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AGREEMENT BY AND BETWEEN

THE MADISON COUNTY SHERIFF

AND

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

DEPUTIES

12-MED-08-0725

December 1, 2012 through November 30, 2015

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PREAMBLE

This Agreement is entered into by and between the Madison County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council Inc., hereinafter referred to as the Union, the Labor Council, the Ohio Labor Council or the "FOP/OLC," 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 wages, hours, terms and other conditions of employment for those employees included in the bargaining unit defined herein.

ARTICLE 1
RECOGNITION

Section 1.1 Included in Recognition

The Employer recognizes the FOP/OLC 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 unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time by the Employer, included: OPOTA Certified full-time Deputies in the job assignments as certified by the State Employment Relations Board on April 10, 1997. [Case Number 96-REP-12-0266]

- Patrol Deputies;
- Patrol Deputy, Dare Program;
- Patrol Deputy, Traffic;
- Court Services Deputies;
- Dispatchers;
- Investigators.

Section 1.2 Excluded from Recognition

All position assignments and classifications, not specifically established as being in the bargaining unit, shall be excluded from the bargaining unit.

Section 1.3 Union Responsibility

The FOP/OLC 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 non-member of the FOP/OLC.

ARTICLE 2
SEVERABILITY AND CIVIL SERVICE

Section 2.1 Agreement to Supersede

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, 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 2.2 Waiver of Civil Service Law

Except as provided in this Agreement, no section of the civil service laws contained in Ohio Revised Code Section 124.01 through section 124.56, section 9.44 and section 325.19 shall apply to employees of the bargaining unit, and 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 related to employees in the bargaining unit, except as specified by Ohio Revised Code 4117.08(B).

ARTICLE 3
SCOPE OF BARGAINING

Section 3.1 Complete Agreement

The parties acknowledge that during 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 the Agreement constitute the entire agreement between the Employer and the FOP/OLC and all prior agreements and policies, either oral or written, are hereby cancelled. Therefore, the Employer and the FOP/OLC 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 the Agreement.

Section 3.2 Midterm Changes

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 4
DUES DEDUCTION

Section 4.1 Dues Deduction

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues required by the Union. The Union will provide written notification to the Sheriff and County Auditor as often as necessary, but no less than once each calendar year of the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit a written authorization for dues deductions. The Employer shall be relieved from making such deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work or unpaid leave of absence.

Section 4.2 Indemnification

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made pursuant to this Agreement. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee[s] files an action[s] against the County and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

Section 4.3 Submission of Dues to Union

All dues and Fair Share Fees collected shall be submitted to the Union to the person designated in writing by the Union.

Section 4.4 Fair Share Fee

Employees who are not members of the Labor Council shall, as a condition of employment, pay to the Labor Council a Fair Share Fee, this shall be pursuant to the provisions of Section 4117.09 (C) of the Ohio Revised Code.

ARTICLE 5
NON-DISCRIMINATION, GENDER AND HEADINGS

Section 5.1 Employer Pledge

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

Section 5.2 Union Pledge

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

Section 5.3 Gender and Plurals

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. 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.

Section 5.4 Headings

It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of any article or section, nor effect any interpretation of any article or section.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 6.1 No Strike

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP/OLC recognize their mutual responsibility to provide for uninterrupted services to the citizens of Madison County.
Therefore:

A. The FOP/OLC 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 FOP/OLC that any of its members are engaged in any such strike activity, as outlined above, the FOP/OLC shall immediately, conspicuously post notice over the signature of an authorized representative of the FOP/OLC 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 all 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 rights to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

C. Any employee engaging is any such job action may be subject to immediate discipline.

Section 6.2 No Lockout

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 7
WAIVER IN CASE OF EMERGENCY

Section 7.1 Suspension of Time Limits

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Madison County Sheriff, or the federal or state legislature for such things as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for processing of grievances; and

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

Section 7.2 Termination of Emergency

Upon 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 grievance[s] had properly progressed prior to the emergency.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1 Rights Retained by Employer

To the extent provided by law, the Employer retains the exclusive right and authority to administer the business of the Employer, in addition to the other functions and responsibilities which are required by law, and the full right and responsibility to direct

the operations of the office, to promulgate rules and regulations and to otherwise exercise the prerogatives of management which include, but are not limited to the following:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer as a governmental unit.

Section 8.2 Rights not Modified by this Agreement

The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement, shall remain the function of the Employer. The Employer may exercise its management rights without prior negotiation with or agreement of the FOP/OLC, except as those rights affect wages, hours, terms, and conditions of employment and the continuation, modification or deletion of a provision of this Agreement.

ARTICLE 9
UNION BUSINESS

Section 9.1 Reasonable Access to be Permitted

Upon advanced notification, the Employer will provide reasonable access to non-employee representatives of the FOP/OLC, and off-duty employee associates to attend meetings or perform duties to the extent meetings or duties are specifically allowed by this Agreement.

Section 9.2 Associates to be Recognized

The Employer shall recognize one (1) employee to act as an associate and two (2) employees as alternates for the purpose of representation as specifically outlined in this agreement.

Section 9.3 Notification of Representatives

The FOP/OLC shall provide to the Employer a written official roster of its associate and alternates which is to be kept current at all times by the FOP/OLC and shall include the following:

- Name;
- Address;
- Home telephone number;
- FOP/OLC position held.

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

Section 9.4 Grievances

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

Section 9.5 Rules Governing Union Representation

Rules governing the activity of FOP/OLC representation are as follows:

A. The FOP/OLC agrees that no representative of the FOP/OLC, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The FOP/OLC further agrees not to conduct FOP/OLC business during work hours, except to the extent specifically authorized by this Agreement.

B. The FOP/OLC representatives and off-duty employee associates shall not enter any work areas of the Employer without first notifying the Employer or designee of the nature of the FOP/OLC activity, and obtaining permission from the Employer or designee to enter the work area. The FOP/OLC shall not conduct FOP/OLC activities, within the work areas, outside the scope of such permission.

Section 9.6 Bulletin Board

A. The Employer agrees to provide space for the FOP/OLC in a mutually agreed upon area of the Employer's facilities. Material posted on this bulletin board shall relate only to FOP/OLC meetings, activities, social events and reports affecting the employees of the bargaining unit. No FOP/OLC-related materials of any kind may be posted anywhere in the Employer's facilities, or on the Employer's equipment, except on the FOP/OLC bulletin board.

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

1. Personal attacks on any other member or any other employee;
2. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
3. Attacks on, and/or favorable or unfavorable comments regarding a candidate for public office;
4. Any partisan political material;
5. Morally offensive materials;
6. Material which adversely reflects upon the integrity or reputation of the Employer, other county officials or any other person.

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.

Upon request of the Employer or his designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this Article.

Section 9.7 Intra-Office Mail System

The FOP/OLC shall be permitted to utilize the intra-office mail system for the purpose of providing information pertaining to FOP/OLC business or bargaining unit representation to members. All mail placed in the mail system shall be the property of employee to whom it is addressed and such mail shall not be subject to review.

Section 9.8 Ballot Boxes

The Union shall be permitted, with prior notification to the Sheriff or his designee, to place a ballot box at the Sheriff's Office in an area not accessible to the public, for the purpose of collecting members' ballots on all Union issues subject to ballots. Such boxes shall be the property of the Union and as such, the Union will assume full responsibility for the security of the box. The box shall be removed as soon as practicable after the Union vote has been concluded.

Section 9.9 Union Meetings

The Union may be permitted, upon prior notification to the Employer or his designee, to hold meetings for Union members on the Sheriff's property, subject to availability. The written request for meeting space shall be made no less than forty-eight (48) hours in advance of the meeting and shall state the date and time of the meeting.

No employee attending the meeting shall be obligated to, and/or asked to divulge to the Employer information discussed at said meetings.

ARTICLE 10
LABOR/MANAGEMENT MEETINGS

Section 10.1 Meetings to be Held

In the interest of sound labor-management relations a labor-management committee shall be formed. Committee meetings shall be scheduled as necessary, but at least once a year, at the request of either party at reasonable, mutually convenient times and shall be closed to the public. Agenda items may be presented by either/both sides. The party requesting the meeting shall present an agenda to the other party at least one (1) week prior to any scheduled meeting. The committee shall consist of not more than two (2) bargaining unit members and one (1) non-employee representative of the FOP/OLC. Bargaining unit members attending labor/management meetings shall not, if the meetings are held during normal duty hours, suffer any loss of pay for the time spent in such meetings. If meetings are held after an employee's scheduled work hours, then the employee shall not be compensated for such time.

Section 10.2 Agenda to be Furnished

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 FOP/OLC representatives who will be attending shall be submitted in advance.

The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

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

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

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 11
WORK RULES – GENERAL ORDERS

Section 11.1 Uniform Application

The Employer agrees that all work rules and general orders shall be applied uniformly within the group of employees to whom such work rules/general orders are directed.

Section 11.2 Additions or Amendments

Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on the office's bulletin boards and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgement within three (3) working days upon return to work. This section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgement period.

ARTICLE 12
COMMUNICABLE DISEASES

Section 12.1 Information to be Provided

Bargaining unit members shall be provided with information on serious communicable diseases to which they may have routine job exposure. Information provided shall include the symptoms of the diseases, modes of transmission, methods of self protection,

proper workplace procedures, special precautions, and recommendations for immunization where appropriate. The Employer shall develop a written communicable diseases policy and shall disseminate said policy to all bargaining unit members.

Section 12.2 Vaccinations

The Employer recognizes that bargaining unit members come into contact with individuals infected with Hepatitis B virus and that the member may be at increased risk of acquiring infection. The employer also recognizes that bargaining unit members, by nature of their work may also come into contact with other diseases. Therefore, members, at the employee's option, shall be vaccinated for Hepatitis B. Such vaccination shall be at no cost to all members requesting the vaccination. The Employer shall develop a written procedure for administering a vaccination program. Any employee choosing to waive vaccinations offered through the Employer's vaccination program shall sign a waiver holding the Employer harmless from any and all claims arising from the employee's exposure to, or the contracting of Hepatitis B or other diseases the Employer's vaccination program addresses.

Section 12.3 Exposure to Blood or Bodily Fluids

If a Bargaining Unit member sustains exposure to the blood, or other body fluids of another person in the line of duty, the member shall immediately notify his immediate shift supervisor who shall follow the department's communicable disease policy including documenting the time, date, location and manner of exposure of the incident. In addition, the employee may initiate the completion of worker's compensation claim forms, if appropriate. Reports of any alleged exposure must be permanently maintained in the bargaining unit member's personnel file.

ARTICLE 13
MEDICAL EXAMINATIONS

Section 13.1 Fitness for Duty

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.

Section 13.2 Selection of Physician

The Employer shall select the physician or other qualified practitioner to perform the examination and the Employer shall pay the cost. The employee shall complete all necessary paperwork so as to permit the physician to send the Employer the results of the examination.

Section 13.3 Reasonable Accommodation to be Made

If found not qualified to perform the essential duties of the job, the employee may be provided a reasonable accommodation if the employee has a disability covered by the Americans with Disabilities Act. If a reasonable accommodation is not available, or if the employee is not mentally or physically capable to perform the job for reasons not covered by the ADA, the employee shall be placed on sick leave, family and medical leave, and/or leave without pay.

ARTICLE 14
PERSONNEL FILES

Section 14.1 One File to be Maintained

The Employer shall maintain only one (1) official personnel file for each member of the bargaining unit.

Section 14.2 Review and Copying of Personnel Files

Every employee shall be allowed to review his personnel file at any reasonable time during normal business office hours 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 his designated representative. Personnel files shall not be made available for review by any person except as required by law.

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

Section 14.3 Inaccurate Documents

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

Section 14.4 Signing Documents

An employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.

The employee shall be the last person to sign an official document which requires the employee's signature. The employee shall receive a copy of any document in its final form after he signs it.

Section 14.5 Discipline Records

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

Section 14.6 Confidential Records

Medical records, I-9 forms and other lawfully confidential records of all employees will be kept in separate files.

Section 14.7 Duration of Records

A. Verbal Warnings and Written Reprimands

Records of verbal warning and written reprimands will cease to have force and effect in future discipline matters twelve (12) months after the effective date of the discipline, providing there is no intervening written notice of disciplinary action relating to another incident during such period.

B. Suspension/Demotion

Records of suspension/demotions will cease to have force and effect in future discipline matters twenty-four (24) months after the effective date of the discipline, provided there is no intervening written notice of disciplinary action relating to another incident during such period.

The records defined in sub-sections A and B above will be placed in a sealed envelope or other secure area after the period of time during which they maintain force and effect. The Employer agrees to abide by O.R.C. 149.43 as to the retention of records.

ARTICLE 15
PERFORMANCE EVALUATIONS

Section 15.1 Evaluations to be Done Annually

Each employee shall be evaluated, on an annual basis, within fifteen (15) calendar days prior to his anniversary date of service with the Office.

Section 15.2 Continued Performance Feedback

Employees will be provided continued performance feedback during the course of the evaluation period as is needed to communicate job expectations, performance issues, and meritorious performance.

Section 15.3 Probationary Evaluation

Each probationary employee shall be evaluated midway through their probationary period on the Performance Evaluation Form. Each probationary employee shall also be evaluated at the end of their probationary period (i.e., within fifteen (15) calendar days prior to the final day of the probationary period).

Section 15.4 Immediate Supervisor

Evaluations shall be conducted by the employee's immediate supervisor, in conjunction with the Sheriff. The supervisor shall complete the Performance Evaluation Form to accurately reflect and document the employee's performance on all criteria.

Section 15.5 Appropriate Documentations

Ratings should be supported by appropriate documentation, in so far as practicable (e.g., letters of commendation, disciplinary actions and other documentation). This documentation shall be retained in the employee's personnel file. Once the form has been completed by the supervisor, and before it is reviewed with the employee, the supervisor shall sign it and submit the completed form to the Sheriff. Supporting documentation, maintained during the course of the evaluation period and included in the employee's personnel file, shall also be submitted with the performance evaluation form for the Sheriff's review. The Sheriff may confer with the supervisor, if necessary, to reevaluate and revise proposed ratings.

Section 15.6 Discussion with the Employee

The supervisor shall discuss the evaluation with the employee and provide a copy of the completed form to him. The employee shall be required to acknowledge that he was given an opportunity to review and discuss the evaluation by signing in the appropriate space, and may, at his option, add appropriate comments.

Section 15.7 Retention of the Evaluation Form

The completed original form shall be retained in the employee's personnel file, with a copy retained by the employee.

Section 15.8 Performance Evaluations Grievable

Any employee who disagrees with any of his performance evaluation ratings, may seek reconsideration by submitting a grievance through the procedure specified in this Agreement.

Section 15.9 Changes in Evaluation Process

It is the Sheriff's intent to conduct performance evaluations in accordance with this Article, based on job descriptions and standards. Upon review and updating of job descriptions, the Sheriff, or his designee will provide and review the evaluation process with the FOP/OLC and its representatives prior to implementation.

ARTICLE 16
INTERNAL REVIEW

Section 16.1 Advising of Employee Rights

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

Section 16.2 Conducting the Interview

Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to his shift, preferably during, or immediately prior to or after his working hours, unless the situation dictates otherwise. 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. A member will be advised of his rights to have an FOP/OLC representative present during any questioning or interrogation. Once a member requests Union representation he shall be given a reasonable opportunity to secure that representative's presence at the interview.

Section 16.3 Recording the Interview

If the Employer decides to record the proceedings, the Employer will provide a copy of the recording to the employee. No recording shall be conducted unless and until all parties present at the interview have been advised of the recording

Section 16.4 Mechanical and Chemical Testing Methods

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.

Section 16.5 Anonymous Complaints

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

Section 16.6 Notification of Outcome of Investigation

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

Section 16.7 Administrative Leave

The Employer may suspend, with pay, an employee during a portion of or pending the outcome of an internal investigation.

ARTICLE 17
DISCIPLINE

Section 17.1 Just Cause Needed

The tenure of every bargaining unit employee shall be during good behavior and efficient service.

No member shall be disciplined including any verbal warning, written reprimand, reduction in pay or position, suspension or discharge except for just cause. The Employer may discipline an employee for actions that occur while the employee is on duty working under the colors of the Employer, or off-duty representing himself as an employee of the Sheriff's Office. The employee may also be disciplined for actions on the employee's own personal time that reflect directly on the Sheriff's Office or violate any state or federal statutory provision.
Forms of disciplinary action, but not necessarily the order of discipline, are as follows:

1. Verbal Warning [written documentation]
2. Written Reprimand
3. Suspension Without Pay
4. Reduction [in pay or position]
5. Discharge from employment

Section 17.2 Progressive Discipline to be Followed

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

Section 17.3 Discipline to be Done Privately

Anytime the Employer or any of the Employer's representatives has reason to discipline any employee, the discipline shall normally be done privately, out of the sight and sound of other employees and the public.

Section 17.4 Pre-disciplinary Conference to be Held

Whenever the Employer (or designee) determines that an employee may be disciplined for just cause resulting in suspension, reduction in pay or rank or discharge, the Employer (or designee) will notify the employee that the employee is entitled to a pre-disciplinary conference.
Pre-disciplinary conferences will be conducted by a conference facilitator, selected by the Employer.

Section 17.5 Notice of Charges to be Provided

Not less than twenty-four (24) hours prior to the scheduled starting time of the pre-disciplinary conference the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action.

Section 17.6 Conducting the Pre-disciplinary Conference

The charged employee may waive the pre-disciplinary conference in writing and/or submit a written statement as an explanation of the charges. The employee may attend the conference and give an oral explanation or attend the conference and have his representative give an oral explanation. The employee or his representative will be asked to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond untruthfully may result in further disciplinary action.

Section 17.7 Testimony and Witnesses at the Pre-disciplinary Conference

The employee and the Employer may present testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee and Employer shall provide a list of witnesses to the conference facilitator as far in advance as possible, but not later than four (4) hours prior to the pre-disciplinary conference. It is the responsibility of the party calling witnesses to notify the witnesses that their attendance is requested.

Section 17.8 Written Report to be Prepared

A written report will be prepared by the conference facilitator addressing the matters presented including, in the opinion of the conference facilitator whether the conduct took place, whether that conduct justifies discipline, mitigating or aggravating factors presented and the like. The conference facilitator may, but is not required, suggest what level of discipline is recommended. The Employer will decide what discipline, if any, is appropriate.

The conference facilitator will provide a copy of the report to both the employee and Employer within ten (10) days following its preparation

Section 17.9 Attendance at the Pre-disciplinary Conference

The employee subject to discipline, and any an employee acting as a representative shall not receive compensation if the pre-disciplinary conference is held during non-work hours of the employee subject to discipline. If the pre-disciplinary conference is held during the employee's normal work hours, the employee will be compensated at the employee's regular rate of pay. To the extent reasonable and not disruptive of normal operations, pre-disciplinary conferences will be scheduled during the working hours of the employee subject to disciplinary action.

ARTICLE 18
GRIEVANCE PROCEDURE

Section 18.1 Grievance Defined

The term "grievance" shall mean an allegation by a bargaining unit employee or group of employees 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 18.2 Who May Bring a Grievance

A grievance may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance (group grievance) involving a situation affecting more than one (1) member of the bargaining unit in a same or similar manner, one (1) member selected by such group will process the grievance. A list of names of group grievance participants shall be attached to the grievance form when it is filed.

Section 18.3 Time Limits for Processing Grievances

All grievances must be processed at the proper step in the grievance procedure 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 within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 18.4 Extension of Time Limits

Time limits set forth herein may be extended only by mutual written agreement between the parties. The grievant may withdraw a grievance at any point by submitting a written statement to that effect to the Employer and the Union or by permitting the time

requirements at any step to lapse without further appeal. Whenever used in this procedure, unless specified otherwise, "day" shall mean "calendar day."

Section 18.5 Grievance Procedure

It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the FOP/OLC to affect the resolution of grievances at the earliest possible step.

In furtherance of this objective, the following procedure shall be followed:

Step 1 Immediate Supervisor

A member or group of members having a grievance will present a completed grievance form to his immediate supervisor within ten (10) calendar days following the events or circumstances giving rise to the grievance. Grievances brought to the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered. Within ten (10) calendar days of the submission of the grievance, the supervisor shall meet with the grievant and submit to the grievant his written response. A grievance representative may accompany the grievant to grievance meetings should the grievant request his attendance. If the grievant is not satisfied with the written response he may pursue the grievance to Step Two.

Step 2 Sheriff

Should the member-grievant not be satisfied with the answer in Step One, he may, within ten (10) calendar days after receipt of the Step One response (or 10 days after the step one meeting if no written response if received), appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents to the Office of the Sheriff. The Sheriff or his designee shall sign and date the form, accurately showing the date his Office received the form. The Sheriff or his designated representative shall within ten (10) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or his representative. The Sheriff or his designee and the employee may bring any appropriate witnesses. Within ten (10) calendar days of the meeting at Step 2, the Sheriff or his designee shall submit to the grievant and or his representative his written response to the grievance.

Step 3 Arbitration

If the grievance is not resolved in Step 2, the Union may submit the grievance to arbitration in accordance with this section.

If the Union decides to arbitrate the grievance, it shall within twenty-one (21) days from the date of the final answer at Step 2 notify the Employer of its intent to seek arbitration over the unresolved issue[s]. The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party [or parties] canceling the arbitration. Any grievance not submitted within the twenty-one (21) day period described above shall be deemed settled on the basis of the last answer given by the Employer.

After receipt of the notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service [FMCS] to submit a panel list of seven (7) arbitrators. 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 from FMCS another list of seven (7) arbitrators. Nothing herein shall prohibit the parties from mutually agreeing on an arbitrator prior to requesting a panel list.

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

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.

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

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 equally by the parties. 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 requesting a court reporter but 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. Likewise, employees whose attendance is required during their non-working hours will not be paid.

Section 18.6 Self Representation

When an employee covered by this Agreement, chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC representative will be notified of his right to be present at the adjustment.

Section 18.7 No Arbitration in Certain Circumstances

Disciplinary actions of verbal warning and/or written reprimand, taken by the Employer against any bargaining unit employee, and performance evaluations may be appealed to up to Step 2 of the grievance procedure, but shall not be appealed to Step 3.

Section 18.8 Grievance Form

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

a. Aggrieved employee's name and signature;

b. Aggrieved employee's assignment

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.

The FOP/OLC shall have the responsibility for the duplication, distribution, and accounting of their grievance form.

Section 18.9 Direct Appeal to Step 3

Disciplinary actions of suspension without pay, reduction in pay or position, 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.

ARTICLE 19
SENIORITY

Section 19.1 Seniority Defined

Seniority shall be computed on the basis of uninterrupted length of continuous employment as a full-time, part-time and/or intermittent employee of the Employer. The seniority date of a full-time employee who has uninterrupted part-time and/or intermittent service with the Employer shall be adjusted to factor in, on a prorated basis, the number of hours worked while in such status.

Section 19.2 Break in Service

Any break in service shall constitute a break in seniority. Once service is broken, the employee loses all previously accumulated seniority.

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

1. Absences while on approved leave of absence;
2. Absences while on approved sick leave or disability leave;
3. Military leave;
4. A layoff of one (1) year duration or less.

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

1. Discharge for just cause;
2. Retirement;
3. Layoff for more than one (1) year;
4. Failure to return to work within ten (10) calendar days of a recall from layoff, absent extenuating circumstances such as illness, injury or disability;
5. Failure to return to work at the expiration of a leave of absence;
6. Resignation;
7. Failure to maintain employment as a deputy sheriff with law enforcement status.

Section 19.3 Seniority List to be Posted

A seniority list shall be posted on the Office bulletin board, with a copy provided to the local FOP/OLC Associate within fourteen (14) days after the effective date of this Agreement. 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 20
VACANCIES AND POSTINGS

Section 20.1 Regular Assignment Defined

The term "regular assignment", for the purpose of this Agreement, shall mean the act of assigning an employee, on a regular basis, to the duties and responsibilities established by the Sheriff and described on a position description established and adapted by the Sheriff.

Section 20.2 Posting Regular Assignments

When the Sheriff determines to make a regular assignment, it shall be posted on Office bulletin boards for a period of not less than eight (8) days. The posting shall include all information then available regarding the position including required duties, responsibilities and minimum qualifications. Employees interested in applying for the posted regular assignment must submit a written letter of interest to the Sheriff within the posting period. All qualified employees who submit letters of interest shall be interviewed by the Sheriff or the Sheriff's designee.

Section 20.3 Filling a Regular Assignment

The Sheriff will appoint the most qualified applicant to a regular assignment, and will take into in consideration of the applicant's knowledge, skills, abilities, work record, job qualifications, job testing, seniority, and/or other job related criteria. The Sheriff will also consider an employee's performance evaluations and disciplinary actions and employee record with the Sheriff's Office for employees who apply for a regular assignment. To the extent that the Sheriff determines that the "non-seniority" elements are equal, then seniority shall be the deciding factor.

Section 20.4 Temporary Assignments

Temporary assignments are not posted. When the Sheriff determines that an assignment made as temporary is or is likely to become a regular assignment, it shall be posted as set forth in Section 20.2.

Section 20.5 Promotion Defined

The term "promotion", for the purpose of this Agreement, shall mean the act of placing an individual in a sergeant's position.

Section 20.6 Posting a Sergeant Position

When the Sheriff determines to fill a vacant Sergeant's position, the Sheriff will post the vacant position on the Office bulletin boards for a period of not less than eight (8) days. The posting shall include the title, duties, responsibilities and minimum qualifications required. Employees interested in being considered for the promotion must submit a written letter of interest to the Sheriff. All qualified employees who submit letters of interest shall be interviewed by the Sheriff or the Sheriff's designee.

Section 20.7 Filling a Sergeant Position

The Sheriff will appoint the most qualified applicant employee to the vacant sergeant position in consideration of the employee's knowledge, skills, abilities, work record, job qualifications, job testing, and/or other job related criteria. The Sheriff will also consider an employee's performance evaluations and disciplinary actions and employee record with the Sheriff's Office for employees who apply for the vacant sergeant position.

Section 20.8 Hiring from Outside

Nothing in this Article shall be construed to mean that the Sheriff may not hire from outside in the event that the Sheriff determines that an outside applicant is the most qualified for a regular assignment or vacant promotional position provided the Sheriff has first considered those applicants within the organization as set forth in this Article.

ARTICLE 21
PROBATIONARY PERIODS

Section 21.1 New-hire Probation

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

Section 21. 2 Temporary Reassignment Probation

An employee who is temporarily assigned to a different division (per Article 20) shall not serve a probationary period, and may be reassigned back to the employee's regular assignment at the discretion of the Sheriff.

Section 21.3 Regular Reassignment Probation

When an employee is reassigned, on a regular basis, to a different division, the employee will serve a six (6) month probationary period beginning with the date of original appointment to the new assignment. An employee who fails to satisfactorily perform the job duties and responsibilities of the new assignment during the probationary period, may, with just cause, be reduced during the probationary period to his original assignment.

Section 21.4 Grieving a Reassignment

The employee may grieve the issue of "just cause" when such reduction occurs during the second (2nd) half of the regular reassignment probationary period. During the first (1st) half of the regular reassignment probationary period, the employee may be reduced to his original assignment, without the right to grieve the issue of "just cause" for such reduction.

ARTICLE 22
LAYOFF AND RECALL

Section 22.1 Layoff Notification

When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees twenty-one (21) 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 no less than five (5) calendar days in advance of the layoff. The Employer, upon request from the FOP/OLC agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the FOP/OLC.

Section 22.2 Employer to Determine Layoffs

The Employer shall determine in which work divisions and assignments layoffs or job abolishments will occur. Employees will be laid off within that division and assignment beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. All temporary, intermittent, probationary, and permanent part-time employees, within the division and assignment designated for lay off, will be laid off before bargaining unit members.

Section 22.3 Bumping Rights

Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt or attempted delivery in which to exercise his right to bump the least senior employee within the bargaining unit, provided the person who wishes to bump

possesses the skill, ability and qualifications to perform the work of the assignment as determined by the Sheriff. Any employee who chooses not to bump, or who does not possess sufficient skill, ability or qualifications to bump another employee shall be laid off and placed on a recall list. An employee may only exercise his bumping rights once during any layoff affecting his position. An employee who bumps pursuant to this article shall be paid at the rate of the assignment he bumps into.

Section 22.4 Recall List

Employees who are laid off shall be placed on a recall list for a period of one (1) year. Employees on a recall list shall be responsible for notifying the Employer at the time of layoff, and for keeping current the address to which a recall notice, if any, shall be sent. If there is a recall, employees shall be recalled, in the inverse order of their layoff, to the same assignment from which they were laid off, provided they are presently qualified to perform the work of the job assignment to which they are recalled.

Section 22.5 Return from Layoff

In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of the mailing of the recall notice to notify the Employer of his 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 or agreed to between the Employer and the employee.

ARTICLE 23
SPECIAL ASSIGNMENTS/AUXILIARY DEPUTIES

Section 23.1 Special Assignments

All qualified employees of the Sheriff's Office may be hired by various businesses or organizations with the advance approval of the Sheriff, to work special assignments. Special Duty assignments shall be for a minimum of three (3) hours, except when the special is less than thirty (30) minutes in length there shall be a two (2) hour minimum charge.

Section 23.2 Rates for Special Assignments

The following rates are the minimum rates effective August 1, 2010. Actual rates may be higher, subject to negotiation by the Sheriff with the organization.

Non-profit organizations	For-profit organizations
$27.00 per hour	$30.00 per hour

Section 23.3 Posting and Filling of Special Assignments

A. With a 72 Hour Notice or More

All details that are received in the Sheriff's Office will be posted at the earliest opportunity on the office bulletin board. Postings shall include the date and time of the posting, and information pertaining to the detail. Qualified full-time employees may sign up for posted details on a "first-come" basis. Special deputies may sign up for a detail after it has been posted for seventy-two (72) hours.

Should a detail remain unfilled 72 hours prior to the date of the detail, the Sheriff may, at the Sheriff's discretion, assign any qualified employee including special deputies to work the detail. The Sheriff will attempt to equalize these opportunities each calendar year.

B. With More than a 24 Hour Notice but Less than a 72 Hour Notice

For any special detail with more than 24 hours notice but less than 72 hours notice, a page will be sent to all bargaining unit members and shall include the time, place, date and other pertinent information about the detail. All bargaining unit members will have one (1) hour to respond if they are interested and capable of performing the entire detail job. All opportunities will be filled on a first come-first served basis until all slots are filled. If all slots are not filled at the end of one (1) hour from the time the page was sent, the Employer can fill the remaining slots any way deemed reasonable.

C. With Less than 24 Hours Notice

When special detail assignments are requested by a business or organization with less than twenty-four (24) hours notice, the Sheriff shall, at his discretion assign any qualified employee, including special deputies to work the detail.

D. Exceptions to the Posting Process

Exceptions to the normal posting process are permitted for the Farm Science Review and Madison County Fair. These details will be posted in advance of the event, with all employees and special deputies eligible to sign up on the schedule. For the Farm Science Review, the Sheriff will schedule employees and will attempt to equalize the opportunities in so far as practicable. The Madison County Fair is a voluntary detail.

Section 23.4 Working Special Details

Employees shall not work special details during times in which the employee is scheduled to work with the Sheriff's Office. Special duty time worked is not to be considered hours worked for the purpose of overtime in the Sheriff's Office.

The Sheriff reserves the right to withhold an employee's opportunity to participate in the details as a form of discipline.

Section 23.5 Special Deputies

The Parties agree that the Employer may continue to utilize special deputies for special details such as parades, fairs, special traffic control, scheduled educational events, and declared emergencies in which regular personnel are deemed not adequate to fulfill the Employer's mission.

Section 23.6 Filling of Special Assignments not Grievable

The filling of special assignments through this process is not subject to the grievance procedure. Should an employee establish that he/she has been unfairly passed over for a special assignment, described above, he/she shall be offered the next available special assignment.

ARTICLE 24
EQUIPMENT AND WORKING CONDITIONS

Section 24.1 Safety Policy

The Employer agrees to maintain in safe working condition all facilities, vehicles and equipment furnished by the Employer to carry out the duties of each bargaining unit position. The FOP/OLC agrees to work cooperatively in maintaining safety in the Madison County Sheriff's Office.

Section 24.2 Safe Equipment

The Employer agrees to discuss safety conditions and practices with the employees and the FOP/OLC. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence and for properly using and caring for facilities, vehicles, supplies and equipment provided by the Employer.

Section 24.3 Vehicle Assignment

The employer shall provide each non-probationary road officer with a take-home patrol vehicle, which shall be equipped and marked in compliance with BSSA standards. All vehicles shall be equipped with the proper equipment that meets the standards of the Ohio Revised Code for emergency vehicles. Except as otherwise established by the Sheriff, in order to qualify to take a vehicle home, the deputy must reside in Madison County and follow the work rules set forth by the Employer. However, in certain circumstances and with supervisor approval, a deputy who lives outside Madison County may be permitted to take home a vehicle. The determination of the supervisor in this regard is not subject to the grievance procedure.

Should the Sheriff enter into a contractual agreement with an entity to provide police services, a vehicle(s) may be provided by or specifically assigned to the contracting entity. In this event the designation of a "take-home" vehicle to the assigned deputy is

optional and at the Sheriff's discretion. If a take home vehicle is not included with the position, it will be noted as such on the posting for that position. Nothing herein shall be construed as to preclude the Sheriff from assigning a vehicle at a future date should he so determine.

ARTICLE 25
TRAINING

Section 25.1 Training

The Employer agrees to supply training, equipment and materials for such training as is required by the Sheriff as a condition of employment. The Sheriff may provide employees the opportunity to further their job performance by education and training at an accredited school dealing with their job responsibilities.

The employer shall make a minimum of twenty-four (24) hours of assignment-related voluntary and/or required training available to each bargaining unit member per calendar year of the contract. An employee may submit a request to the Sheriff to attend a voluntary training, along with the course curriculum, dates and times, costs and other requested information upon which the Sheriff may approve or disapprove the time off. When considering a training request, the Sheriff shall determine whether approved training is to be considered voluntary or required on a case-by-case basis in consideration of business need.

Section 25.2 Time off to Attend Training

Whenever employees are required to attend work-related training sessions, 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 they have been approved in advance. The Employer and the FOP/OLC 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 he deems necessary for the performance of the employees' duties.

When voluntary training is approved, the Sheriff will pay for the training, and the employee may take a personal day, vacation or compensatory time to receive compensation for the training time or the time may be taken as unpaid time. The Sheriff maintains authority to disapprove voluntary training requests because of costs, scheduling, workload or other business reasons.

Section 25.3 Weapons

Each employee shall be responsible for providing his own duty, off-duty and back up weapon, which shall be approved by the Sheriff or designee. The Sheriff will provide fifty (50) rounds of standard issue duty ammo on an annual basis. Such ammo shall be

carried while on duty. The Sheriff or his designee may approve personal ammo which may be carried in place of the standard issue ammo, with the cost of such ammo assumed by the member. Unused rounds shall be used by the employee for qualifying, then the rounds shall be replaced for on-duty use during the following year in accordance with the provisions of this section. Deputies shall qualify on the firing range one (1) time each year. The dates for qualification shall be set by the Sheriff. Each Deputy shall qualify with the weapons to be carried on duty and off duty. The Employer shall assume the cost of range expenses for Deputies covered by this Agreement for qualifying with their duty weapon and shotgun.

ARTICLE 26
UNIFORMS

Section 26.1 Uniforms Required

Deputies are required to wear uniforms as prescribed by the Employer. Such uniforms shall be maintained in a neat, pressed and clean condition, and shall not deviate from the Employer's uniform requirements, which shall meet BSSA uniform standards.

Section 26.2 Employer to Provide Uniforms

All bargaining unit employees, hired after the effective date of this Agreement, shall be provided with all uniforms and equipment parts required by the Employer in quantities specified by the Employer. All current employees who had not previously purchased uniform parts and equipment prior to the effective date of this Agreement, shall be provided, by the Employer, with the required uniform and equipment parts which are necessary to meet the quantities specified by the Employer. Employees, who prior to the effective date of this Agreement, had personally bought any uniform parts and equipment, shall continue to wear such part[s] until the part[s] no longer meet uniform standards, at which time the employee may request replacement in accordance with the provisions specified in this Article.

Section 26.3 Listing of Personally Purchased Items

Each employee, within thirty (30) days of the effective date of this Agreement, will provide to the Employer a complete and accurate itemized listing and number of uniform articles and equipment personally bought and owned by each employee in the bargaining unit. Such items will remain the property of the employees, until they are replaced by the Employer in accordance with the provisions of this policy. An employee may retain ownership and possession of the original personally bought part, however, prior to it being replaced under this Article, the employee will be required to present the worn or outdated uniform part to the Sheriff for inspection and determination for the need for replacement. Uniform parts and equipment will replaced only when they are worn, damaged, outdated, or otherwise fail to meet the Sheriff's uniform standards. No request for replacement will be unreasonably withheld.

Section 26.4 Purchase Order Program

Each bargaining unit member will be allowed to purchase uniform parts, equipment and supplies as required and/or approved by the Sheriff utilizing a yearly five hundred seventy-five dollar ($575.00) purchase order program. When a uniform part is to be replaced, the bargaining unit employee shall be required to turn in to the Employer the worn or outdated uniform part.

Uniform parts, equipment and supplies are to be purchased only from authorized vendors approved by the Sheriff.

Section 26.5 Cleaning of Uniforms

The Employer will be responsible for the cleaning of uniforms.

Section 26.6 Replacement of Personal Property

Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work 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

In the event of damage to prescription eye glasses, including frames, and contact lenses, the Employer shall pay the difference between the amount reimbursed from Worker's Compensation and the actual cost of repair or replacement, if any.

Section 26.7 Replacement of Uniforms

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 the Employer's designee, no later than the next working day. Once reported, the Employer or designee shall make the appropriate allowance to replace the uniform or piece. When a uniform or uniform piece is to be replaced, the bargaining unit employee shall be required to turn into the Employer the damaged or destroyed uniform or piece.

Section 26.8 Property of the Employer

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.

Section 26.9 Body Armor to be Provided

The Employer shall provide body armor for all deputies in accordance with the provisions of this Article. All body armor shall be a minimum Class II level, shall include a stab plate and shall meet minimum quality standards established by the Sheriff. The Sheriff shall specify standard issue body armor which shall be provided to each member, at no cost to the member.

Section 26.10 Alternate Body Armor

At the member's request, the member may select another type or make of body armor, other than the standard issue, in so far as such selection is at least a class II level, and meets or exceeds the quality standards set forth by the Sheriff. If a member wishes to exercise such option and the body armor is from the same manufacturer as the standard issue, the Employer will contribute toward the purchase of the alternate body armor an amount not to exceed the purchase price of the standard issue, with the employee personally paying the remaining balance, if any.

A member may purchase body armor, which is not from the same manufacturer as the standard issue, in so far as such armor is at least a class II level, meets or exceeds the quality standards set forth by the Sheriff and the employee pays the full cost of such alternate body armor. The Employer shall retain ownership of all body armor which is purchased in full or in part by the Employer. The employee shall retain ownership of body armor which is personally purchased, in full, by the employee.

Section 26.11 Wearing of Body Armor

A deputy will wear the body armor when assigned to road patrol, court duty, or special duty assignments. When a deputy is assigned to dispatch, the wearing of the body armor is optional. Body armor will not be required for those members who, for documented medical reasons are unable to wear it. Prior to the purchasing of body armor under this Article, members may submit to the Employer a statement from a qualified physician which substantiates that the employee should not wear body armor for medical reasons. The Employer will review the statement, and may either waive the requirement of the employee to wear body armor or may require the employee to be examined by a physician, designated by the Employer in order to substantiate the medical reason for waiving the body armor requirement. Such examination shall be at the Employer's cost. If the opinion of the second physician contradicts the opinion of the original physician, the Employer may require the employee to be examined by a third physician, mutually agreed to by the Employer and the Union. The opinion of the third physician will be binding.

ARTICLE 27
HOURS OF WORK AND OVERTIME

Section 27.1 Workweek

The standard work week for all employees covered by this Agreement shall be forty (40) hours per week. The work period shall be seven (7) consecutive calendar days as designated by the Employer. The work day shall be eight (8) consecutive hours. Regardless of the normal workday, the Employer reserves the right, however, to schedule employees as needed, based upon the operational needs of the Sheriff's Office.

Section 27.2 Overtime Defined

Deputies who work in excess of forty (40) hours of actual work per work week shall be compensated at a rate of one and one-half (1½) times their regular rate of pay for those hours in excess of forty (40) hours per work week. For the purposes of calculating overtime, approved paid sick leave, personal days, vacation, and other approved paid leaves shall be considered time worked. Time spent overnight on official county business in excess of time spent engaged in work related activity shall not be considered time worked for purposes of calculating overtime.

Section 27.3 Advance Approval Necessary

Overtime must be approved in advance by the shift supervisor, except in emergency situations whereby the employee must continue working past his scheduled quitting time to complete required job duties which cannot be postponed until the employee's next workday. Employees are prohibited from starting work prior to their scheduled starting time, except in emergency or urgent situations, or if otherwise approved by the employee's shift supervisor.

Section 27.4 Schedule Adjustment

The Sheriff may adjust an employee's schedule and re-schedule the hours of work so that the employee does not work more than forty (40) hours during a work week, in so far as such adjustment occurs within the same work week in which the employee worked outside of his scheduled hours.

Section 27.5 Compensation for Overtime Hours Worked

If an employee works more than forty (40) hours in a work week, the employee may choose to be paid for the hours in excess of forty (40) at one and one-half (1½) times his regular rate of pay or in compensatory time at one and one half (1½) the time [e.g., one (1) hour of overtime equals one and one-half hour (1½) of compensatory time], by notation of the employee on his time sheet and upon the designated form.

Section 27.6 Compensatory Time Accumulation and Use

No employee may accumulate more than four hundred eighty (480) hours of compensatory time at any point. Once an employee reaches the four hundred eighty (480) hour cap, any additional overtime worked will be paid at time and one-half (1½) times the number of hours worked in excess of the comp time cap.

Compensatory time may only be used upon the employee's written request, submitted in accordance with the time frames for submitting leave requests as specified in this Agreement and along with the proper notation on his time sheet.

Section 27.7 Payment for Accrued, but Unused Compensatory Time

Upon resignation, discharge, retirement, or layoff from employment, an employee will receive a money payment at the employee's then-current rate of pay for any earned but unused compensatory time to his credit at the time of separation. Employees may not "cash in" compensatory time at any time during employment, including when on a paid leave or any unpaid leave of absence.

Section 27.8 Filling Overtime Opportunities

The Sheriff may continue the current practice of part-time and special deputies working open and scheduled shifts as long as all full time bargaining unit members have first been offered the opportunity to fill the open and scheduled shift and the official request to use leave time is received by management at least ten (10) days in advance.

When the Sheriff or his designee determines to fill an open shift, as described above, the open shift shall be posted for at least seventy two (72) hours during which time full time bargaining unit members may sign up to fill the open shift. Following the posting period, the Sheriff or the Sheriff's designee may fill any shifts that remain open with qualified special deputies, part-time or full-time employees.

Full time bargaining unit members may only be bumped from an open shift, during the seventy-two (72) hour posting period and only by an employee who is more senior.

Section 27.9 Maximum Number of Work Hours

An employee may not normally be scheduled to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period, including overtime. Employees shall normally be required at least eight (8) consecutive off duty hours between shifts. Overtime hours shall not normally be scheduled in excess of sixteen (16) hours per work week.

When an employee is on approved leave and the employee voluntarily works for another on a shift that occurs within the same twenty-four (24) hour period that the leave is taken, the employee is paid for the time actually worked, at the regular rate of pay. The number of hours actually worked is not deducted from the previously approved leave balance

Section 27.10 Lunch Periods

Each employee of the bargaining unit shall be granted a one-half (½) hour meal period during each regular work shift as scheduled by their immediate supervisor. Those employees required to remain on duty and on call during their meal period shall have the meal period considered as part of their standard workday schedule. Deputies while on patrol assignment shall avoid as much as practical, unnecessary or unreasonable travel for the purposes of obtaining their meals. Deputies who are currently assigned to dispatch shall be provided facilities to heat or keep their meals cold.

ARTICLE 28
WAGES

Section 28.1 Wage Scale

Employees covered by this Agreement shall be paid, effective on the first pay period of each fiscal year, in accordance with the following wage schedule and terms.

2012 2%	A	B	C	D
Non-Communications	$19.24	$20.46	$21.54	$22.70
Communications	$15.68	$16.51	$17.38	$18.28

2013 2%	**A**	**B**	**C**	**D**
Non-Communications	$19.63	$20.87	$21.97	$23.15
Communications	$15.99	$16.87	$17.73	$18.65

2014 3%	**A**	**B**	**C**	**D**
Non-Communications	$20.22	$21.50	$22.63	$23.85
Communications	$16.47	$17.39	$18.26	$19.21

2015 3%	**A**	**B**	**C**	**D**
Non-Communications	$20.83	$22.15	$23.31	$24.57
Communications	$16.96	$17.91	$18.81	$19.79

Section 28.2 Step Progression

Employees shall be assigned into one of the above steps [A, B, C, or D] based on their assignment and hire date. Employees shall move to the next step based on the date of assignment in their current step. Newly hired employees shall be hired in at step A.

Section 28.3 Working a Temporary Assignment

An employee may be temporarily assigned to work within a division, other than his regularly assigned division at the discretion of the Sheriff. When assigned to a division with a pay range higher than the division for which the employee is regularly assigned, the employee shall be temporarily assigned at a rate of fifteen percent (15%) above their current rate of pay. When temporarily assigned to a division with a lower pay range, the employee will continue to be paid according to his regular pay range and step.

Section 28.4 Assignment to a Higher Paying Assignment

Any employee receiving a permanent assignment to a higher paying assignment shall be assigned to at their current step designation in the new assignment range. The employee will continue to receive a step increase in accordance with this Article.

Section 28.5 Assignment to a Lower Pay Range

An employee may be reassigned to a division with a lower pay range due to a disciplinary demotion, layoff bumping or because of a reasonable accommodation made for a physical and mental disability which precludes the employee from performing essential job duties in his prior assigned division. When reassigned to a division with a lower pay range on a regular basis as provided for in this Section, the employee shall be assigned at the employee's current step designation in the new assignment range. The employee will continue to receive a step increase in accordance with this Article.

Section 28.6 Requests to be Reassigned

An employee may, for any reason submit a request to the Sheriff to be reassigned to a division with a higher or lower pay range. The Sheriff will consider the request and may approve or disapprove it based upon the needs of the Employer, the employee's qualifications to effectively perform the job and for other relevant business reasons.

Section 28.7 Call-In Pay

An employee called in to work outside his regularly scheduled shift, including court time, which call-out does not abut his regularly-scheduled shift, shall be paid for all time actually worked, but in no event will the amount be less than two (2) hours pay at one and one-half (1½) times the employee's regular rate of pay. Any employee called in to rectify his own error shall be credited with the actual time worked at his regular rate of pay, and not with the minimum premium herein stated.

ARTICLE 29
SHIFT DIFFERENTIAL

Section 29.1

An employee who works more than fifty percent (50%) of his shift between the hours of 3:00 pm and 8:00 am. shall receive, in addition to his base rate of pay, a shift differential in the amount of forty cents (40¢) per hour for all hours worked.

ARTICLE 30
LONGEVITY

Section 30.1 Rate of Longevity Pay

Each qualified employee will be granted longevity pay, in the amount of fifty dollars ($50.00) per each year of service with the Employer after the completion of five (5) years of service for up to twenty (20) years as determined by the employee's seniority date.

Section 30.2 Payment of Longevity

Longevity pay shall be paid annually in a lump sum payment, upon the employee's anniversary date with the first such payment to be made after the employee completes five (5) years of service with the Employer. Longevity shall be added to the employee's base rate for purposes of the hourly overtime rate.

ARTICLE 31
HOLIDAYS

Section 31.1 Holidays Observed

Full-time employees shall receive eight (8) hours holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

The following holidays shall be observed on the day indicated below:

New Years Day	January 1
Martin Luther King Day	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
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Section 31.2 Payment for Holidays

For each holiday listed above, employees who are on active pay status shall either receive eight (8) hours of holiday pay or they may take the day off with pay in which case the employee forfeits only the eight (8) hours of holiday pay. Active pay status includes hours actually worked, regularly scheduled days off, sick leave, compensatory time, personal leave and vacation leave. Employees who are required to work on any of the holidays listed above shall receive time and one half (1½) their regular rate of pay for each hour worked.

ARTICLE 32
VACATION

Section 32.1 Vacation Accrual

Full-time forty (40) hour a week employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer, as follows:

Length of Service	Vacation
Less than 1 year	0 hours
1 year, but less than 5 years	80 hours
5 years, but less than 10 years	120 hours
10 years, but less than 15 years	160 hours
15 years or more	200 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 the amount of 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 32.2 Prior Service Credit

An employee is entitled to have prior service with the State of Ohio, any Ohio county or any other political subdivision of the State counted for the purpose of computing vacation leave. The anniversary date of employment, for vacation leave computation purposes is the anniversary date of such prior service. Part-time service with Madison County or any other county or political subdivision of the State shall be treated the same as years of full-time service for the purpose of determining accrued years of service necessary to calculate vacation leave.

Section 32.3 Scheduling Vacation

Vacation scheduling is subject to the approval of the Sheriff who may deny any request based upon the Sheriff's Office's operational needs, workload requirements, or other business reason. All vacation leave requests must be presented in writing and submitted in accordance with the time frames specified in this Agreement.

Section 32.4 Use and Carryover

Vacation leave is to be taken in minimum increments of one (1) hour. Unused vacation leave may be carried over to a maximum of three (3) years following the date in which it was earned. Vacation leave carry over will be at the employee's request. Vacation leave carried over past the three (3) year period will be forfeited by the employee.

Section 32.5 Vacation Payout

An employee, after completion of his new-hire probationary period, shall be entitled to compensation for all accrued, but unused, vacation leave to his credit at the time of resignation, retirement, layoff or discharge. Such payment shall be made at the employee's current rate of pay at the time of such separation.

Section 32.6 Recall from Vacation

In an emergency situation the Sheriff may recall an employee to duty from vacation leave.

ARTICLE 33
PERSONAL DAYS

Section 33.1

Full-time employees shall receive two (2) personal leave days per fiscal year. However, should any other bargaining unit within the Sheriff's Office receive additional personal days, the members covered by this Agreement shall also receive the same number of additional personal leave days. Employees shall follow the notification requirements specified in this Agreement. Personal leave days shall be taken in increments of four (4) hours. Unused personal days may not be carried over from year-to-year.

ARTICLE 34
SICK LEAVE

Section 34.1 Sick Leave Accrual

Each employee while in active pay status shall accumulate up to fifteen (15) days of sick leave per year. Said leave shall be earned at .0575 hours per each hour in active pay status. Active pay status shall include hours actually worked, except overtime hours, or hours in sick leave, compensatory time, paid holidays, personal leave, or in vacation leave status. Sick leave shall not accrue while an employee is in any unpaid status including leave of absence, layoff or suspension.

Section 34.2 Charge of Sick Leave

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or workweek earnings. Under no circumstances shall sick leave be advanced prior to being accumulated.

Section 34.3 Use of Sick Leave

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

1. Illness or injury of the employee;

2. Illness or injury to a member of the employee's immediate family requiring the presence of the employee;

3. Medical, dental, or optical examinations, or treatment of the employee or a member of his immediate family which requires the employee, and which cannot be scheduled during non-work hours;

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

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

6. Paternity leave [limited to five (5) consecutive days for child's birth and bonding];

7. Death of a member of his 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 five (5) working days.

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; current father-in-law, current mother-in-law, current son-in-law, and current daughter-in-law; half-brother; half-sister; step child, or any dependent person living in the same household on a continuous basis.

Section 34.4 Notification to Employer

When an employee is unable to report to work, he shall notify the Dispatcher or his immediate supervisor one and one-half (1½) hours before the time the employee is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or the employee has made other reporting arrangements with his immediate supervisor.

Section 34.5 Sick Leave Request Form

Upon return to work from sick leave, an employee shall complete and sign a request for sick leave use on a form provided by the Sheriff to justify the use of sick leave, and shall provide a medical certification if required, as specified in this Article. Such form shall be submitted to the supervisor immediately upon return to work. Employees failing to comply with the sick leave use and notification requirements specified in this Agreement shall not be paid for sick leave requested. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Section 34.6 Medical Appointment Requirements

When an employee is on sick leave for a scheduled medical appointment for himself or an immediate family member, the employee will notify the Office prior to the time of the medical appointment, and will be expected to return to work following the appointment, if a reasonable amount of time remains in the employee's scheduled work day. If the employee is unable to return to work because he is medically unable to work following the appointment, or if the employee's family member is ill or injured requiring the

presence of the employee, the employee shall so notify the Sheriff and request sick leave approval for the additional needed time. However, the employee may request such additional time prior to the appointment if the need for such time can be anticipated.

Section 34.7 Medical Statement May be Required

When an employee utilizes sick leave for medical appointments, or when an absence is more than one (1) day, or on a recurring basis for the same illness or injury, the Sheriff may 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. The Sheriff reserves the right to investigate and verify any employee's absence.

Abuse or falsification of documentation or information provided to the Sheriff for the purpose of limiting the number of occurrences credited off of the employee's balance is prohibited, and will subject the employee to disciplinary action, up to and including discharge.

Section 34.8 Substitution of Vacation Leave

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, compensatory time, and family and medical leave, may, at the discretion of the Sheriff, be granted a personal leave of absence without pay for a period not to exceed six (6) months.

Section 34.9 Payout of Sick Leave

Upon retirement under the provisions of the Public Employee's Retirement System, an employee with a minimum of ten (10) years of continuous service may convert up to one-half (½) of his accumulated, but unused sick leave, not to exceed a maximum of two hundred forty (240) hours.

If a member is killed in the line of duty, the estate of the member will receive one hundred percent (100%) of the employee's sick leave balance at the time of the employee's death.

Section 34.10 Sick Leave Incentive

Effective annually, established by the County's fiscal year, each employee shall be credited with a five hundred dollar [$500.00] sick leave incentive bonus which shall become payable to each eligible employee in January of the following year, in whole or part, in accordance with the terms and conditions specified herein. For each occurrence that an employee takes sick leave during the course of the fiscal year in which the five hundred dollars [$500.00] was credited, the sick leave incentive bonus shall be reduced by one hundred dollars [$100.00].

Section 34.11 Sick Occurrence Guidelines

General guidelines, specified on the chart below, shall be followed when determining whether leave counts as an occurrence, and to determine the number of occurrences. This chart outlines common situations that may typically occur during the course of this Agreement. Other situations, not covered by these guidelines, will be handled on a case-by-case basis, with the determination to be made by the Sheriff. The Sheriff will strive to apply these determinations consistently and in accordance with the general principles set forth in these guidelines.

Situation	**Number of Occurrences**
Employee calls off sick for one full day	1
Employee calls off sick for two or more consecutive days for the same illness or injury	1
Employee calls off sick for one or more consecutive days, returns for one or more days, then needs additional time off because of a reoccurrence of the same illness or injury	1
An employee calls off sick for one full day for one reason, then is approved for another day off for another unrelated illness or injury	2
The employee is approved for sick leave for reasons that are covered by Family and Medical Leave Act, and the Sheriff designates as FMLA by notifying the employee, in writing	0
Employee is approved for up to ½ day to go to the dentist or physical exam [physician's statement required]	0
Employee is approved for more than ½ day to go to the dentist or physical exam	1
Death of an immediate family member	0
1 day for Pregnancy or Paternity Leave	1
Illness or injury to a member of the employee's immediate family member requiring the presence of the employee	1
1 or more consecutive days off due to exposure of the employee to a contagious disease	1

ARTICLE 35
INJURY LEAVE

Section 35.1 Wage Continuation for On-Duty Injury or Occupational Illness

In the event of a service-connected injury or occupational illness incurred in the active discharge of duty, the Employer may grant the employee full pay for a period not to exceed twelve (12) calendar weeks. The payment by the Employer shall take the place of payment by the Bureau. Wage continuation will be made only during the period of time that worker's compensation benefits would otherwise be paid by the Bureau of Workers' Compensation. In most cases payments will commence upon receipt of proof of disability from the preferred medical provider and a completed claim application. Injury leave is granted on a per incident basis.

The payment by the Employer shall be taxable income to the employee and subject to the same tax withholding requirements as the employee's regular wage. Receipt of wage continuation payments will be in lieu of worker's compensation lost time benefits. The payment of medical benefits will continue to be the responsibility of the Bureau of Workers' Compensation.

If the period of disability exceeds twelve (12) weeks, the Employer may, at its discretion, extend wage continuation payments for additional periods of time. Injury leave benefits beyond twelve (12) weeks will be calculated at the same rate of pay the injured worker was making at the time of injury. Alternatively, after twelve (12) weeks, the Employer may request that the employee commence payment from the Bureau of Workers' Compensation.

Section 35.2 Benefit Time

Notwithstanding any other provisions to the contrary in this Agreement, an employee shall not accrue nor utilize any benefit time (whether vacation leave, holiday leave or other benefit leave) while on wage continuation.

Section 35.3 Reporting of On-Duty Injury or Illness

Any employee claiming a service-connected injury or illness shall report such illness or injury immediately after the incident causing injury or illness, or if applicable, upon acquiring knowledge of a work-related illness to his supervisor who shall immediately conduct an investigation pertaining to the circumstances surrounding the illness or injury.

Section 35.4 Filing for Workers' Compensation

Any employee claiming a service-connected illness or injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation.

Section 35.5 Denial of Workers' Compensation

If the injury claim is denied by Workers' Compensation, the employee shall revert to sick leave status if eligible for sick leave, and any time spent on injury leave will be deducted from the employee's sick leave balance and then, if necessary from the employee's compensatory time, personal days and vacation leave.

Section 35.6 Payment by a Third Party

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, he 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 his recovery, after deduction for attorney fees and costs of litigation.

ARTICLE 36
COURT LEAVE/JURY DUTY LEAVE

Section 36.1 Leave to be Granted

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;

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.

Section 36.2 Reimbursement to Employer

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 36.3 Return to Duty

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

ARTICLE 37
MILITARY LEAVE

The Employer agrees to abide by the requirements of Ohio Revised Code § 5923 et. seq. and any and all other state and federal laws concerning military leave for bargaining unit members.

ARTICLE 38
LEAVE OF ABSENCE WITHOUT PAY

Section 38.1 Leaves May be Granted

Upon written request, the Employer may grant a leave of absence without pay. Leaves without pay must be requested, in writing, in accordance with the notification requirements specified herein, and shall state the specific reasons[s], the beginning date, the ending date and the duration of the requested leave. Twenty (20) working days advance written notice shall be required when requesting a leave of absence without pay over five (5) days, with the exception of documented medical emergencies. Leaves of absence without pay for periods of time under five (5) days shall follow the advance notification procedures required when requesting vacation leave.

Section 38.2 Duration of Leave

The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months. 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 38.3 Authorization of Leave

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 38.4 Return from Leave

Upon returning from a leave of absence, the Employer shall place the employee back into a deputy position, with the deputy's division assignment made by the Sheriff, at the Sheriff's discretion. 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 prior approved by the Employer.

Section 38.5 Failure to Return from Leave

Any employee who fails to return to duty within three (3) working days after completion or valid cancellation of a leave of absence without reporting to the Employer shall be considered to have resigned.

Section 38.6 Benefits While on Leave

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

Section 38.7 Abuse of Leave

If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose[s] specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to report back to work at a specified date and time. In addition, the employee will be subject to disciplinary action, at the discretion of the Sheriff.

ARTICLE 39
LEAVE NOTIFICATION

Section 39.1 Requirements

Employees shall follow the leave notification timeframes specified in Section 39.2 when requesting approval for any paid or unpaid leave specified in this Agreement.

Section 39.2 Leave Notification Requirements

A. Seventy-two (72) hours advance written notice when requesting up to one (1) day of leave. (Employee must notify the division supervisor)

B. Seven (7) calendar days advance written notice when requesting more than one (1) but less than five (5) days of leave.

C. Fourteen (14) calendar days advance written notice when requesting more than (5) or more days of leave.

Section 39.3 Requesting Different Types of Leave

When an employee wishes to request different types of leave to be used contiguously [e.g., personal leave then immediately followed by vacation leave], the total amount of time requested shall be used to determine the required leave notification timeframe specified in the Section 39.2.

Section 39.4 Exceptions to and Waiver of Requirements

Exceptions to this time frame requirement may be granted by the Sheriff or designee when an employee requests paid personal days, or in the event personal time has been exhausted, use of compensatory time leave on a case-by-case basis.

The Sheriff shall waive the leave notification timeline for injury leave or sick leave. The Sheriff may waive the leave notification timeline for vacation and compensatory time only when the employee uses such leave for documented sick leave purposes.

Section 39.5 Cancelling a Leave Request

An employee must give to the Sheriff a minimum of five (5) days notice of cancellation of any prior approved leave.

ARTICLE 40
FAMILY AND MEDICAL LEAVE

Section 40.1

Family and Medical Leave will be granted to an employee consistent with the provision of state and federal law and as specified in the Employer's policy manual.

ARTICLE 41
INSURANCE

Section 41.1 Insurance to be Provided

The Employer shall, for the terms of this Agreement, make available to each full-time employee in active pay status the hospitalization, dental, and vision benefits that are provided to other county general fund employees by the County Commissioners.

Section 41.2 Premium Contributions

During the term of this Agreement, the contribution of premium shall be split between the parties as follows:

A. Coverage other than Single **B. Single Coverage**

	Employer	Employee			Employer	Employee
2013	80%	20%		**2013**	90%	10%
2014	80%	20%		**2014**	85%	15%
2015	80%	20%		**2015**	80%	20%

Section 41.3 Life Insurance

The employer agrees to provide at its expense, term life insurance in the amount of ten thousand dollars [$10,000.00] for each employee covered by this Agreement with accidental death and dismemberment coverage.

Section 41.4 Professional Liability

The Employer agrees to carry professional liability insurance for all members of the bargaining unit.

ARTICLE 42
DURATION

Section 42.1

This Agreement shall be effective as of December 1, 2012 and shall remain in full force and effect through midnight, November 30, 2015. The parties shall continue in full force and effect all terms and conditions of the Agreement herein until a new agreement is either agreed upon between the parties or imposed by operation of law.

Section 42.2

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 pursuant to the State Employment Relations Board (OAC 4117-9-02).

EXECUTION

In witness whereof, the parties have executed this Agreement as of the ____ day of _____, 2013 in Madison County, Ohio.

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

Andrea H. Johan, Staff Representative

Jacob Gibson,
Deputy Unit Team Member

Michael Talbert,
Deputy Unit Team Member

Anna Bingman,
Deputy Unit Team Member

For the Madison County Sheriff:

Sheriff James Sabin

Approved as to Form:

Rufus B. Hurst, Attorney for the
Madison County Sheriff's Office

MEMORANDUM OF UNDERSTANDING

During the term of this Agreement (December 1, 2012- November 30, 2015) the Employer shall provide a signing bonus each January to the employees covered by this Agreement as follows:

Those taking single health coverage:	$250.00
Those taking any other health coverage:	$100.00
Those opting out of health coverage:	$100.00

Additionally, the parties agree that any individual who elects to change health insurance coverage after selecting a coverage during the open enrollment period each year from single coverage to any other form of coverage or who no longer wishes to maintain the "op-out" status will not be entitled to the payment applicable to this class of payments.

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

Andrea H. Johan, Staff Representative

Jacob Gibson,
Deputy Unit Team Member

Michael Talbert,
Deputy Unit Team Member

Anna Bingman,
Deputy Unit Team Member

For the Madison County Sheriff:

Sheriff James Sabin

Approved as to Form:

Rufus B. Hurst, Attorney for the
Madison County Sheriff's Office

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

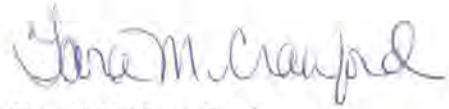
IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s):	12-MED-08-0725 (Deputies)
and,		
MADISON COUNTY SHERIFF, EMPLOYER.		

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



Tara M. Crawford
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F.O.P., O.L.C.I.
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sabin@madisonsheriff.org
Mr. Rufus Hurst
Hurst.r.b@gmail.com