the employee's job performance with the Sheriff's Office.

B. Interest Conflict: defined as when an employee engages in outside employment or activities which tend to compromise the employee's judgment, actions, and/or job performance with the Sheriff s Office.

Section 19.3. Should the Sheriff feel that an employee's outside employment or activities are adversely affecting the employee's job performance with the Sheriff's Office, the Sheriff may take appropriate action. Any conflict, policy infraction, or other specific offense which is the direct or indirect result of an employee's participation in outside employment or activities, may lead to discipline in such a manner that is consistent with the discipline article of this Agreement.

Section 19.4. Prior to accepting outside employment and annually thereafter, an employee shall notify the Sheriff, in writing, of the intent to be employed in another job and request approval.

ARTICLE 20
JOB POSTINGS

Section 20.1. When the Employer determines to fill any vacant position, such vacancy shall be posted on the Office bulletin boards for a period of not less than seven (7) calendar days. The posting shall include the title of the position, the duties and responsibilities, and the minimum qualification required including appointment status. Only employees sworn and appointed under ORC section 311.04 may bid on sworn positions. Employees interested in applying for the posted position shall submit an application to the Employer within the position period. The Employer or designee shall interview all qualified applicants.

Section 20.2. Any applicant for a vacant position may request to meet with management, and management will explain to the applicant where they finished on the list of candidates, and what they need to improve on to be a successful candidate in the future.

ARTICLE 21
SAFETY

Section 21.1. The Employer agrees to furnish and to maintain in safe condition all tools, facilities, vehicles, equipment, and supplies reasonably deemed necessary to safely carry out the duties of each agency position, but reserves the right to determine what those tools, facilities, vehicles, equipment, and supplies shall be. Employees are responsible for reporting to the Employer any unsafe conditions or practice, and for properly using and caring for all such material furnished by the Employer.

ARTICLE 22
HOURS OF WORK AND OVERTIME

Section 22.1. This article is intended to define the normal hours of work per day and /or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, 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. If the Employer changes work schedules or hours, affected employees will receive not less than fourteen (14) days advanced notice. The Employer agrees to meet and discuss any changes in schedules and/or hours prior to their effective date.

Section 22.2. The work period and overtime standard for bargaining unit employees shall be as follows:

Classification	Work Period	Overtime Standard
Correction Officer (Jail)	14 consecutive calendar days	80 hours
Corporal (Jail)	14 consecutive calendar days	82.5 hours
Transportation Officer (Jail)	14 consecutive calendar days	82.5 hours
Dispatcher/Communication Officer	7 consecutive calendar days	40 hours

Section 22.3. When employees are required to work in excess of their designated overtime standard (see above) during their work period (see above) they shall be paid overtime pay for such time over their overtime standard at the rate of one and one-half (1½) times their hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.

Section 22.4. For purposes of determining an employee's eligibility for overtime, all hours in active pay status, except sick leave, will be considered hours worked.

Section 22.5. The Employer shall rotate scheduled overtime opportunities among all full-time employees who are qualified to perform the work that is being assigned. The Employer will maintain, update, and post an overtime roster biweekly in the roll call room. This roster shall be by seniority and shall include a list of employees eligible for such overtime and an updated total of hours worked and hours refused by each employee. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime. The Employer will try to equalize overtime opportunities annually.

Once an employee signs up to fill a pre-planned overtime need, they are obligated to appear as if it were part of their regular work schedule. If, for some emergency reason, the employee who signed up to fill the pre-planned overtime slot is unable to keep that obligation, that employee is responsible to find a substitute to fill the slot and notify the supervisor who the substitute will be. This requirement may be waived in extreme emergencies, in which case the employee will contact the supervisor and the supervisor will find a substitute.

An employee who refuses an overtime assignment shall be credited with the amount of overtime refused but will be charged with no less than two (2) hours. If after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, or in the case of unscheduled overtime, then the Administration may fill the remaining manpower requirement for the overtime detail by doing the following:

1. The overtime opportunity will be offered to those employees who are currently on duty, beginning with the employee who has the least amount of overtime hours worked and refused, to stay over for the first half (½) of the shift that needs to be covered. If, after all the employees who are on duty have been offered the overtime opportunity and the overtime slot is still vacant, then the employee who is on duty with the least amount of overtime hours actually worked will be ordered to stay over for the first half (½) of the shift that needs to be covered.

2. The overtime opportunity for the second half (½) of the shift that needs to be covered will be offered to those employees who are on the incoming shift, beginning with the employee who has the least amount of overtime hours worked and refused, offered the overtime opportunity first. If, after all the employees who are on the incoming shift have been offered the overtime opportunity, and the second half (½) of the shift remains unfilled, then the employee with the least amount of overtime hours actually worked who is on the incoming shift, will be ordered to come in early to fill the second half (½) of the shift that needs to be covered.

When following this procedure, no employee will be ordered to stay over or come in early more than two (2) consecutive days.

Prior to ordering on-duty employees to work unscheduled overtime, the Employer will attempt to fill the vacancy by contacting employees not scheduled to work.

The Sheriff reserves the right to require any and all employees to work overtime as necessary.

Section 22.6. 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. Employees shall obtain advance approval of the Employer before working any overtime.

Section 22.7. Where an employee requests to work a day off in exchange for a day to be scheduled off, the employee's pay status shall not be affected. When employees exchange shifts with the approval of the Employer (or designees), the pay status of neither employee is affected, except that an employee who works an exchange and is required to work overtime shall receive the overtime.

Section 22.8. Employees shall not be eligible for overtime nor suffer a loss of pay for time changes to accommodate daylight savings time.

Section 22.9. Shift Selection: Non-probationary, full-time employees will be permitted to select their shift according to this section. The Employer will post the work schedules in November of each year for the following calendar year. The work schedule will show the days off and job assignment for each line. The Employer will submit the schedule to the most senior Corrections Officer/Communications Officer. Non-probationary employees will place their name on the line of the schedule they wish to work. The schedule will continue down through each member until all members have selected a line on the schedule. For the purpose of shift selection herein, seniority shall be defined as continuous service in their current job assignment. The completed schedules will be posted within fourteen (14) days after the completion of the bidding process. After the completed schedules are posted, employees will then be permitted to submit vacation requests in accordance with Article 26 of the Agreement. The schedules will be effective the first full pay period in January each year. Vacancies on the schedules will be filled at the discretion of the Sheriff, or designee, until the next bidding period.

The Employer agrees that the total number of part-time employees in the Corrections Division shall not be more than six (6).

ARTICLE 23
COMPENSATION

Section 23.1. All employees covered by this Agreement shall be paid in accordance with the hourly rate schedule in Appendix A. Retroactive to January 1, 2013 all bargaining unit employees shall receive a 1/2% increase added to their base rate of pay. Retroactive to January 1, 2014 all bargaining unit employees shall receive a 1/2% increase added to their base rate of pay.

Effective 60 days prior to January 1, 2015, the parties agree to reopen this Agreement on the issue of base wage increase (Article 23, Section 23.1 and Appendix A) for the third year of this Agreement. The reopening of this Agreement as set forth herein shall invoke the dispute resolution procedure set forth in R.C. 4117.14.

Section 23.2. New employees shall be paid at the Step A rate in the wage schedule until twelve (12) months of satisfactory service are completed, unless the Employer has exercised the right to begin the new hire at a higher step, not to exceed Step C. Employees started above the Step A must have experience equal to or above a bargaining unit member in that step with no more than one (1) year break in service.

Section 23.3. Upon successful completion of an initial probationary period, the employee shall be advanced to the next step in the employee's pay range at the beginning of the pay period following the completion date of the probationary period. Thereafter, employees shall advance to each succeeding pay step after completion of the required service time listed for each respective pay step, effective upon their anniversary date in the new classification.

Employees promoted to a higher classification shall be placed in the step in the new pay range that produces an increase of at least three percent (3%).

Employees demoted to a lower classification shall be placed in the step in the new pay range that produces the least amount of decreased hourly rate.

Section 23.4. An employee called in to work at a time outside the employee's regularly-scheduled shift, including court time, which call-out does not abut the employee's regularly-scheduled shift, shall be paid for all time actually worked, but in no event will the amount paid be less than three (3) hours' pay at the employee's regular rate of pay. Any employee called in to rectify their own error shall be credited with the actual time worked at the regular rate of pay and not with the minimum premium herein stated.

Section 23.5. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement. Unauthorized leave, periods of suspension, absence without leave, and other unpaid leaves shall be deducted from the hours worked during the biweekly pay period in which such absences occur, and are not to be considered in paying overtime.

Section 23.6. An employee who quits or retires will be paid for all compensatory time to the employee's credit at the employee's final rate of pay. The spouse, beneficiary, or executor of the estate, as applicable, shall receive any payment due in the event of the death of an employee.

Section 23.7. The Employer shall keep a deferred compensation program on behalf of the employees, whereby the employee's pension contribution shall be treated as deferred compensation for federal and state income tax purposes.

Section 23.8. All employees assigned to the afternoon shift (2nd shift), and employees assigned to the evening shift (3rd shift) shall be paid a thirty cents ($.30) per hour shift differential for all hours worked. Shift differential shall not apply to paid time off.

ARTICLE 24
LONGEVITY

Section 24.1. All eligible employees shall receive longevity payments in accordance with the following schedule:

A. Upon completion of seven (7) years of continuous employment: Fifteen cents ($.15) per hour.

B. Upon completion of fifteen (15) years of continuous employment: Thirty cents ($.30) per hour.

C. Upon completion of twenty-two (22) years of continuous employment: Forty five ($.45) cents per hour.

D. Upon completion of twenty-four (24) years of continuous employment: Sixty ($.60) cents per hour.

Section 24.2. The above longevity schedule shall be implemented according to the following provisions:

A. Employee shall become eligible for longevity payments the first pay period after their qualifying anniversary date.

B. Longevity payments shall be added to the base rate and included with the employee's regular paycheck, with appropriate deductions.

ARTICLE 25
HOLIDAYS/PERSONAL DAYS

Section 25.1. Bargaining unit employees shall receive eight (8) hours holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

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

For each holiday listed above, employees shall receive eight (8) hours pay as holiday pay provided that they work their full scheduled day before and after the holiday or are on approved leave other than sick leave.

Section 25.2. Employees who actually work on a holiday shall receive time and one-half (1½) times their regular rate of pay in addition to the holiday pay, for all hours worked on a holiday.

Section 25.3. Each bargaining unit employee shall receive one (1) personal leave day at the end of their new-hire probationary period that is to be used by the end of the calendar year in which the probation is completed. Each bargaining unit employee shall receive one (1) personal leave day each calendar year thereafter which shall be credited on January 1 of each calendar year. Such personal leave must be scheduled and approved at least twenty-four (24) hours in advance of use in consideration of the operational needs of the Employer. Days not approved shall be carried into the following year.

ARTICLE 26
VACATION

Section 26.1. Bargaining Unit employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

Length of Service	Vacation	Bi-Weekly
Less than (1) year	0 hours	3.08 hours
(1) year, but less than (8) years	80 hours	3.08 hours
(8) years, but less than (15) years	120 hours	4.61 hours
(15) years, but less than (22) years	160 hours	6.15 hours
(22) years or more	200 hours	7.69 hours

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

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

Section 26.2. New employees may be entitled to earn vacation service credit for prior employment with the Employer. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

Section 26.3. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. An employee may carry over one (1) week of accumulated vacation into the next year. Those employees who are eligible to accrue one hundred-sixty (160) hours or more of vacation may carry over two (2) weeks of accumulated vacation into the next year.

An employee may cash-in one (1) forty (40) hour block of accrued, but unused vacation leave each year. Those employees who are eligible to accrue one hundred-sixty (160) hours or more of vacation may cash-in up to two (2) forty (40) hour blocks of accrued, but unused vacation leave each year. Cashing-in of accrued, but unused vacation leave must be done in blocks of forty (40) hours.

Requests to cash in accrued, but unused vacation leave must be made no later than the employee's anniversary date of employment. Payment for accrued, but unused vacation leave made pursuant to this section will be made in the first full pay period after the employee's anniversary date of employment.

An employee may either carry over accrued, but unused vacation leave, or request to cash-in accrued, but unused vacation leave, or both.

Section 26.4. Employees shall submit vacation requests during the month of November of each year. Employees shall request, prior to November 30, the dates for that vacation year January 1 through December 31 of the following year) on which they prefer to use their accumulated vacation. Such request shall be honored on the basis of the employee's seniority as defined in Article 9 of this Agreement, subject to the below listed limitations and expectations.

Section 26.5. The Employer shall notify employees regarding the approval/disapproval no later than December 22nd for requests submitted in November. Vacation leave approved in accordance with the procedure identified in Section 4 will not be cancelled unless an emergency condition exists. Once notification is given, the Employer will post a vacation schedule and any employee wishing to cancel a scheduled vacation submitted in November must provide the Employer a minimum of thirty (30) days advanced notification.

A. Vacation must be taken in one (1) week increments except employees who are eligible for less than four (4) weeks vacation per year may take one (1) week in one (1) day increments. Employees who are eligible for four (4) weeks or more vacation per year may take either one (1) or two (2) weeks in one (1) day increments. One (1) day vacations must have one (1) workweek advance approval. The Sheriff (or designee) may waive the one (1) workweek notice.

B. Vacation requests submitted after December 1 shall require a minimum of fourteen (14) calendar days advance notice and shall be honored solely on the basis of order of application and no seniority rights to preferred dates shall exist. Approval of vacation requests made after December 1, and made pursuant to this subsection shall not be unreasonably delayed.

C. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 26.6. In an emergency situation the Sheriff may recall an employee to duty.

Section 26.7. At the time of separation, an employee is entitled to compensation at the employee's current rate of pay for any unused accrued vacation leave to the employee's credit up to the maximum allowed in Section 26.3 herein.

ARTICLE 27
UNIFORMS AND EQUIPMENT

Section 27.1. The Employer agrees to provide uniforms and equipment for employees occupying a uniformed position according to the schedule in Appendix B. At the time of hire, standard issue will be made as determined by the Employer. The Employer shall determine the specifications for all uniforms, items covered, and the necessary accessories required. All uniforms will be dry cleaned at the Employer's expense as required by the Employer. The Employer reserves the right to inspect employees uniforms and equipment, and to determine what is appropriate. When old uniforms and equipment are replaced the employee must return the replaced uniform(s) or equipment to the Employer within five (5) days.

Section 27.2. Where an employee supplies evidence that the employee has sustained damage to personal property while performing work duties with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements (no more than fifty dollars [$50.00] for jewelry items). The employee shall present the damaged personal 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 27.3. In the event of damage to prescription eye wear, including frames, and contact lenses, the employer shall pay the difference between the amount reimbursed from Workers' Compensation and the actual cost of repair or replacement, if any.

Section 27.4. The Employer shall replace, at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or designee who shall make the appropriate allowance to replace the uniform or piece.

Section 27.5. All uniforms, accessories, and other items of clothing purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer or, with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

ARTICLE 28
INSURANCES

Section 28.1. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the level of benefits equal to the plan provided to general fund non-bargaining unit employees. The Employer reserves the exclusive right to select carriers and/or other methods of providing said coverage. Nothing contained herein shall be construed as

preventing the Employer from offering bargaining unit employees, on a voluntary basis, alternate health insurance plans as determined by the Board of County Commissioners.

Section 28.2. The Employer agrees to contribute the same percentage of the health insurance premiums for both single and family coverage as is paid for non-bargaining unit employees paid from the County General Fund. The Employer agrees to contribute ninety percent (90%) of the coverage for insurance premiums for single employees, and seventy-five percent (75%) of the premium for employees requiring family coverage. If the county commissioners increase the Employer contribution for health insurance for other non-bargaining unit general fund employees, it will also apply to bargaining unit employees.

Section 28.3. The Employer agrees to provide, at its expense, term life insurance in the amount of twenty-five thousand dollars ($25,000) for each employee covered by this Agreement.

Section 28.4. The Employer agrees to contribute sixty percent (60%) of the premiums for dental and vision insurance.

Section 28.5. A health care committee shall be formed to include two (2) representatives from each of the bargaining units, along with one (1) nonunion employee and two (2) management level employees. The Health Care Advisory Committee (HCAC) shall meet regularly on a schedule agreed upon by all parties, and said HCAC shall be responsible to review the current insurance programs and to make recommendations to the county regarding health and life insurance to be effective April 1, 2014 and as needed through the remainder of the Agreement.

ARTICLE 29
EMPLOYEE ASSISTANCE PROGRAM

Section 29.1. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.

Section 29.2. Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, per the substance abuse article of this Agreement, shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Section 29.3. Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

Section 29.4. Records regarding treatment and participation in the EAP shall be confidential, and the records shall not be maintained in the employee's personnel file.

Section 29.5. Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance whenever possible. Participating employees will

be advised of the extent of insurance coverage for the appropriate treatment should they so request.

ARTICLE 30
SICK LEAVE

Section 30.1. Upon execution of this Agreement, each employee while in active pay status shall accumulate fifteen (15) days of sick leave per year. Said leave shall be earned at four and six-tenths (4.6) hours per pay period. For purposes of this article, active pay status shall include hours worked, in a paid holiday or vacation leave status. Sick leave shall not accrue while an employee is on sick leave or is in any unpaid status including leave of absence, layoff, suspension, or in overtime status.

Section 30.2. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Under no circumstances shall sick leave be advanced prior to being accumulated. The Employer reserves the right to investigate and verify any employee absence.

Section 30.3. Provided proper notification and request procedures have been followed, sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

A. Illness or injury of the employee;

B. Illness or injury to a member of the employee's immediate family requiring the presence of the employee (The Employer may require a physician's statement to the effect that the employee's presence is necessary).

C. Medical, dental, or optical examinations or treatment of employee or a member of the employee's immediate family, which requires the employee's presence, and which cannot be scheduled during non-working hours;

D. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at work would jeopardize the health of others;

E. Pregnancy and/or childbirth and other conditions related thereto;

F. Death of a member of the employee's immediate family (sick leave usage limited to time actually required to attend the funeral, make necessary funeral arrangements, and to take care of related matters). Maximum usage is limited to three (3) working days. The Sheriff may (at the Sheriff' sole discretion) extend additional days, if necessary.

For purposes of this section, the definition of immediate family is as follows: spouse, child, mother, father, legal guardian, brother, sister, grandparent, spouse's grandparent, grandchild,

father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, brother-in-law, sister-in-law, stepchildren, stepparents, or any dependant person living in the same household on a continuous basis.

Section 30.4. When an employee is unable to report to work on day shift, the employee shall notify the Employer one (1) hour before the scheduled time to report to work on each day of absence, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with the employee's immediate supervisor. Employees unable to report to work on afternoon and evening shifts shall notify the Employer two (2) hours before the scheduled reporting time as outlined above.

Section 30.5. Upon return to work, an employee shall complete and sign a request for sick leave use on a form provided by the Employer to justify the use of sick leave; such form will include the nature of the illness. The Employer may, when an employee utilizes sick leave for medical appointments, or when an absence is more than one (1) day and the Employer believes there is abuse or patterned use of sick leave, require the employee to furnish a statement from a licensed medical practitioner. Such statement shall include the general nature of the illness or injury and the expected return-to work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay. Falsification of either a written, signed statement, a physician's certificate or intent to defraud shall be grounds for disciplinary action up to dismissal.

Section 30.6. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or family medical leave. The cost of such examination shall be paid by the Employer, and the physician will send the Employer the results of the examination.

Section 30.7. Vacation leave may be used for sick leave purposes, at the employee's request and the approval of the Employer, after sick leave is exhausted. Employees who have exhausted all sick leave, vacation leave credits, and family medical leave, may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months as provided for in this Agreement.

Section 30.8. The parties agree that in an effort to control any excessive or patterned use of sick leave, there will be progressive discipline based on the number of sick leave "occurrences" as follows below.

An occurrence shall be defined as any sick leave used by an employee other than:

1. leaves that qualify under Family Medical Leave Act;

2. that is used as approved funeral leave;

3. that used for prescheduled medical appointments for either the employee, their spouse, their children, or parents, where the presence or assistance of the

employee is reasonably necessary and where the employee is unable to schedule the medical appointment outside of his/her regular work hours or workdays.

Going home sick, after reporting to work at the regularly scheduled time shall be counted as an occurrence.

Employees who use sick leave for other than the above-listed reasons shall accrue an occurrence. The first two (2) occurrences will be counted in a rolling twelve (12) month period. Three (3) or more occurrences will be counted in a rolling eighteen (18) month period and shall be subject to the following discipline:

Number of Occurrences	Discipline
4th	documented verbal warning
5th	written reprimand
6th	two (2) day unpaid suspension
7th or more	additional discipline up to and including termination

An occurrence shall be removed for every forty (40) hours of overtime worked in one (1) year.

Discipline under this section shall be subject to the discipline procedure, the grievance procedure, and the records retention schedules set forth in the Agreement.

Section 30.9. Upon formal retirement, under the provisions of the Public Employees Retirement System, an employee with a minimum of ten (10) years' continuous service may convert accrued but unused sick leave according to the following schedule:

A. Ten (10) or more years of service: Twenty-five percent (25%) up to a maximum of one-fourth (1/4) of one hundred-twenty (120) days, or a maximum of two hundred-forty (240) hours.

B. Twenty-five (25) or more years of service: Seventy-five percent (75%) of the employee's accumulated sick leave up to a maximum of four hundred (400) hours.

Section 30.10. An employee using sick leave pursuant to this article is expected to remain at home, at a hospital, at a rehabilitation facility, etc., or engage in activities related to their recovery (i.e., attend doctors' appointments, physical therapy, medical testing appointments, etc.) during the missed hours of work. An employee may also leave their home as reasonably necessary to perform daily activities as permitted by his physician.

Section 30.11. Employees are eligible to earn additional personal leave days in the following manner:

Number of Sick Hours Used in a Calendar Year	Number of Additional Personal Days Earned

0	2
less than 2 shifts (i.e., 8, 10, 12 hour)	1

These additional personal days earned will not be deducted from the employee's accrued sick leave and shall be used in the calendar year following the calendar year in which they were earned.

Section 30.12. Employees may donate accrued sick leave in accordance with the Pickaway County Sick Leave Donation Program Policy which is attached as Appendix B.

ARTICLE 31
INJURY LEAVE

Section 31.1. In the event of a service-connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not the result of "horseplay" or negligence by the employee, the Employer shall grant the employee full pay for a period not to exceed forty-five (45) calendar days. The Employer may grant additional injury leave, on a case-by-case basis and at the Employer's discretion, up to an additional forty-five (45) calendar days. This forty-five (45) calendar days of paid leave is fully paid by the Employer, and is in lieu of Worker's Compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. If the injury claim is denied by Workers' Compensation, the employee will revert to sick leave status.

Section 31.2. Injury leave is granted on a per incident basis.

Section 31.3. The Employer may require an employee claiming a service-connected injury to submit to a physical examination by a physician of the Employer's choosing. Any such examination shall be at the Employer's expense. The Sheriff may require employees to work light duty if a licensed physician approves such duty.

Section 31.4. If a third party is liable to the employee for injuries which are compensated pursuant to this article and the employee receives compensation from the third party, the employee shall remit to the Employer any monies received for lost wages up to the amount paid by the County pursuant to this article. In no event shall the employee be required to remit to the Employer more than the net amount of recovery, after deduction for attorney fees and costs of litigation.

Section 31.5. The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer with written permission from the employee's attending physician. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this article shall be at the Employer's expense.

Section 31.6. An employee using injury leave pursuant to this article is expected to remain at home, at a hospital, at a rehabilitation facility, etc., or engage in activities related to his recovery (i.e., attend doctors' appointments, physical therapy, medical testing appointments, etc.) during the missed hours of work. An employee may also leave his home as reasonably necessary to perform daily activities as permitted by his physician. If an employee returns to work in a transitional work assignment, he may engage in non-work activities as permitted by his physician.

ARTICLE 32
FAMILY AND MEDICAL LEAVE

Section 32.1. Family and medical 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 service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy which is attached to this Agreement as Appendix C.

ARTICLE 33
COURT LEAVE/JURY DUTY LEAVE

Section 33.1. The Employer shall grant court leave with pay and without any loss of benefits to any employee who:

A. Is summoned for jury duty by a court of competent jurisdiction, or

B. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action, and pertains to or arises from the employee's official duties, the employee shall have all time spent in court counted as hours worked.

Section 33.2. The employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.

Section 33.3. The employee shall return to duty if there are more than two (2) hours remaining on the employee's shift after being released from court.

ARTICLE 34
MILITARY LEAVE

Section 34.1. Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their regularly assigned duties for such time period as they are required by such military unit for service in the uniformed services.

Section 34.2. Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of military orders or statement of the appropriate military commander as evidence of such duty.

Section 34.3. Bargaining unit employees are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services as defined in section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour workdays or one hundred and seventy six (176) hours within one (1) calendar year. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed in the paragraph above will be granted 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. This provision in no way abrogates a veteran's present or future rights.

Section 34.4. Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code, during the period designated in the act or order, are entitled to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

A. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;

B. five hundred dollars ($500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

ARTICLE 35
LEAVE OF ABSENCE WITHOUT PAY

Section 35.1. Upon the written request, the Employer may grant a personal leave of absence without pay. Personal leaves without pay must be requested in writing in advance of the leave and shall state the specific reason(s), the beginning date, the ending date, and the duration of the requested leave. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

Section 35.2. A leave of absence without pay may be granted for a maximum of one (1) year for purposes of education, training, or specialized experience which would benefit the Employer.

Section 35.3. The authorization of a leave of absence without pay shall be at the sole discretion of the Employer, and each request shall be decided based upon its merits.

Section 35.4. Upon returning from a leave of absence the Employer shall place the employee in the same or a similar classification. An employee may, upon approval, return to active pay status

prior to the originally scheduled expiration date of such leave if such early return is agreeable to the Employer.

Section 35.5. Any employee who fails to return to duty within three (3) working days after the completion or valid cancellation of a leave of absence, without reporting to the Employer, may be removed from employment with the Employer.

Section 35.6. Any employee who has been placed on an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave. Further, such employees shall be required to pay the entire cost of their medical coverage during a leave should they desire to continue coverage, unless the unpaid leave qualifies under Family Medical Leave as outlined in this Agreement.

Section 35.7. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to report to work.

ARTICLE 36
TRAINING AND EDUCATION

Section 36.1. If accreditation, licensure, or certification requirements of a classification require continuing education or training, or if said requirements change during the term of this Agreement, the bargaining unit member thus affected must meet all such requirements as soon as possible. In an effort to assist current employees with meeting any changes to the accreditation, licensing, or certification requirements and in an effort to retain any bargaining unit member thus affected by those changes, the Employer will provide the appropriate training, continuing education, and/or re-training as is necessary for any bargaining unit member thus affected by the change(s). If the employee does not meet the requirements of that classification after the required training, continuing education, and/or re-training, the employee may be temporarily removed from that classification. If the employee fails to meet the requirements on the second attempt the employee may be suspended without pay, or terminated at the discretion of the Employer. Newly hired employees attending training for an initial certification or re-certification shall not have such hours counted as hours worked.

Section 36.2. Whenever employees are required to attend work-related training sessions other than newly hired employees, they shall be given time off from work with pay to attend such programs, including any FLSA allowable travel time needed. Any reasonable costs incurred in such training shall be paid by the Employer, provided that they have been approved in advance.

Section 36.3. The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training the Employer deems necessary for the performance of the employees' presently-assigned duties.

Section 36.4. Upon completion of a training and/or continuing education program, the employee will forward a copy of the certificate of completion or other appropriate recognition certificate to the Sheriff for placement in the employee's personnel file.

ARTICLE 37
DURATION

Section 37.1. This Agreement shall be effective upon signing and shall remain in full force and effect through midnight, August 31, 2015 except that the parties agree to reopen Appendix A for the 3rd year of the Agreement in accordance with R.C. 4117, with said re-opener negotiations starting on or about October each year.

Section 37.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be by certified mail.

Section 37.3. 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 at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union and all prior agreements, practices, and policies, either oral or written, are hereby cancelled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this agreement.

APPENDIX A

Dispatchers/Communication

	A	B	C	D	E
January 1, 2013	$13.79	$14.49	$15.25	$16.00	$16.79
January 1, 2014	$13.86	$14.56	$15.33	$16.08	$16.87

Step A is the starting rate of pay
Step B is earned after twelve (12) months of continuous service.
Step C is earned after twenty-four (24) months of continuous service.
Step D is earned after thirty-six (36) months of continuous service.
Step E is earned after forty-eight (48) months of continuous service.

Transportation Officer

	A	B	C	D	E
January 1, 2013	$17.83	$18.53	$19.70	$20.69	$21.35
January 1, 2014	$17.92	$18.62	$19.80	$20.79	$21.46

Step A is the starting rate of pay
Step B is earned after one (1) year of continuous service.
Step C is earned after three (3) years of continuous service.
Step D is earned after six (6) years of continuous service.
Step E is earned after eight (8) years of continuous service.

Correction Officers

	A	B	C	D	E
January 1, 2013	$13.28	$14.05	$14.83	$15.81	$16.79
January 1, 2014	$13.35	$14.12	$14.90	$15.89	$16.87

Step A is the starting rate of pay
Step B is earned after twelve (12) months of continuous service.
Step C is earned after twenty-four (24) months of continuous service.
Step D is earned after thirty-six (36) months of continuous service.
Step E is earned after forty-eight (48) months of continuous service.

Notation: Correction Corporals shall receive two dollars ($2.00) per hour supplement to the above hourly rates.

Relief Supervisors assigned to perform the duties of a Corporal shall receive the Corporal rate for those hours.

Correction Officers assigned as Medical Officers will receive a fifty-cent ($.50) per hour supplement. Employees assigned as Program Classification Officers will receive a fifty cent ($.50) per hour supplement.

Communications Officer assigned the duties of TAC Officer will receive fifty cents ($.50) an hour supplement.

SIGNATURE PAGE

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Circleville, Ohio this 29th day of MAY, 2013.

FOR THE PICKAWAY COUNTY SHERIFF:

Robert B. Radcliff, Sheriff

FOR THE PICKAWAY COUNTY COMMISSIONERS:

Harold R. Hensen, Commissioner

Brian S. Stewart, Commissioner

Jay Wippel, Commissioner

APPROVED AS TO CONTENT:

John Krock, Management Consultant

APPROVED AS TO FORM:

Judy Wolford, Prosecuting Attorney

FOR THE UNION

Staff Representative

Bargaining Team Member

Bargaining Team Member