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AGREEMENT

Between

**BUTLER COUNTY SHERIFF'S OFFICE
RICHARD K. JONES**

and

LODGE 101, FRATERNAL ORDER OF POLICE

2014 JAN 17 PM 2:34

STATE EMPLOYMENT
RELATIONS BOARD

(February 10, 2013 to February 6, 2016)

(SERGEANTS AND LIEUTENANTS)

Approved by the Butler County Board of Commissioners:

**Cindy Carpenter
Don Dixon
T.C. Rogers**

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AGREEMENT

AGREEMENT made and entered into this ____ day of May, 2013, by and between the **BUTLER COUNTY SHERIFF** (hereinafter called the “Sheriff” or “Employer” or “Management”) and **THE FRATERNAL ORDER OF POLICE, LODGE 101**, (hereinafter referred to as “Union” or “FOP”) acting herein on behalf of the Employees of the Sheriff, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the “Employees.”

WITNESSETH

WHEREAS, the Sheriff recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Butler County and surrounding communities and to set forth herein their agreement covering wages, hours, and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Recognition - The Collective Bargaining Unit

1. The Sheriff recognizes the Union as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all Sergeants and Lieutenants employed by the Employer but excluding all other employees. Employees in the classification of Deputy Sheriff/Corrections Sergeant are specifically not included within this bargaining unit.

2. Whenever the word “Employee” is used in this Agreement, it shall be deemed to

mean the employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

ARTICLE II
Dues Deduction

1. Upon presentation of a written deduction authorization by the Employee, the Employer will cause the deduction of the periodic dues, initiation fees, and assessments owed by the Employee to the Union and forward the same to the Union. The Treasurer of the Union will promptly issue a receipt to the Employer for all dues, initiation fees, and assessments within ten (10) days of the receipt of said funds.

2. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

3. The Employer shall be relieved from making such "check off" deductions upon:
- (a) termination of employment, or
 - (b) transfer to a job other than one covered by the bargaining unit, or
 - (c) lay off from work, or
 - (d) an agreed leave of absence or
 - (e) written revocation of the check off authorization by the Employee submitted during the period of 120 to 60 days prior to the expiration of this Agreement, or after the expiration of this Agreement.

4. The Employer shall not be obliged to make dues deductions of any kind from the wages of any Employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees, or assessment deductions.

ARTICLE III
The Americans with Disabilities Act of 1990

1. The Americans with Disabilities Act of 1990 (the "ADA") requires the Employer and the Union to remove all barriers to the employment of qualified individuals with disabilities and to reasonably accommodate disabilities unless such accommodation would result in an undue hardship. Accordingly, notwithstanding the other provisions of this Agreement, the Employer may undertake any action required in order to secure compliance with the ADA or to reasonably accommodate a person with a disability, including but not limited to the restructuring of positions, modification of hours or location of work, reassignment or transfer of an Employee, reallocation of duties, modification of leave policies, or any other form of reasonable accommodation.

ARTICLE IV
Union Activity, Visitation and Bulletin Boards

1. Upon reasonable notification to a management representative on the premises, a non-employee representative of the Union may have access to the Employer's premises for the purposes of conferring with Management, delegates of the Union, or Employees for the purpose administering this Agreement and provided that the Employer's operation shall not be impaired.

2. The Employer shall provide three (3) Bulletin Boards which shall be used for the purpose of posting proper Union notices. Such Bulletin Boards shall be placed in the Employees' squad room, the Jail, and the Government Services Center control center. The Employer may remove any notice which attacks another Employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.

3. No insignia which has not been authorized by the Employer shall be worn on

Employee uniforms, except for the FOP tie tacks or flag pins as approved by the Uniform and Car Marking Committee of the Buckeye State Sheriff's Association.

4. No Union business may be conducted during work time without the prior approval of a management representative in the rank of Captain or above; provided, however, that in the event no such management representative is present on the Employer's premises, the Employee or Union representative is permitted to contact the appropriate Division Captain, or the Chief Deputy or Major at his or her home residence or by pager to request such approval. Within three (3) calendar days of any such authorization by telephone, the Union shall provide to the Chief Deputy a written report stating the length of time that the Union business was conducted, the Employees involved, and the reason that such business could not be conducted outside work time. The Employer shall permit the Union to place a file cabinet in the squad room of the Patrol Division in order to store materials used by Union representatives, and authorized Employees and Union representatives shall be given reasonable access to the cabinet as needed, in a manner otherwise consistent with this Article. It is the Union's responsibility to secure the contents of this cabinet.

5. Whenever an Employee is entitled to representation under Ohio law in any meeting or proceeding under this Agreement, including but not limited to disciplinary investigations or proceedings or grievance and arbitration hearings, then the Employee may be represented by the Union but is entitled to no other representation not authorized by the Union, notwithstanding the provisions of Section 9.84 of the Revised Code or any other provision of Ohio law. The Employee may be represented by privately secured counsel provided that the Union authorizes such representation. This Section does not apply to legal proceedings outside of the scope of this Agreement or the collective bargaining relationship, where the right to

counsel is provided by federal or state law.

ARTICLE V
Probationary Employees

1. Newly hired employees shall be considered probationary for a period not to exceed one (1) year. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of reporting for work.

2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of the Agreement.

3. All promotions within the unit described in this Agreement shall be probationary for a period of one (1) year; provided that an Employee promoted to a classification while serving an acting appointment in that same classification, with no break in service, shall be eligible to count the continuous period of the acting appointment toward the probationary period, to a maximum of six (6) months. Prior to the expiration of the promotional probationary period, the Employer may demote the probationer to the position from which the probationer was promoted and such demotion shall not be subject to the grievance and arbitration procedure of this Agreement.

4. The period of any initial probationary period under Section 1 may be extended by the Sheriff, for a period not to exceed an additional ninety (90) days. The Employer will give the Employee notice, in writing, of the reason for the extension. Further, any initial or promotional probationary period shall be extended by a time equivalent to any leave of absence that exceeds twenty (20) work days.

5. Notwithstanding the provisions of Article XXVI (Transfers), the Sheriff shall not

transfer Employees, either within or between Divisions, during an initial or promotional probationary period, unless:

- (a) The probationary Employee is the sole applicant for the transfer; or
- (b) There are special operational needs, in which case the Sheriff, Chief Deputy, or Major shall notify the Union President of the transfer and the reasons for it. The Union may request a meeting of the Labor-Management Committee to discuss any concerns relating to the transfer.

ARTICLE VI
Management Rights

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's right and responsibility to:

- (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 Employer, standards of services, its overall budget, including wages, utilization of technology, and organizational structure;
- (b) direct, supervise, assign, reassign, schedule, evaluate, hire, suspend, discipline, demote, discharge for just cause, or lay off, transfer, promote, or retain employees;
- (c) maintain and improve the efficiency and effectiveness of the Employer's operations;
- (d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- (e) determine the adequacy of the work force, as well as to make, amend, and enforce

work rules and regulations, standard operation procedures, and general and special orders;

- (f) determine the overall mission of the Employer as a unit of government;
- (g) effectively manage the work force;
- (h) take actions to carry out the mission of the Employer as a governmental unit.

2. It is agreed that the above listings of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

3. Notwithstanding Section 4117.08 of the Ohio Revised Code, during the term of this Agreement the Employer is not required to bargain on any subjects, including but not limited to those enumerated above, reserved to and retained by the Employer under this Article.

ARTICLE VII

Seniority

1. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated in the classifications in the bargaining units represented by FOP, Lodge #101 as a permanent full-time Employee in the service of the Butler County Sheriff. Whenever the term “seniority” is used in this Agreement, without qualifying terms such as “rank” or “divisional,” the definition used in this Section shall apply.

2. Accrual.

- (a) An Employee’s seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reports for work.

- (b) Seniority shall accrue during a continuous authorized leave of absence without pay up to twelve (12) months provided that the Employee returns to work immediately following the expiration of such leave of absence; and during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

3. Loss of Seniority. Except as otherwise provided an Employee's seniority shall be lost when he or she:

- (a) terminates voluntarily unless the Employee returns to the Department within twelve (12) months;
- (b) is discharged for cause;
- (c) exceeds an official leave of absence;
- (d) is laid off for a period of more than twenty-four (24) months.

Notwithstanding this provision, a member laid off or reduced in rank during the period of February 13, 2010 to February 9, 2013 shall not lose their seniority for a period of three (3) years.

- (e) fails to notify the Employer of his or her intent return to work on a recall from layoff, within five (5) days after the Employee received notice by certified letter or hand-delivered notice with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his or her current address. The Employee must then actually return to duty within twenty-one (21) days of receiving the notice of recall.

ARTICLE VIII
No Strike or Lockout

1. No Employee shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work.

2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work.

3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) publicly disavow such action by the Employees;
- (b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- (c) notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- (d) post notices at the Union Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

4. The Employer agrees that it will not lockout Employees during the term of this Agreement and the Union and Employees agree that no picketing against the Employer will occur during the term of this Agreement.

ARTICLE IX
Discharge and Discipline

1. The Employer shall have the right to discharge, reduce, suspend, or discipline any Employee for just cause.

2. In the event of a suspension, reduction, or discharge for disciplinary reasons, the grievance and arbitration procedure of this Agreement shall be applicable.

3. Anonymous complaints shall not be the basis for disciplinary action unless independent evidence supports the allegations in the anonymous complaint.

4. Any time the Employer or other management representatives have reason to investigate or discipline an Employee, it shall be done in a proper, professional and business-like manner that, to the extent reasonable and practical, will not embarrass the Employee before other employees or the public.

5. With respect to all written disciplinary matters, the Employer will notify the Employee, in writing, of the discharge, reduction, suspension, or written reprimand within forty-five (45) calendar days of the completion of the investigation of the infraction that gave rise to the discipline. This period of time may be extended by the Employer upon notice to the Employee and the Union, with an explanation of the reasons for the extension, for a maximum of twenty-one (21) calendar days, or for a longer period of time if the Employer and Union agree or in any case involving criminal investigation or prosecution. The Employer shall not unreasonably delay, prolong, impede an investigation for the purpose of evading the requirements of this section. Any such discipline imposed shall be imposed within a reasonable time of the infraction that gave rise to it. If the Union desires to contest a suspension, reduction, or discharge, it shall file a grievance within a period not to exceed ten (10) calendar days from the date of the above notice; provided that if the tenth (10th) day falls on a Saturday, Sunday, or holiday for which the Sheriff's administrative offices are closed, the Union may file the grievance by the close of the next business day. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at

Step 3 of the grievance procedure. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand. In addition, an Employee may request a meeting with his or her Division Commander to review and contest any written reprimand or corrective interview with which the Employee disagrees, and the Employee may be accompanied by a Union representative. Such disciplinary actions are not otherwise subject to the grievance and arbitration procedure.

6. When the Employer determines that a disciplinary investigation is warranted, an Employee who is the target of potential disciplinary action under this investigation shall be given written notice to this effect prior to any investigatory interview of that Employee, and the Employee shall have the right to FOP representation during any subsequent interview concerning such investigation. This procedure is not applicable to criminal investigations, where the constitutionally and legally required protections, notices, and waivers are applicable.

7. Prior to discharge, reduction, or suspension of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, an explanation of the Employer's evidence, and an opportunity to present a response to the charges. The sheriff or his designee shall conduct the predisciplinary hearing. The hearing shall be held no sooner than seventy-two (72) hours after the notice is served on the Employee. If, in the Employer's judgment, the presence of the Employee pending the predisciplinary hearing or the imposition of discipline might create disturbance or disruption in the work place or place others at risk, the Employer may place the Employee on suspension pending the outcome of the hearing. Any such pre-hearing suspension shall be with pay unless there has been an independent finding of probable cause, such as an indictment or arrest followed by a court determination of probable cause. If the Employee is placed on suspension without pay

pending the predisciplinary hearing, and the Employer determines in the investigation or hearing that the charges made were without merit, the Employer shall credit the Employee for the pay lost during the suspension. The Employee may be represented by the Union in any predisciplinary hearing or investigatory interview in which the Employee is the potential target for disciplinary action, but is not otherwise entitled to counsel or representation other than the Union, notwithstanding any other provision of Ohio law.

8. Discipline shall be imposed in a progressive manner in accordance with the principles of just cause, and may include:

- (a) Oral reprimand;
- (b) Corrective interview;
- (c) Written reprimand;
- (d) At the option of the Employer, with the concurrence of the Employee, loss of vacation leave, compensatory time off, or holiday compensatory time;
- (e) Suspension without pay;
- (f) Demotion or reduction;
- (g) Discharge from employment.

Nothing in this Section shall be construed, however, as creating required steps in disciplinary action or as barring the Employer from imposing discipline in an accelerated manner or more than one type of discipline where otherwise consistent with the principles of just cause.

9. Following the discharge of an Employee, the Employer shall request the Auditor to issue a warrant, in the next subsequent pay period, to the Employee for all wages and other compensation earned and due to the Employee, less any deduction for County property withheld or debts owed pursuant to law or this Agreement.

10. Polygraph examinations of Employees are subject to the following requirements:
- (a) Prior to the examination, the Employer must identify the nature of the investigation being conducted; whether the investigation is disciplinary or criminal in nature; and whether the Employee has been determined, at the time of the examination, to be a target of the investigation.
 - (b) In the event the Employee is the target of a disciplinary investigation, the Employer may not require the Employee to answer questions that may tend to incriminate him under criminal laws unless he is assured that statements in the examination cannot be used in any subsequent criminal proceedings, and the Employee must be advised that failure to undergo a polygraph examination when ordered may be sufficient cause for discharge of the Employee.
 - (c) In the event that the Employee is the target of a criminal investigation, the polygraph examinations may not proceed until the Employee is advised of his or her rights under federal constitutional law in connection with the examination, as set forth in *Miranda v. Arizona*, including any subsequent modifications of that decision.
 - (d) The questions to be asked during the polygraph examination shall be narrowly and specifically directed to the investigation, and the Examiner shall verbally review the questions with the Employee prior to the actual examination.
 - (e) The Employee may submit for inclusion in the investigatory file the results of any polygraph examination conducted by an independent,

certified examiner recognized by the American Polygraph Society. Any such examination shall be at the Employee's expense.

- (f) Nothing in this Article prevents the Union or Employee from arguing whether the results of a polygraph are admissible in any disciplinary, arbitration, or court proceeding.
- (g) The Employee is entitled to representation by the Union at all stages of the polygraph examination except during the actual use of the polygraph instrument.

11. The Employer shall not impose discipline upon Employee in violation of the time limits provided in Section 5 of this Article.

ARTICLE X

Grievance Procedure

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof. Furthermore, this procedure is intended to supersede all provisions in the Revised Code, the rules of the Director of Administrative Services, and the State Personnel Board of Review regarding any and all matters subject to the Grievance and Disciplinary Procedures of this Agreement or otherwise made subject to this Agreement.

2. All grievances must be in writing and must contain the following information to be considered:

- (a) The grievant's name and signature (the Union representative may sign if acting for the grievant, but the grievant's name must be included unless the Union is the grievant);

- (b) the grievant's classification;
- (c) the date the grievance was first discussed at the Informal Step;
- (d) the name of the supervisor with whom the grievance was discussed at the Informal Step;
- (e) as much information as possible regarding the events that gave rise to the grievance, including the date and time, to the extent possible, that such events occurred;
- (f) the specific provisions of the Agreement alleged to have been violated; and
- (g) the remedy sought to resolve the grievance.

3. A grievance shall be processed and disposed of in the following manner:

Informal Step: Prior to reducing any grievance to writing pursuant to Step 1, the grievant shall discuss the subject of the grievance with his or her Division Captain or Major, as appropriate, and attempt to resolve the matter informally.

Step 1: Within a reasonable time, not to exceed ten (10) calendar days following the date that the grievant knew or should have known of the occurrence, an Employee having a grievance or his or her Union representative shall put the grievance in writing and take it to the Captain of the grievant's Division or, if none, the Major for that Division. The Employer shall give its answer to the grievant (or his or her Union representative) within ten (10) calendar days after the presentation of the grievance in Step 1. Within this twenty (20) calendar day period, the Employee is encouraged to seek to resolve the grievance on an informal basis.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven

(7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Chief Deputy or his designee. The Employer shall give its answer to the grievant or the Union representative with seven (7) calendar days after the presentation of the grievance in Step 2.

Step 3: If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the answer in Step 2, be presented in Step 3 in writing to the Sheriff, or his designee. At this time a Local or other representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within fourteen (14) calendar days after its presentation.

4. The parties may agree to extend the time limits for grievance or responses at any step at any time. Any disposition of a grievance form which no appeal is taken within the time limits specified herein or any agreed extension thereof shall be deemed resolved based on the Employer's last answer and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. If the Employer's last answer is not received within the time period allotted, the grievance shall automatically proceed to the next step. For purposes of calculating filing and response times under this Article, if the final day of the period for filing or appealing the grievance or responding thereto falls on a Saturday, Sunday, or holiday for which the Sheriff's administrative offices are closed, the party may file the grievance, appeal, or response by the close of the next business day.

5. Any grievance regarding a suspension, reduction (demotion), or discharge of an Employee shall commence Step 3 of this procedure.

6. The Employee may be represented by the Union in any grievance or arbitration proceeding under this Agreement, but is not otherwise entitled to counsel or representation other than the Union, notwithstanding any other provision of Ohio law.

ARTICLE XI
Personnel Files

1. Within a reasonable time of request, an Employee may inspect his or her personnel file, provided such requests have not been made with unreasonable frequency. The following requirements govern such requests:

- (a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer. With prior notification to the Employer, the Employee may have a representative present during such inspection. The Employee may designate, by presentation of a signed, written authorization, a representative to inspect the Employee's personnel file in his or her place, subject to the other provisions of this Article.
- (b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.
- (c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.
- (d) The Employee shall receive a copy of any written disciplinary action placed in his or her personnel file.

2. In the event any person or organization other than an official, employee, or agent of Butler County, the Union, or a state or federal agency, has requested to inspect a current

Employee's personnel file or other records relating to that Employee's performance, the Employer shall attempt to notify the Employee at work or using the telephone number provided by the Employee. The Employer's obligation to notify the Employee under this Section is satisfied by attempting to reach the Employee and leaving a message, if possible. The Employee may request to inspect his or her personnel file no later than 24 hours of the notification in order to object to the release of any item that the Employee does not believe is a public record under Ohio law. It is not a basis to extend this inspection period that an Employee is on leave or unavailable, although the Employee may designate a Union representative to inspect the file and make objections in his or her stead within this period. The Employer will redact items in the personnel file that do not fit the definition of public record under Ohio law prior to releasing the records. The parties understand that the notification and inspection provisions of this Section may not inhibit the timely release of public records pursuant to a lawful request. This provision for notification and opportunity for inspection does not apply to any former Employee.

3. If an Employee or the Union believe that any information contained within a personnel file or other personnel records is not a public record or otherwise may not be disclosed pursuant to federal or state law, then the Employee or Union shall immediately notify the Employer, in writing, of the objection, and the Employer shall determine the validity of the objections prior to releasing the information. The determination of whether or not items are public records is a matter of Ohio law, and is not subject to the grievance and arbitration procedure.

4. An Employee may submit a request in writing, to the Major, Chief Deputy, or Sheriff, to remove a disciplinary action from his or her personnel file to be placed in a separate record. Such requests may be made no more often than once per year. The Sheriff's decision in

response to such a request lies in the Sheriff's sole discretion, and is not subject to the grievance and arbitration procedure.

ARTICLE XII
Arbitration

1. A grievance as defined in Article X which has not been resolved there under may, within forty-five (45) calendar days after the completion of Step 3 of the Grievance Procedure be referred for arbitration by either party to this Agreement by directing a written demand therefore to the American Arbitration Association (AAA), with a copy of said notice to the other party. The arbitrator shall be selected from a panel of arbitrators furnished by AAA. The arbitration and selection of the arbitrator shall be conducted in conformity with AAA rules.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. The arbitrator shall submit his or her decision in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

4. The award of the arbitrator hereunder shall be final and binding on the Employer, the Union, and the Employees.

5. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in the article addressing Management Rights, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, and procedures provided such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible under this

Agreement. This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the County's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever source.

ARTICLE XIII
Hours of Work and Overtime

1. Shift Assignments. Eligible Employees as specified below shall be assigned to fixed shifts in accordance with the procedures and restrictions set forth below.

- (a) The shift-bidding procedure provided in this subsection applies only to Lieutenants and Sergeants assigned to the Road Patrol, with the exception of Sergeants and Lieutenants assigned to work pursuant to a township contract, and the Sergeants assigned to the Corrections Division. All other Employees shall have their work hours or shift assignments assigned by the Employer.
- (b) Eligible Employees shall bid for shift preferences within their Division or Unit in December of each year, at a time specified by the Employer, and such assignments shall be awarded the following January on the basis of rank seniority, defined as the Employee's length of continuous service in the particular rank with the Butler County Sheriff's Office. In the event that two or more Employees within the same division or unit have identical rank seniority, the bid order shall be determined by lot or other

method agreed to among the affected Employees. These assignments shall continue until January of the following year, on specific date determined by the Employer. In December of each year, eligible Employees shall re-bid for preferred shift assignments for the following year, which new assignments shall commence within one (1) month of the selection date, on a date specified by the Employer, for a period of one year.

- (c) After the bidding process and the assignment of Employees to fixed shifts pursuant to subsection (b), the Employer may nevertheless reassign an Employee to another shift, with ten (10) days prior, written notice, based on operational needs, including but not limited to personnel shortages, vacancies, conflicts with supervision or co-workers, performance problems on the requested shift, or change in personal or family circumstances.
- (d) Notwithstanding the shift assignment procedure of subsection (b), the Employer may assign a particular Employee to a different shift in order to comply with Ohio Minimum Jail Standards or other specific operational needs.
- (e) If an Employee assigned to a shift is involuntarily transferred or reassigned to a position or section on another shift, and more than three months remain before annual shift bidding, the Employee may exercise his or her seniority to bump a less senior Employee on the shift on which the Employee was assigned prior to the transfer or reassignment.

2. An Employee working in excess of eighty (80) hours in any fourteen (14) day

work period, as defined by the Fair Labor Standards Act ("FLSA"), as amended, shall be paid in cash or in compensatory time off, at the Employee's option, at one and one half his or her regular rate of pay. In addition to "hours worked" as defined by the FLSA, vacation leave, holiday leave, compensatory time, and personal time actually used during the work period shall be counted toward the eighty (80) hour standard. Court Time and Call-Out Time shall be compensated as provided in paragraphs 3 and 4 below. Provided, however, that in the event that a fiscal emergency in the County general fund is declared by the County Commission or the Sheriff's salary-overtime budget is exceeded, hours worked in excess of eighty (80) in any fourteen (14) day work period may be compensated in the form of compensatory time off, rather than cash, on the basis of one and one half hours off for each hour worked in excess of eighty (80) in any fourteen (14) day work period. Time off to use earned compensatory time will be granted at a mutually agreeable time within sixty (60) days of the written request made by the Employee or, at the option of the Employer, such time will be paid at the Employee's regular rate of pay. No Employee shall be permitted to accrue more than three hundred sixty (360) hours of unused compensatory time, including both regular compensatory time and holiday compensatory time, except with the prior, written approval of the Employer, and any Employee who has accrued unused compensatory time to the three hundred sixty (360) limit shall be paid in cash for additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher. An Employee may request cashing out of up to twenty-four (24) hours of compensatory time off, at the Employee's regular rate at the time of payment, no more than once

each calendar year. Any such request shall be submitted no later than the first day of November, and the payment will be issued to the Employee in December. The Sheriff may deny such requests in a period of fiscal emergency or when there are not sufficient funds in the budget appropriation to accommodate the request.

3. The Employer shall endeavor to schedule work weeks during the pay period with scheduled officers working five (5) days on and two (2) days off. In the event the Employer undertakes to change Employees from a five (5) day schedule, the Employer shall provide thirty (30) days' written notice of such intent to the Union and, upon the Union's request, shall meet and confer with the Union about the schedule change. Scheduled shifts and hours of work performed by Employees covered by this Agreement shall remain flexible depending upon the needs of the Employer and, for reasons of efficiency and economy, the Employer may schedule time off within the work period to minimize its overtime liability. When an Employee has worked overtime in a work period by reason of prisoner transportation or other travel within the FLSA definition of "hours worked," the Employer may minimize its overtime liability by rescheduling the Employee's hours in the remainder of that work period. The Employer shall reasonably attempt to post schedules thirty (30) days in advance and will make every effort to notify individuals of any change in the posted schedule as soon as possible.

4. Court Time. When Employees are required to be present during scheduled time off not contiguous with the beginning or end of a scheduled shift, the Employees shall be paid for the actual hours worked at the appropriate rate under Section 2 (straight time or time-and-one-half if over eighty (80) hours in fourteen (14) days), or the equivalent of four (4) hours of pay at straight time rates, whichever is greater, in either compensatory time or cash, at the option of the Employee, subject to the budgetary restrictions of Section 2.

5. Call-Out Time. Any Employee called into work for a period not contiguous with the beginning or end of his or her scheduled shift, will be paid for the actual hours worked at the appropriate rate under Section 2 (straight time or time-and-one-half if over eighty (80) hours in fourteen (14) days) or the equivalent of four (4) hours of pay at straight time rates, whichever is greater, in either compensatory time or cash, at the option of the Employee, subject to the budgetary restrictions of Section 2. Further, if a supervisor in the rank of Captain or above calls an Employee at home and places him or her on a stand-by duty status, and such status has not been previously scheduled, the Employee will be guaranteed a minimum of two (2) hours call-out compensatory time.

6.

- (a) If the Employer places an Employee on call, he or she shall be paid an additional supplement per day for each full day on call, measured by a twenty-four-hour period, as specified below. This compensation shall be in addition to any payment for actual call-out time under Section 5 of this Article, but Employees shall not receive both on-call pay and the call-out compensatory time provided under Section 5 for unscheduled stand-by duty status. The Employer shall determine how many Employees from which classifications and sections are placed on call, provided that the Union may raise any concerns regarding the on-call schedule in a meeting of the Labor Management Committee during the term of this Agreement. Employees who are assigned on-call shall remain within Butler County or one of the bordering counties in which Employees are permitted to reside and shall remain fit for duty at all times while on call.

- (b) The on-call payment shall be, at the Employee's option, one hour's pay for each full day of on-call duty, either in cash or in a one hour of compensatory time off.

7. The Employer may not rescind or cancel compensatory time off that has already been approved without the Employee's consent, except in the case of a state of emergency declared by the Sheriff or Board of County Commissioners for reasons beyond the County's control, such as a natural disaster or other act of God, civil disturbances, or other event involving a disruption of services or issues of public safety.

8. The prisoner transport unit shall be staffed by Employees in the classification of Deputy Sheriff, unless the Employer and Union agree otherwise.

9. Assignment, approval, documentation, compensation, and other matters regarding court time, call-out time, and overtime, except as specifically provided in this Agreement, will be subject to rules and regulations, general orders, and procedures as determined by the Employer after notice to the Union and an opportunity to meet and confer with the Employer concerning the contents of said overtime rules, regulations, general orders, and procedures, except as such changes may be required by the FLSA or applicable regulations; provided further, that if the Employer issues substantive changes in the Employer's rules, regulations, general orders, and procedures which become effective because of an emergency or through inadvertence before the Union is notified and given an opportunity to meet and confer about such changes, the Union, upon request, shall immediately be given an opportunity to meet and confer with respect to such matters.

ARTICLE XIV
Layoff and Recall

1. Grounds and Order of Layoff. The Employer shall determine whether layoffs or job abolishments are necessary for lack of work, lack of funds, or reasons of economy or efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer. If it is determined that layoffs or job abolishments are necessary, Employees will be laid off in the following order within the affected section and classifications:

- (a) Temporary employees;
- (b) Intermittent and seasonal Employees;
- (c) Permanent part-time Employees who have completed their probationary periods;
- (d) Probationary Employees;
- (e) Employees by rank in order of inverse rank seniority.

2. Notice. Employees who are subject to layoff or job abolishment shall be given notice of the action, with the effective date of the action and reference to the recall and grievance procedures of this Agreement, in one of the following manners:

- (a) The Employer shall send the notice by certified or registered mail at least thirty (30) days prior to the effective date of the action to the Employee's last known address; or
- (b) The Employer shall hand-deliver the notice at least twenty-six (26) calendar days prior to the effective date of this action.

3. Displacement Rights. An Employee laid off may displace (bump) the Employee with the least supervisory seniority of a lower rank; provided that the Employee must have more supervisory seniority than the Employee displaced and must meet the minimum qualifications for

that position. The order of ranks for layoff purposes shall be as follows: Lieutenant, Sergeant, Detectives, Deputy Sheriff, and Deputy Sheriff/Court Security. If there are no Employees of their rank with less supervisory seniority, the displaced Employees may then displace the least senior Employee remaining in a lower rank, provided the Employee has more supervisory seniority than the Employee displaced and he or she meets the minimum qualifications for that position. This procedure shall continue until the last Employee in the lowest rank has been reached and, if necessary, laid off.

4. Reassignment following Reduction in Force. The parties agree that a reduction in the work force within a rank may result in the reassignment of Employees to different job assignments within their respective rank, including other sections or division, and reassignment of hours and days of work, subject to the provisions of Article XIII of the Agreement (Hours of Work and Overtime).

5. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, Employees on the recall list shall be recalled to employment in the same rank, in the inverse order of their layoff, provided they continue to meet the minimum qualifications for that position. Employees who are eligible for recall shall be given five (5) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail, telegram, or hand-delivered notice with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within five (5) calendar days after receiving notice of recall. The Employee shall report to work within twenty-one (21) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address

provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

6. In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employee shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

7. An Employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment. In any such arbitration proceeding, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments and whether the grounds existed for layoffs or job abolishments. The arbitrator shall not have the power to determine the reasonableness or appropriateness of the Employer's decision to layoff or abolish positions other than as set forth above.

8. The Employer shall provide the Union with a list of bargaining-unit Employees by rank and date of appointment.

9. The provisions of this Article shall be the sole exclusive authority for the layoff, job abolishment, or recall of Employees subject to this Agreement, notwithstanding any contrary provision of the Revised Code or rules of the Director of Administrative Services.

ARTICLE XV

Unpaid Leave

Employees shall be eligible for unpaid leave in accordance with the following:

1. Pregnancy-Related Leave

(a) An Employee may take accrued sick leave with pay for pregnancy,

childbirth, and related medical conditions. In addition, the Employee may use any accrued vacation leave. Following exhaustion of accrued sick leave, the Employee may request sick leave without pay for pregnancy-related purposes ("pregnancy-related leave"). Sick leave with pay and pregnancy-related leave shall be used only for that period in which the Employee is unable to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by a licensed physician. Within thirty (30) days of the termination of pregnancy, the Employee shall provide a statement by her attending physician stating the period for which the Employee is unable to work and the projected date on which she will be able to return to work.

- (b) Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave or compensatory time. If the Employee presents a physician's statement that the inability to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery and recovery time, is not likely to exceed six (6) months, pregnancy-related leave without pay or benefits up to a period of six (6) months shall be granted to the Employee. The Employer may, at his discretion, extend such leave to twelve (12) months. If the Employee is unable to return to work within twelve (12) months, the

Employee shall be given a disability separation pursuant to Section 5. Pregnancy-related leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy.

- (c) Any additional leave without pay for parental or child care purposes must be requested under the provisions of Section 3 below.

2. Military Leave. Leaves of absence, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

3. Other Leaves. Leaves of absence without pay or benefits for other reasons may be granted at the discretion of the Employer. The Employer shall grant any request for unpaid personal leave where required pursuant to the Family and Medical Leave Act of 1993 and implementing regulations issued by the United States Department of Labor, as provided in the Employer's Family and Medical Leave Act policy attached hereto as Appendix A.

4. When an Employee returns to work following a leave of absence, he or she shall be returned to the Employee's former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

5. Exhaustion of Sick Leave and Disability Separation.

- (a) Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave or compensatory time. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, sick leave without pay or benefits up to a period of six (6) months shall be granted when the Employee is sick or injured and is

without any accumulated sick leave. The Employer may, at his discretion, extend such leave to twelve (12) months.

- (b) If the Employee's physician cannot certify likely recovery within twelve (12) months, or if the Employee remains unable to return to work after the expiration of the twelve month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of two (2) years from the date the Employee was placed on disability separation or unpaid sick leave, whichever is earlier.
- (c) An Employee requesting the reinstatement from a disability separation may be required to submit to an examination by a physician selected by the Employer. The examination must show that the Employee has recovered from the disability and is able to perform all of the material duties of the position to which reinstatement is sought. The Employee shall pay the cost of the examination. In the event the Employee's and Employer's findings are in conflict, the Employer and the Union shall select a third physician, whose evaluation shall be final. The Employer and the Union shall share equally the expense of this evaluation.
- (d) In the event there is no vacancy in the Employee's prior classification or lower classification in the same classification series, the Employee may displace only an Employee with less seniority. If no Employee has less seniority, the Employee requesting reinstatement shall be laid off. Any

Employee displaced by an Employee returning from disability separation shall be subject to the layoff and recall provisions of Article XIV, herein.

6. Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, the Employer shall continue group health insurance coverage at the expense of the Employee to the extent required by federal law. Further, the Employer, may, at the sole discretion of the Board of County Commissioners, continue health insurance coverage for a period, generally not to exceed the first ninety (90) days of an unpaid leave at the Employer's cost. The decision of the Board of County Commissioners whether or not to continue coverage at the Employer's cost shall not be subject to the grievance and arbitration procedures of this Agreement.

7. Abuse of Leave. If the Employer becomes aware at any time during a leave of absence that the leave is not being used for the purposes for which it was granted, the Employer may terminate the leave, order the Employee to return to work, and take such disciplinary action as it may deem appropriate.

ARTICLE XVI

Paid Leave

1. All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror for one (1) day.

2.

(a) Employees, after completing their probationary period, shall be entitled to six (6) hours of personal leave for perfect attendance for each calendar quarter in which no paid or unpaid sick leave is used, with exception of

funeral leave, provided that all personal leave must be utilized by December 31 of the calendar year following the years in which the hours were awarded. Calendar quarters will be defined as January through March, April through June, July through September, and October through December. The Employee may cash out one-half (½) of the value of any unused personal leave by providing written notice to the Employer no later than December 15, and the Employer shall pay one-half (½) of the value of the days at of the Employee's regular rate of pay no later than the last pay of January.

- (b) Unused good attendance or personal leave shall be paid to an Employee who has resigned having given two (2) weeks' notice or to an Employee with four (4) or more years of seniority who has been terminated for reasons other than insubordination, falsifying Employer records, theft, or mistreatment of prisoners, members of the public, or other employees of the Employer.
- (c) In order to qualify for "perfect attendance," the Employee must have used no paid or unpaid sick leave, including unscheduled vacation leave or compensatory time off for purposes of sick leave, and must not have any unpaid absences of all or part of a day by reason of disciplinary action or tardiness. Use of paid sick leave or other paid leave for purposes of funeral leave does not disqualify an Employee for personal days under this Section, provided the Employee submits verification if requested by the Employer.

- (d) In the event that any court or agency with jurisdiction over Butler County issues a determination that days of absence covered by the Family and Medical Leave Act (FMLA) may not be counted for purposes of determining “perfect attendance” as set forth in this Agreement, then upon notice to the Union, the provisions of Section 2 of this Article shall be void, and no further personal leave shall be awarded based on perfect attendance. It shall be sufficient to invoke the provisions of this subsection 2(d) that a court or agency with geographical jurisdiction over Butler County has determined that FMLA-covered absences may not be counted under any perfect-attendance policy and an Employee of the Sheriff has made a claim under the FMLA based on that controlling authority. Employees shall be permitted to use any personal leave that has been credited prior to that date, however.

3. Special Injury Leave

- (a) An Employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and where such injury directly results from a hazard particular to police work, and which is not characteristic of other occupations, and who is off work due to said injury for a continuous period of thirty (30) days, will be compensated at his or her regular rate of pay at the time of the injury less the Employee’s income from disability benefits from Workers’ Compensation or any other state source, for a period of time not

to exceed six (6) months from the date of injury. After the Employee has been off work for a period of thirty (30) continuous days, the Employee shall receive his or her regular pay retroactive to the sixth (6th) work day of the period of continuous absence. Five (5) work days of this period shall be charged against the Employee's sick-leave balance, and the remaining work days for which special injury leave is due shall be recredited to the Employee's sick leave account.

- (b) An Employee claiming the right to receive or who is receiving special injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer, and at the Employer's expense, for the purpose of determining any questions regarding eligibility for and the duration of special injury leave.
- (c) Notwithstanding any other provisions of this Agreement, an Employee on special injury leave or sick leave, whether paid or unpaid, and who is unable to perform his or her regularly assigned duties may, at the discretion of the Employer, be assigned other, transitional duties not requiring great physical exertion in lieu of special injury leave compensation or paid or unpaid sick leave, provided such work is available and the Employer's physician releases the Employee to return to work under such conditions.

4. The Employer shall have the right to demand proof of all items listed above regarding paid leave. Falsification of any information with respect to any paid leave, including

paid sick leave, shall be grounds for disciplinary action up to and including discharge.

ARTICLE XVII

Sick Leave

1. Employees will earn sick leave at the rate of four and six-tenths (4.6) hours for each biweekly pay period in active pay status with the Employer, subject to Section 2 of this Article.

2. Sick leave may only be used by the Employee for the following reasons, which are subject to verification by the Employer as provided in this Article:

- (a) Illness or injury of the Employee;
- (b) Exposure of an Employee to a contagious disease if, by reason of such exposure, the Employee's presence at work would pose a substantial risk of contagion and serious illness to co-workers;
- (c) Pregnancy, childbirth, and related medical conditions, but only to the extent that the Employee is rendered unable to work by reason of such condition;
- (d) Medical, dental, or optical examinations that cannot be scheduled outside normal working hours;
- (e) Serious illness or injury of immediate family members, pursuant to Section 4;
- (f) Death of a member of the Employee's family, pursuant to Section 7 and 8.

3. Pay for any sick leave shall be at the Employee's regular rate of pay. An Employee may not use vacation leave, holiday leave, compensatory time off, or other paid leave for absences due to illness or injury except in cases of extended illness or injury, as provided in

Article XV, Section 5(a).

4. Up to five days of sick leave may be granted when an immediate family member, defined as the spouse, child, brother, sister, parent or legal guardian, legal ward, and grandparent (if the grandparent normally resides in the Employee's home), suffers a serious injury or illness, provided that the Employee's presence is reasonably necessary for the care of the afflicted family member. The Sheriff may, in his discretion, grant more sick leave in cases of a covered family member's life-threatening or disabling illness or injury. Step-children, step-parents, and step-siblings shall be covered under this Section if the relation dates back to the Employee's childhood, such as a step-parent who helped raise the Employee, a step-child who grew up in the Employee's home, or step-siblings who lived in the same home as minors. The Employer may require satisfactory proof of the family member's illness and necessity for the Employee's presence prior to approving the payment of sick leave under this Article. In addition, an Employee may use up to five days of sick leave following the birth of the Employee's child to care for the Employee's spouse and newborn child.

5. At the sole discretion of the Employer, sick leave without pay or benefits up to a period of twelve (12) months may be granted when an Employee is sick or injured and is without any accumulated sick time. Further, an Employee may voluntarily transfer accrued but unused vacation leave to another Employee provided that the transferee has exhausted all of his or her accrued sick leave, is medically unable to return to work upon the exhaustion of the sick leave, and otherwise meets the requirements of eligibility for sick leave. The transferor must provide written notice to the Employer of the transfer of the vacation leave at least seven (7) calendar days in advance of its use by the transferee, and such notice shall include a signed statement that the transferring Employee is forever waiving his or her claim to such leave time.

6.

- (a) Upon retirement from the Butler County Sheriff's Department under the Ohio Public Employees Retirement System, payment shall be made for one-half ($\frac{1}{2}$) of an Employee's accumulated unused sick leave not to exceed three hundred twenty (320) hours' pay.
- (b) Upon the death of an Employee who would have been otherwise eligible to retire under the Ohio Public Employees Retirement System, the Employee's sick leave shall be paid out, as provided in Section 6(a) of this Article, in the following order:
 - (1) The surviving spouse or other beneficiary designated in a written form on file with the Employer;
 - (2) Any one or more of the Employee's children eighteen (18) years of age or older, in equal shares;
 - (3) The father and mother of the Employee, in equal shares, or the survivor of them; or
 - (4) The estate of the Employee.
- (c) If an Employee is killed in the line of duty as a result of adversarial action, all of the Employee's balance of sick leave shall be converted to cash and paid out in the order specified in Section 6(b) of this Article, irrespective of whether the Employee would qualify for retirement.

7.

- (a) An Employee shall be paid sick leave for up to five working days' absence in the event of the death of the Employee's spouse, child, brother, sister,

parents or legal guardian, or legal ward. An Employee shall be paid sick leave for up to three working days' absence for the death of a grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, or father-in-law. The days of funeral leave must coincide with the day of death or day of funeral. Step-children, step-parents, and step-siblings shall be covered under this Section if the relation dates back to the Employee's childhood, such as a step-parent who helped raise the Employee, a step-child who grew up in the Employee's home, or step-siblings who lived in the same home as minors.

- (b) In the event of a death of a relative other than those relatives listed above, the department head may, at his or her discretion, grant one (1) day of sick leave in order that the Employee may attend the funeral.
- (c) An Employee's use of sick leave for funeral purposes shall not be counted as a separated absence for purposes of this Article, or as an absence for purposes of the perfect attendance standard of Article XVI, Section 2(a).

8. In circumstances of unusual distances of travel or extreme weather conditions the Sheriff may, at his sole discretion, grant up to an addition two (2) days of sick leave-funeral leave for the Employee to travel to the funeral of a relative as described in Section 7 above.

9. An Employee who exhausts paid and unpaid sick leave and who remains unable to return to work shall be placed on disability separation in accordance with Article XV (Unpaid Leave).

10.

- (a) Upon request of the Employer, an Employee must furnish satisfactory

proof of his or her illness, sickness, or disability, or that of the immediate family member before a day of sick leave is paid. In the case of an illness or injury resulting in absence for more than three (3) consecutive days, or an absence the day before or day after a holiday, an Employee may not return for duty or be paid sick leave without a statement from the Employee's physician verifying that the Employee was unable to work. Further, if the Employee has used sick leave for five (5) or more separated absences in the year preceding the Employee's anniversary date of employment, upon notice to the Employee, the Employee shall provide a physician's statement for any use of sick leave during the subsequent twelve (12) month period at the time that the Employee returns to work. For purposes of this Article, "anniversary year" shall be defined as the twelve (12) month period following the anniversary date of an Employee's initial appointment, or following any promotion to a higher classification, the twelve (12) month period following the anniversary date of the promotion. "Separated absence" shall be defined as a continuous period of absence of four (4) hours or more, with the exception of use of sick leave by an Employee for recovery from childbirth or by a father to care for the Employee's family immediately following the birth of a child. At the time of notification that the Employee has five (5) or more separated absences, the Employee's supervisor and the Chief Deputy shall be notified as well, and the Sheriff or his designated representative shall meet with the Employee to discuss the Employee's use of sick leave. Failure to

provide a physician's statement required pursuant to this Section shall be grounds for denying the Employee sick leave for the period covered, and shall further be grounds for disciplinary action for insubordination, up to and including discharge.

- (b) Employees are prohibited from engaging in any activity inconsistent with the claimed inability to work or need to care for a member of the immediate family while on a paid or unpaid sick leave, including a leave of absence for the Employee's serious health condition or the serious health condition of an immediate family member covered by the Family and Medical Leave Act. If an Employee proposes to engage in paid employment of any kind for any other employer, including special duty details or self-employment for compensation or payment of any kind, during a paid or unpaid sick leave, the Employee must notify the Employer of the planned employment and it must otherwise meet the standards of the subsection 10(b).

11. Sick leave shall be charged in minimum units of one-quarter ($\frac{1}{4}$) hour. An Employee requesting sick leave shall personally inform his or her immediate supervisor or other designated on-duty supervisor (or Captain, if the Employee has been so directed) of the request and the reason therefore no later than one (1) hour before his or her scheduled starting time. Failure to do so for each day of the Employee's absence may result in denial of sick leave for the period of absence and/or disciplinary action, unless the Employee is hospitalized or has provided a physician's statement confirming a specific, expected date of return.

12. The Employer may require the Employee to submit to a medical examination to

verify the proper use of sick leave or the Employee's physical or mental capacity to substantially perform the duties of his or her position. The Employer shall select the physician and pay for the examination.

13. If an Employee transfers to the service of the Employer from another County office or department or Ohio public agency, the Employer shall credit the Employee, upon written request and verification, with the sick leave balance held by the Employee with that office or department or Ohio public agency; provided, however, that an Employee who has converted to cash all or a portion of his or her sick leave with the prior employer upon retirement or other separation shall not be entitled to transfer any sick leave under this Section. It is the Employee's sole obligation to provide verification of such prior service and sick leave balance within the Employee's initial probationary period, or such prior sick leave balance is forever lost.

14. An Employee who has used sick leave for five (5) or more separated absences within an anniversary year, as defined in Section 10, shall not be eligible, for a period of twelve (12) months thereafter, for vacation leave, holiday leave (taken on another date), compensatory time off, or other paid leave unless said time is requested and approved at least five (5) calendar days in advance.

15. No Employee shall receive an annual step increase if, in the preceding anniversary year, the Employee used paid or unpaid sick leave for six (6) or more separated absences, or whose absences on paid or unpaid sick leave exceeded three hundred twenty (320) hours. This Section shall not apply to any absence for which the Employee qualified for special injury leave under Article XVI, Section 3, or leave under the Family and Medical Leave Act Policy attached hereto as Appendix A

16. Sick Leave Incentive. Employees who have worked a full calendar year are

eligible to receive a lump sum payment in January of the subsequent year, beginning January, 2014, for unused sick leave as follows:

<u>Sick Hours Used</u>	<u>Hours an Employee Can Cash Out</u>	<u>Percentage of Cash Out</u>
0	40	100
1-8.99	40	80
9-16.99	40	60
17-24.99	40	40
25-32.99	40	20
33 or more	0	0

FMLA occurrences are considered sick occurrences for this Section.

ARTICLE XVIII

Holidays

1.

(a) Employees shall be entitled to observe and be paid at their regular day's pay for the following holidays as observed by the Employer:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) Presidents' Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans' Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving
- (10) Christmas Eve Day
- (11) Christmas Day

(12) New Year's Eve Day

The Butler County Sheriff's Office shall specify the date upon which holidays shall be observed by Employees assigned to three-shift, seven-day-per-week operations, and for Employees assigned to standard business hours on a Monday-Friday basis.

- (b) Christmas Eve Day and New Year's Eve Day shall be observed on the business day preceding the day on which the Christmas and New Year's Day holidays are observed, respectively, or for Employees who work in round-the-clock operations, on the day before the actual Christmas or New Year's Day holiday.

2.

- (a) In addition to holiday pay as provided in Section 1, Employees covered by this Agreement who are scheduled and required to work on a holiday specified in Section 1 as scheduled by the Employer will be compensated in cash at one and one-half (1½) times their regular rate of pay as provided in Section 2(c) below, or, at the option of the Employee, compensatory time at the time and one-half rate to be taken at a later date in accordance with the compensatory time provisions of this Agreement.
- (b) An Employee who is required to work on a holiday may receive the additional compensation for work on the actual holiday, or the day observed as such, but not both. In the case of holidays observed upon a fixed date, such as New Year's Day, Independence Day, and Christmas Day, Employees who work other than a Monday to Friday schedule shall

receive this additional compensation only for work on the actual holiday, irrespective of the date of observance as fixed by the Board of County Commissioners. For Employees who work in the three-shift operations, an Employee will be considered to work the holiday only when a majority of the Employee's work hours fall on the actual hours of the holiday. For example, an Employee who commences work at 11:00 p.m. on Christmas Eve and works seven (7) more hours on Christmas Day will be considered to have worked on Christmas. An Employee who commences work at 11:00 p.m. on Christmas Day and works seven (7) more hours on December 26 will not be considered to have worked on the holiday.

3. If a holiday falls on an Employee's pass day, or during an Employee's vacation, the Employee shall receive a day of pay at his or her regular rate or, at the Employee's option, a day off in conjunction with his or her vacation, equivalent to the number of hours of the employee's assigned shift.

4. An Employee in order to receive holiday pay as set forth above, if scheduled, must work the day before, the day after, and the day of the holiday unless absence from work is due to illness or injury, in which event a doctor's certificate shall be required. In addition to the doctor's certificate, in order for an Employee to receive holiday pay or compensatory time or other overtime compensation, who has been prevented from meeting the eligibility requirements because of illness or injury, such Employee must have worked at least one scheduled work day in the five (5) calendar days immediately preceding the holiday. Notwithstanding the provisions of this Section, and Employee who is off work in conjunction with a holiday because of prior vacation leave or compensatory time off approved by management at least five (5) calendar days

before the holiday shall remain eligible for holiday leave or pay as otherwise provided under this Article.

5. Employees who work a Monday-Friday fixed day shift must take off on all holidays. Such Employees may only work on observed holidays if approved by the Sheriff or his designee.

ARTICLE XIX

Vacations

1. Employees, after completion of their probationary period, shall be entitled to vacation time each year as follows:

After completion of one (1) year of service with the Employer, the State of Ohio, or any political subdivision of the State – two (2) weeks

After completion of five (5) years' service with the Employer, the State of Ohio, or any political subdivision of the State – three (3) weeks

After completion of ten (10) years' service with the Employer, the State of Ohio, or any political subdivision of the State – four (4) weeks

After completion of twenty (20) years' service with the Employer, the State of Ohio, or any political subdivision of the State – five (5) weeks

2. Notwithstanding the provisions of Section 1 above, an Employee who has initially employed by the Sheriff on or after July 5, 1987, shall have his or her prior service with the State of Ohio or any other service with a political subdivision of the State to a maximum of eight (8) years' service credit, counted for purposes of vacation eligibility and rate of accrual; provided that any prior service with Butler County shall be counted without limit. No Employee shall receive credit for vacation hours accrued with a prior Employer, however. Further, it is the sole responsibility of the Employee to provide verification of such prior service during the period of the Employee's initial probationary period, or such prior service is forever lost, and in no event

shall an Employee be entitled to claim a higher rate of vacation accrual for the period prior to the date such verification is provided.

3.

(a) Following completion of the first year of employment, Employees shall accrue vacation leave in each biweekly pay period in which they are in active pay status at the following rate:

<u>Annual Rate</u>	<u>Biweekly Rate</u>
Two Weeks	3.1 hours
Three Weeks	4.6 hours
Four Weeks	6.2 hours
Five Weeks.....	7.7 hours

(b) In any biweekly period in which a full-time Employee is not in active pay status for eighty (80) hours, he or she shall accrue vacation at a prorated rate.

4. Vacation is in addition to any recognized holidays as set forth in Article XVIII which may fall within an Employee’s vacation period. If a holiday falls within an Employee’s vacation period, he or she shall receive an additional day off in conjunction with the vacation period or eight hours of compensatory time off.

5. Vacation schedules shall be established in accordance with the Employer’s rules and regulations, general orders, and procedures.

6. Vacation pay shall be based upon the Employee’s regular pay in effect when the Employee starts his or her vacation.

7. Vacation may be carried over after the year of accrual to a maximum of two (2)

years' worth of vacation carry-over.

8. An Employee, in order to receive vacation pay, must be in the actual employ of the Employer at the time he or she takes the vacation, except as follows:

(a) An Employee, who has resigned with two weeks' notice and who has not received the vacation pay to which he or she is entitled shall receive such vacation pay at the next regular pay period.

(b) An Employee with four (4) or more years of seniority and who has been terminated by the Employer for reasons other than insubordination, falsifying Employer's records, theft, or mistreatment of prisoners, members of the public, or other Employees of the Employer, and who has not received the vacation pay to which he or she is entitled, shall receive the vacation pay at the next regular pay period.

ARTICLE XX

Wages

1. The wage rates and step rates shall not be increased in 2013, as set forth in Schedule 1. Employees will receive a lump sum payment of \$500.00.

2. The wage rates and step rates shall not be increased in 2014, as set forth in Schedule 2. Employees will receive a lump sum payment of \$550.00.

3. The wage rates and step rates shall not be increased in 2015, as set forth in Schedule 3. Employees will receive a lump sum payment of \$550.00.

ARTICLE XXI

Life and Health Insurance

1. The Employer will continue to provide to full-time Employees the same life and

health insurance coverage provided by the Butler County Board of Commissioners to its other County employees during the term of this Agreement; provided that the Employer will provide a minimum of thirty-five thousand dollars (\$35,000) life insurance coverage to eligible Employees.

2. An Employee who is covered by health insurance provided by any retirement or pension plan, and where the Employee is not required to pay a majority of the cost of the premium, is not entitled to any health insurance coverage under this Article.

3. If the Employer increases the percentage of Employee contributions toward the combined premium costs for health and dental insurance (including self-insured rates, if applicable) by more than the limits set forth below, the Union may reopen the provisions of this Article for renegotiation by serving notice upon the Employer within thirty (30) days of receiving notice of the increased contributions. The Employee contribution limits that would trigger this right to reopen are:

High Option	24% of combined premium
Mid Option	15% of combined premium
Low Option	5% of combined premium

These percentage limitations are based on the combined monthly premiums for health and dental insurance at the single, single-plus-one, and family rate, as chosen by the Employee. These limitations do not restrict the Employer from changing plan designs or charges to the Employee when obtaining medical or dental services, from offering more or fewer than three (3) tiers of coverage, or from imposing supplemental charges for covering family members with other coverage available, provided that such changes are applied uniformly to all County employees. In any such reopened negotiations, the statutory impasse resolution procedures shall apply.

ARTICLE XXII

Longevity Pay

1. During the term of this Agreement, longevity will be paid to eligible Employees on the last pay day in November, according to the following schedules:

After 5 years of service with the Butler County Sheriff – 2.00 percent of annual salary.

After 10 years of service with the Butler County Sheriff – 2.50 percent of annual salary.

After 15 years of service with the Butler County Sheriff – 2.75 percent of annual salary.

2. For purposes of longevity pay, Employees who resign and are later reinstated earn longevity on the basis of their most recent date of hire.

3. An Employee not actively employed in the last week of October, when eligibility for longevity is determined, will not receive longevity pay.

4. Employees who were first hired with the Butler County Sheriff's Office on or after March 1, 1993, shall not be eligible for longevity pay at any point under this Agreement. Employees hired prior to that date and who have remained in continuous service since that date with no break of service other than an authorized leave of absence shall continue to earn longevity pay in accordance with this Article.

ARTICLE XXIII

Uniforms

1. With the exception of undergarments, the Employer shall provide uniforms for Officers and Employees whose duties require them to be in uniform. The Employer shall provide uniforms for Sergeants and Lieutenants (unless directed to work in plain clothes). The Employer may specify one or more providers of uniform items, and Employees may only draw against their uniform allowance on an account or receipt basis from the designated provider(s), selecting from a list of eligible items provided by the Sheriff's Office. Upon the Union's request, the Employer agrees to consult with the Labor-Management Committee or other Uniform Committee with Employee representatives regarding the list of eligible items. The Employer may, in its discretion, limit the availability of the uniform allowance for a period of twelve months for a newly hired Employee who is issued a complete new set of uniform clothing at the time of his or her hire or promotion. The uniform allowance or the plain-clothes allowance set forth in Section 2 includes the cost of shoes to be purchased by the Employee, from the approved list and the designated provider(s), in lieu of the prior practice of purchasing shoes separate from the uniform or plain-clothes allowance.

2. Any Sergeant or Lieutenant (excluding the Drug and Vice Investigations Unit), assigned to work in plain clothes by order of the Sheriff for at least six (6) months shall be reimbursed \$1,000.00 per year for a clothing allowance upon the presentation of \$1,000.00 in clothing receipts and a detailed inventory of the items purchased with such allowance. Upon request of the Employer, the Employee shall produce the clothing purchased for inspection. If an Employee becomes a Detective or is otherwise assigned to work in plain clothes during the course of the year, the amount of the uniform allowance that had been spent to date shall be off-set against the amount of plain-clothes allowance due to that Employee for the remainder of the

calendar year. Employees assigned to work in the Drug and Vice Investigations Unit for at least six (6) months shall be reimbursed \$700.00 per year for a clothing allowance upon the presentation of \$700.00 in clothing receipts and a detailed inventory of the items purchased with such allowance, subject to the other rights and restrictions set forth in this Section.

3. When an Employee is assigned to Canine, SWAT, Bicycle Patrol, Motorcycle Patrol, Bomb Squad, or Marine Patrol, which require special clothing in addition to the standard uniform, and the Employee does not have adequate funds remaining in that year's clothing allowance, the Employer shall pay the remaining cost of the initial set of specialty clothing. After the first year of that assignment, an Employee who must maintain both the specialty clothing and the standard uniform shall receive an additional \$200.00 per year in clothing allowance for the duration of the assignment.

4. The Employer shall provide to all Employees who receive uniforms pursuant to Section 1 and to plain-clothes peace officers dry-cleaning service for uniform items at the rate of three hundred sixty (360) items per year per eligible Employee. Each shirt, jacket, pair of trousers, or tie shall be considered one (1) item. The Employer shall, in its sole discretion, determine the provider for this service and the terms, conditions, and procedures by which such service shall be provided. Dress for non-uniformed Employees shall be appropriate for a business, office environment, and shall be subject to regulations and standards issued in the sole discretion of the Sheriff.

ARTICLE XXIV **Modification and Separability**

1. The Employer and the Union, for the term of this Agreement, each agree that, notwithstanding the provisions of Section 4117.08 of the Ohio Revised Code, the other shall not

be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

2. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXV
Labor Management Committee

1. In the interest of furthering harmonious relations, a joint committee of not more than eight (8) members, half from Management and half from the Union, shall convene no less frequently than quarterly, unless the parties agree otherwise, for the purpose of discussing work-related issues. The parties may agree to a larger number if warranted by the issues on the agenda.

2. An agenda of items intended for discussion will be submitted, in writing, at the time the conference is requested.

ARTICLE XXVI
Transfers

1. For purposes of this Article, the Operations Division shall be defined as all Employees not assigned to the Corrections Division; and the Corrections Division shall be defined as all Employees assigned to the Jail.

2. Transfers between Divisions shall be subject to the following requirements:
- (a) The Employer may temporarily transfer Employees to or from Corrections or Operations for a period not to exceed ninety (90) days for operation

needs including, but not limited to, sickness, leaves of absence, vacations, or other personnel shortages. The determination of which Employees are to be temporarily transferred from Corrections to Operations shall be based on seniority and qualifications, as determined by the Employer; provided, however, that the Sheriff may select from among Employees who have volunteered for such transfer, irrespective of seniority. The Employer shall determine which Employees are to be temporarily transferred from Operations to Corrections by inverse seniority, unless the Employer must transfer a particular Employee in order to comply with Ohio Minimum Jail Standards or other specific operational needs.

- (b) In the event that a position in Corrections or Operations becomes vacant, and the Employer, in his discretion, decides that such position shall be filled by other than an intradivisional transfer, the following requirements shall apply:
 - (i) Notice of the position shall be posted for ten (10) calendar days, and interested persons who meet the stated qualifications may apply for the position as specified in the notice.
 - (ii) If more than one (1) qualified person expresses an interest in the position, the Employer shall award the position on basis of seniority, training, experience and performance as a law enforcement officer. An Employee with less than ninety (90) calendar days' seniority shall not be eligible for transfer pursuant to this section unless he or she is the sole applicant.

(iii) In the event no Employee volunteers for the transfer, the Employer shall transfer the Employee with the least seniority.

(c) Notwithstanding the provisions of Section 2(a) of this Article, any temporary transfer of Employees between Corrections and the Drug Unit may be for periods not to exceed one (1) year, for the purpose maintaining confidential identity of Employees serving in drug enforcement. The Sheriff may select candidates for such transfer based on operations needs, without regard to seniority, provided that the Employer shall seek qualified volunteers for such transfer before involuntarily assigning to any Employee. Intradivisional Transfers remain discretionary, as provided in Section 3 of this Article.

(d) In any case where an Employee has requested a voluntary transfer (whether temporary or permanent) between Divisions and the Sheriff has granted this request, the Employee is not entitled to be considered for transfer back to his or her former Division except in the accordance with the normal procedures of this Article.

3. Transfers within a Division are not affected by the procedures of Section 2, above. Transfers within the Operations Division are at the sole discretion of the Sheriff.

4. The provisions of this Article do not apply to the assignment of Employees during their probationary periods, except as provided in Article V (Probationary Employees), Section 5.

5. The Sheriff may determine, in his sole discretion, to what Division or section an entry-level Deputy Sheriff shall be assigned.

6. An Employee who has been reassigned from a particular assignment or position

may request a meeting with the appropriate Captain for that Division to discuss the reasons for the reassignment and any concerns that the Employee may have.

ARTICLE XXVII
Retention of Certification

1. Employees transferred pursuant to Article XXVI of this Agreement or the predecessor Interim Agreement of August 26, 1987, do not, by reason of said transfer, lose their certified status, notwithstanding Section 124.311 of the Revised Code, Rule 123:1-24-03 of the Administrative Code, or any other provision of the Revised Code or the administrative rules of the Director of Administrative Services.

ARTICLE XXVIII
Step Increases

1. Employees shall be eligible for step increases in accordance with pay ranges and pay steps as provided in Schedule 1. The base wage rates and step rates shall be adjusted as provided in Article XX (Wages).

2. Employees shall be eligible to be considered for step increases on the anniversary date of initial employment with the Employer. Following the promotion of an Employee to a position at a higher pay range, however, the Employee shall not be eligible for consideration for a step increase until the completion of the Employee's probationary period, and thereafter upon the promotional anniversary date rather than the anniversary date of employment.

3. Notwithstanding the provisions of Section 2, no Employee shall receive an annual step increase if the Employee has received an overall unsatisfactory rating in his or her most recent performance evaluation (excluding promotional probationary evaluations), as certified by the Sheriff.

4. The Sheriff may in his sole discretion, place a new Employee in other than entry-level step to reflect the Employee's experience, education, skill, or ability to perform the position. Upon the Union's request, the Employer shall provide a written explanation to the Union regarding the reasons for placing a new Employee in other than entry-level step.

5. Any Employee who is promoted to a higher rank shall be placed at the pay step closest to his or her current pay, but which provides at least a three percent (3%) pay increase over the Employee's regular rate of pay preceding the promotion.

ARTICLE XXIX
Employee Alcohol and Drug Testing Program

1. It is the policy of the Butler County Sheriff's Office that the public and fellow officers have the absolute right to expect persons employed by the Sheriff to be free from the effects of illegal or abused drugs and alcohol. The Sheriff, as the Employer, has the right to expect its Employees to report to work fit and able for duty, free from the influence of drugs or alcohol, and able to set a positive example for the community. The Union joins in and fully supports this policy.

2. Prohibitions. Employees shall be prohibited from:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work shift or anywhere on any County premises or work sites, including County buildings, properties, vehicles, or the Employee's personal vehicle while engaged in County business.
- (b) Using alcohol prior to beginning work or during meal or break periods such that the Employee remains under the influence of alcohol during work hours.

- (c) Possessing, using, selling, purchasing, delivering, distributing, or manufacturing any illegal drug at any time and at any place, whether on or off duty, except as may be necessary in performance of official duty.
- (d) Failure to report to the Employee's supervisor the use of medication or prescription drugs during work hours the effect of which may be to impair his or her safety or the safety of others or otherwise impair the Employee's ability to perform his or her duties. If the Employee reports the use of such medication, the Employer may have the Employee's ability to work without impairment evaluated by the Employee's physician or a physician selected and paid for by the Employer. Based on the results of such examination(s), the Employer may place the Employee on sick leave for the duration of such impairment or reassign the Employee to duties posing no such risk.

3. Drug and Alcohol Testing Permitted. The Employer may require Employees to submit to drug or alcohol testing as provided in this Agreement.

- (a) Where the Employer has reasonable suspicion to believe that (1) an Employee is being affected during work hours by the use of alcohol; (2) an Employee has abused prescribed medication; or (3) the Employee has used illegal drugs or controlled substances, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as hereinafter provided.
- (b) The Employer may require Employees in the ranks of Lieutenant and Sergeant to submit to random alcohol or drug testing, at a time selected by

the Employer not to exceed two (2) times per calendar year, unless the Employer has reasonable suspicion to test an individual Employee on a more frequent basis. Such tests shall be performed during the Employee's scheduled duty hours provided that a qualified testing facility, satisfactory to the Employer, is open during duty hours. The Employer may randomly test other Employees, as provided in this Section, where the Employee is performing security sensitive duties, duties in connection with drug-enforcement operations, or has access to security sensitive areas of the Butler County Jail.

- (c) The Employer may require all applicants for hire, promotion, or transfer in the Department to submit to drug or alcohol testing as a condition for hire, promotion, or transfer.

4. Order to Submit to Testing. In any case where an Employee is ordered to submit to drug or alcohol testing on the basis of a reasonable suspicion that the Employee has illegally used drugs at any time, or is impaired by the use of alcohol while on duty, within forty-eight (48) hours of the time the Employee is ordered to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice setting forth the facts and inferences which form the basis of the order to test. This requirement does not apply to any random drug or alcohol testing permitted by this Article. Refusal to submit to any ordered alcohol or drug test may subject the Employee to discipline for insubordination.

Nothing in this Article shall be deemed to limit the Employer's right to order a medical examination to verify proper use of sick leave, pursuant to Article XVII, Section 12 of this Agreement, including blood tests to determine intoxication or impairment.

5. Procedures and Requirements for Testing. In conducting the testing authorized by this Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility certified by the State of Ohio to perform drug and/or alcohol testing. In the case of alcohol testing, the Employer may use in-house breathalyzer equipment; provided, however, that if the person performing the test is of a lower rank than the Employee being tested, the Employer shall test for alcohol through urine or blood testing as provided in this Agreement.
- (b) Establish a chain of custody procedure for both the sample collection and testing to ensure the integrity of each sample and test result.
- (c) Collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the Employee.
- (d) Collect samples in such a manner as to preserve to the extent reasonably practicable the individual Employee's right of privacy while insuring a high degree of security for the sample and its freedom from tampering or adulteration. Employees submitting a urine sample shall not be visually witnessed by anyone during the submission unless (1) the laboratory or facility does not have a "clean room" for submitting samples, or (2) there is reasonable grounds to suspect that the Employee may attempt to compromise the accuracy of the testing procedure.
- (e) Confirm any sample that tests positive in initial screening for drugs by

testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

- (f) Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's choosing, at the Employee's own expense; provided, however, that the Employee must submit a copy of the test results to the Employer within seventy-two (72) hours of receiving the results of the test.
- (g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug.
- (h) Require, with regard to alcohol testing for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive; provided, however, that the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .05 demonstrates that the Employee was under the influence of alcohol. With regard to other drugs and substances for which testing may be required, the Employer shall designate, in conjunction with the laboratory or hospital facility, the minimum thresholds for a positive test result with regard to each particular

drug or substance. The Employer shall provide to the Union a copy of the testing protocol to be used by the testing facility, including the agreed minimum threshold for a positive test result from each substance being tested for. Upon the Union's request, the Employer will meet and confer with the Union regarding any concerns or objections regarding the designated thresholds.

- (i) Provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results thereof.

6. Right to Contest. The Employee or the Union may contest any alleged violation of this procedure, or discipline based on the results of drug or alcohol testing, as otherwise provided in this Agreement. Any such grievance shall commence at Step 2 of the grievance procedure. No applicant not currently employed by the Department is entitled to use this grievance procedure for any purpose, including claims of violations of this Article. With regard to any Employee, the grievance and arbitration procedures of this Agreement are the sole and exclusive remedy for any claim that the Employer has violated the requirements of this Article or taken improper disciplinary action against the Employee.

7. Voluntary Request for Assistance. An Employee may voluntarily come forward to request assistance for treatment, counseling, or other assistance, through an Employee Assistance Program or otherwise, for an alcohol or drug-related problem, and the Employer shall not take disciplinary action against the Employee solely based on this request for assistance, other than reassigning the Employee, placing the Employee on accrued leave, or placing the Employee on leave without pay if unfit for duty in his or her current assignment. The foregoing

is expressly conditioned upon:

- (a) The Employee agreeing to enter and complete appropriate treatment as determined by the physician or treatment facility involved;
- (b) The Employee's complete discontinuation of the use of illegal drugs or the abuse of alcohol or prescribed medications;
- (c) The Employee completes the course of treatment prescribed, including any recommended "after-care" group, for a period of up to twelve (12) months; and
- (d) The Employee agrees to submit to random drug and alcohol testing during hours of work during the period of "after-care," and the number of such random tests shall not be limited by the provisions of Section 3(b) of this Article.

Any Employee who does not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation if it is determined that the risk of the Employee's use of drugs or alcohol may prevent the Employee from performing the duties of his or her position or whose continuance in active status would pose a threat to the property and safety of others. In such cases, the Employee shall be afforded the opportunity, on request and subject to appropriate verifications, to use accumulated paid leave or to take an unpaid leave of absence pending treatment, as provided in this Agreement.

ARTICLE XXX
Employee Assistance Program

Effective no later than October 1, 1993, the Employer shall establish an Employee Assistance Program to provide services to the Employee and eligible family members. The Employer shall, in its discretion, select the provider and determine the cost of the program.

ARTICLE XXXI
Tuition Reimbursement

1. The Employer shall offer a program of tuition reimbursement for full-time Employees with two (2) or more years of service with the Employer who qualify therefore in accordance with the provisions of this Article.

2. Amount.

- (a) Upon the prior approval of the Employer under the Standards of Section 3, the Employee is entitled to be reimbursed for tuition reimbursement in an amount not to exceed \$750 per semester or quarter, or \$1,500 for the academic year, per Employee. The term "academic year" shall be defined according to the schedule of the institution attended. An Employee may not apply for reimbursement for more than seventy-five percent (75%) of the tuition cost in any quarter or semester. The seventy-five percent (75%) limitation shall be applied after deducting the amount of any funds received by third-party sources, such as grants and scholarships, but not loans that must be repaid.
- (b) The aggregate total of tuition reimbursement for all Employees in the Butler County Sheriff's Office shall not exceed \$10,000 in any one calendar year. If the total funds available are insufficient to meet the amounts requested, the Employer may determine who shall participate

based on the standards of Section 3.

- (c) Reimbursement under this Article is available only for tuition and instructional fees for programs in an accredited two- or four-year college or university, based on fee statements submitted by the college or university, and not for any other costs of transportation, parking, activity fees, books or materials, or other costs of any kind. Tuition reimbursement is not available for correspondence courses.
- (d) An Employee shall be reimbursed only upon satisfactory proof of the successful completion of the course with a grade of "C" or higher, or a grade of "pass" in a system that offers only "pass/fail" grades.
- (e) Nothing in this Article shall require the Employer to grant release time, with or without pay, to attend courses for which the Employee is receiving tuition reimbursement pursuant to this Article. Any request for the use of flexible work schedules shall be considered in the sole discretion of the Employer, and the approval or denial of a request for such a schedule is not subject to the grievance and arbitration procedure.

3. Application and Qualification.

- (a) Prior to beginning the course for which reimbursement is being requested, the Employee must submit to the Office of Personnel a Request for Tuition Reimbursement. This request must be approved by the Administrative Assistant, the Chief Deputy, and the Sheriff. The discretion to grant or deny final approval lies solely with the Sheriff.
- (b) The Employer shall consider the request under the following criteria:

- (1) The relevance of the course content to the Employee's job duties or those of a position within the Butler County Sheriff's Office that the Employee may reasonably hope to attain; provided that the Employer may, in the Employer's sole discretion, approve tuition reimbursement for core courses in a basic education requirement for a degree program that does meet this relevance standard;
- (2) The Employee's performance, including performance evaluations, disciplinary action, timeliness and up-to-date status of work, and commendations received;
- (3) Whether the Employee has regular and consistent attendance;
- (4) The Employer's special need for additional education or training among particular classifications, positions, or employees.
- (5) The availability of funds within the budget account for training approved by the Board of County Commissioners, and other pending requests for tuition reimbursement within the available funds.

4. An Employee who has applied for tuition reimbursement pursuant to this Article must, as a condition for such reimbursement, enter into a written agreement with the Employer to continue employment with the Butler County Sheriff's Office for a minimum of six (6) pay periods for each quarter or semester for which any reimbursement has been received. The Employee's work commitment will begin to be discharged after the completion of the quarter or semester, and the work commitment for any other quarter or semester must be served consecutively and not concurrently. Only if an Employee works for six (6) consecutive pay

periods without receiving any tuition reimbursement under this Article shall the Employee be deemed to have discharged the work obligation for one (1) quarter or semester of reimbursement. An Employee who does not complete the work commitment prior to terminating employment, whether through resignation, retirement, or discharge, is required to return funds received under this Tuition Reimbursement Program to the Employer. The amount of the funds to be returned shall be pro-rated to reflect the portion of the work obligation that the Employee has discharged prior to termination of employment, and such funds may be withheld from remaining paychecks or other funds due the Employee.

5. The granting or denial of tuition reimbursement is a prerogative of management, and may be subject to the grievance and arbitration procedures; provided, however, that the arbitrator's jurisdiction in any such proceeding is limited to determining whether the Employer violated the express requirements of this Article. The arbitrator shall have no jurisdiction to substitute his or her judgment for the Employer's determination on whether a particular Employee's request is appropriate under the criteria of Section 3(b) of this Article, and determinations of individual eligibility under Section 3(b) are not subject to the grievance and arbitration procedure. The Employer may, upon notice to the Union, reduce the individual and/or aggregated limits on tuition reimbursement, limit the number of credit hours for which reimbursement may be sought, or limit the program to those Employees or classifications where the learning needs are most critical to the Employer.

ARTICLE XXXII

Residency Requirement

1. Effective upon the ratification of this Agreement, all newly hired Employees who reside outside of Butler County are required to establish and thereafter maintain their primary

residence within Butler County or a county directly bordering Butler County in Ohio or Indiana. The Employee must complete any such move or to within one hundred twenty (120) days of employment, provide, however, that the Sheriff may grant or deny a requested extension within his sole discretion depending on the Employee's personal circumstances.

2. Current Employees who reside outside of the limits set forth in Section 1 of this Article, with the permission of the Sheriff, may continue to do so provided that they continue to reside at the same address. If the Employee changes residences in the future, the Employee must relocate and maintain his or her primary residence to within the limits set forth in Section 1 of this Article, and must immediately so notify the Sheriff with a copy to the Personnel Office of the Sheriff's Office.

3. All Employees must complete and return a residency affidavit prepared by the Personnel Office.

4. All newly hired Employees must complete an applicant's affidavit confirming their intention to establish and maintain residency within the limits set forth in Section 1 of this Article as provided in this Article prior to hire.

5. The Sheriff may grant exceptions to this policy in cases where the Employee and his or her spouse are subject to conflicting residency requirements imposed by their respective employers.

6. It is the intent of the parties that the ratification of this Agreement by the Board of County Commissioners constitutes the establishment of a policy requiring residency within the County or any adjoining counties.

ARTICLE XXXIII
Purchase of Equipment on Retirement

An Employee who is otherwise certified and qualified to carry a firearm may upon retirement with at least fifteen (15) years of continuous service be afforded the opportunity to purchase his or her service weapon and badge for a cost of one dollar (\$1.00). The Sheriff may, in his discretion, deny this privilege to any Employee who resigns in response to a disciplinary or criminal investigation, who has resigned with less than two (2) weeks' notice, or who has been found to have used excessive force or to have committed threats or acts of violence in any administrative, civil, or criminal proceeding.

ARTICLE XXXIV

Promotions

1. All vacancies in positions in the classifications of Detective, Sergeant, or Lieutenant shall be filled by promotion from among persons holding positions in the rank immediately below the position to be filled, unless the parties agree otherwise; provided, however, that Employees in the classification of Deputy Sheriff may take the examination for promotion to Sergeant. Any Deputy Sheriff must have four (4) years' seniority in the rank of Deputy to take the Sergeant examination, and three (3) years of rank seniority to take the Detective examination. The Sheriff shall determine, in his sole discretion, whether a vacancy exists requiring a promotion, as provided in the collective bargaining agreements; provided, however, that the Sheriff shall not delay filling a vacancy for the purpose of evading a valid, current promotional eligible list. No person shall be deemed eligible for testing or promotion who has not satisfactorily completed the required probationary period for the position from which he or she is seeking promotion prior to posting for the promotional test.

This restriction shall be waived for an Employee who has been promoted to the rank of Detective while simultaneously appearing on the eligible list for Sergeant and thereafter becomes eligible

for possible promotion to Sergeant.

2. Whenever a vacancy occurs in the classifications of Detective, Sergeant, and Lieutenant, as determined by the Sheriff, and there is no eligibility list for such rank, the Sheriff's Office shall, within six (6) months of the vacancy or within a reasonable time, hold a competitive examination; provided, however, that no examination shall be scheduled sooner than three months from the date of the examination announcement. The Employer shall also make available a list of study materials at least three months prior to the date of the examination.

3. Examination for promotion shall consist of written tests, combined with the use of an assessment center evaluation, in the Sheriff's discretion, together with ratings for seniority and efficiency. All competitive written tests and assessment centers, if used, shall be administered, graded and certified, by a qualified provider of testing services selected by the Sheriff's Office, ranking those individual names, from highest score to lowest score in an eligible list presented to the Sheriff. The maximum score that can be obtained is 100 points, determined by calculating the weighted average of the written test with the score from the assessment center, if used, with 70% of the score allocated to the written examination and 30% to the assessment center.

4. In promotional examinations, credit for seniority in service and points for college degrees shall be added to the examination grade, provided that the candidate has achieved at least a passing grade without the application of such credit.

5. Credit for seniority shall equal, for the first four years of service, one percent of the total grade attainable in the promotion examination, up to a maximum of four points, and, for each of the fifth through fourteenth years of service, six-tenths percent of the total grade, up to a maximum of six points. The total maximum seniority credit shall be ten points.

6. Employees shall receive additional points for military service, degrees from an accredited, degree-granting college or university in the following amounts: one point for a two-year associate's degree, one point for active military experience or honorable discharge, and two points for a four-year bachelor's degree. An Employee will only receive a maximum of two points, based on military service and the highest degree earned, and not for more than one degree. For example, an Employee could receive a total of two points for a bachelor's degree, even if that Employee may also have an associate's degree or more than one bachelor's degree.

7. The final grade in a promotional examination shall be determined by calculating the weighted average of the passing score obtained on the written examination and the score obtained on the assessment evaluation (if used), as provided in Section 3 of this Article, then adding the additional points for seniority and for college degrees. No credit for seniority, efficiency, or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the written examination without counting such extra credit. The maximum total points on the written examination plus other credits shall be 112. A candidate must achieve a score on the written examination of at least seventy percent without other credits, in order to receive the passing score required in order to proceed to the assessment evaluation, if the Sheriff determines that an assessment evaluation will be part of the testing process, unless otherwise posted in the notice of examination. The notice of the examination shall specify whether an assessment center evaluation will be part of the examination process.

8. When a vacancy exists and the examination for promotion has been completed, and the results certified to the Sheriff, with addition of applicable seniority and efficiency credit and the assignment of a final score, or when a previously established eligibility list remains, the

Sheriff shall appoint one of the three persons certified as standing highest on the eligibility list within fifteen (15) days, or as soon as practicable thereafter. If fourteen (14) or more persons are placed on the original eligible list, the Sheriff may appoint among the top four (4) candidates, and may continue to do so even if the number of candidates remaining on the eligible list falls below fourteen (14). After such appointment, any acting incumbent of said position shall vacate the position. The eligibility list shall remain effect and shall be utilized to make promotional appointments for a period of eighteen (18) months from the date of certification. An eligible list of fewer than three names is no longer valid.

9. All promotions shall be for a probationary period of one (1) year. As provided in the collective bargaining agreements, the Sheriff may determine that the employee has not successfully completed the probationary period, in which event the employee shall be demoted to his or her prior position at the prior rate of pay, subject to any across-the-board pay increases or otherwise occurring step increases.

10. It is the intent of both the Sheriff and the Union that the above procedures supersede the requirements and procedures of Ohio civil-service laws and regulations for promotional testing and appointments, as set forth herein.

ARTICLE XXXV
Physical Fitness Incentive

The Sheriff shall offer all Employees the opportunity during scheduled work hours to demonstrate their ability to meet the physical fitness standards set for members of the SWAT team. Tests will be conducted at multiple times in order to accommodate Employee work schedules, but Employees will not receive multiple opportunities to pass the test in any one year. Employees who achieve a passing score shall earn a \$200.00 cash bonus, to be paid with the first

pay check in December. The test is strictly voluntary, and neither the Employee's decision to take or not take the test nor a failing score on the test will have any adverse effect on his or her employment. The standards that an Employee must pass to earn the bonus are set forth in the form below. The run is one mile, and the stomach crunches and push-ups must each be performed within a one-minute period. The Employee must achieve a total score of 12 points, and must pass each test with at least 1 point for that component.

Male age 20-29

Points	1	2	3	4	5	6
Run	9:36	9:04	8:32	8:00	7:28	6:56
Push Ups	27	29	31	33	35	37
Stomach Crunches	32	36	38	40	42	45

Male age 30-39

Points	1	2	3	4	5	6
Run	9:58	9:25	8:51	8:18	7:45	7:12
Push Ups	22	23	25	27	29	31
Stomach Crunches	29	32	34	36	38	40

Male age 40-49

Points	1	2	3	4	5	6
Run	10:16	9:42	9:09	8:36	8:03	7:30
Push Ups	17	19	20	21	22	23
Stomach Crunches	25	27	29	31	33	35

Male age 50 or above

Points	1	2	3	4	5	6
Run	11:36	10:58	10:20	9:42	9:04	8:26
Push Ups	12	13	14	15	16	17
Stomach Crunches	21	22	24	26	28	29

Female Age 20-29

Points	1	2	3	4	5	6
Run	11:20	10:44	10:08	9:30	8:52	8:16
Push Ups	15	16	17	18	19	20
Stomach Crunches	28	30	32	35	38	40

Female Age 30-39

Points	1	2	3	4	5	6
Run	12:10	11:29	10:48	10:05	9:22	8:41
Push Ups	11	12	13	14	15	16
Stomach Crunches	22	23	25	27	29	31

Female Age 40-49

Points	1	2	3	4	5	6
Run	12:50	12:09	11:30	10:45	10:00	9:21
Push Ups	10	11	12	13	14	15
Stomach Crunches	18	19	20	22	24	25

Female Age 50 or above

Points	1	2	3	4	5	6
Run	14:30	13:41	12:53	12:05	11:17	10:29
Push Ups	8	9	10	11	12	13
Stomach Crunches	14	15	16	17	18	19

ARTICLE XXXVI

Duration

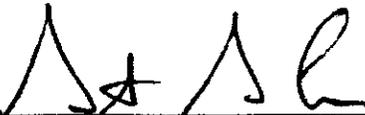
1. This Agreement shall become effective as of February 10, 2013 and shall continue until February 6, 2016.

2. Reopener option in 2nd or 3rd year of agreement, which must be exercised by FOP Lodge 101 by February 1 of each year. Upon vote to reopen, the sick incentive is suspended. The reopener will apply to wages and sick incentive. Regarding the reopener, if the parties proceed to conciliation, the Employer waives the restrictions on the conciliator imposed by R.C. 4117.14(G)(11).

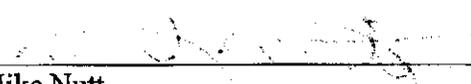
3. Unless the Union exercises its option to reopen this Agreement, it shall remain in

full force and effect from year to year unless either party, in writing, shall notify the other at least sixty (60) days prior to the expiration of the term or the extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

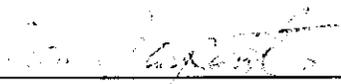
FOR THE UNION:



Stephen S. Lazarus
Counsel for the Union



Mike Nutt
Sergeant

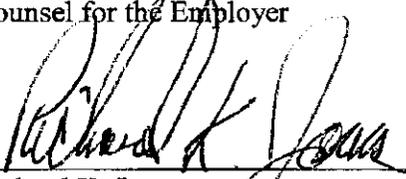


Jan Carpenter
Sergeant

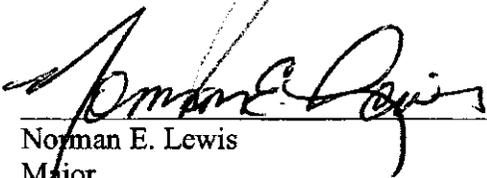
FOR THE EMPLOYER:



W. Joseph Scholler
Counsel for the Employer



Richard K. Jones
Sheriff



Norman E. Lewis
Major



Vickie Jo Batger
Finance Director

APPENDIX A

BUTLER COUNTY SHERIFF'S OFFICE

123 Court Street ☞ Hamilton, OH 45011

FAMILY AND MEDICAL LEAVE ACT POLICY

EFFECTIVE DATE: February 5, 1994

I. **INTRODUCTION.** On February 2, 1993, President Clinton signed into law the Federal Family and Medical Leave Act providing unpaid leaves to employees for the birth, adoption or foster placement of a child, the employee's own serious illness, or the serious illness of a child, spouse or parent.

II. **WHEN EFFECTIVE.**

A. **Non-Organized Employees.** The Act is generally effective August 5, 1993.

B. **Employees Covered by a Collective Bargaining Agreement.**

For the employees covered by a collective bargaining agreement the effective date is the earlier of the date the collective bargaining agreement expires or February 5, 1994.

NOTE: Any leave taken prior to the effective date of the Act may not be counted as leave for FMLA purposes.

III. **DEFINITIONS.**

A. **"Son or Daughter"** means a biological, adopted, or foster child, a stepchild, a legal ward or a child or a person standing *in loco parentis* ("in place of a parent") who is either less than 18 years of age, or who is 18 years of age or older and is incapable of self care because of a physical or mental disability. "Incapable of self care" means the individual requires active assistance or supervision to provide daily self care in several of the activities of daily living, including: grooming, hygiene, bathing, dressing, eating, taking public transportation, maintaining a residence, etc.

B. **"Spouse"** means a husband or wife as defined or recognized under State law, including common-law marriages in Ohio entered into on or before October 9, 1991. Domestic partners are not covered, however.

C. **"Health Care Provider"** means any of the following licensed or certified professions: a doctor of medicine or osteopathy, podiatrists, dentists, clinical psychologists, chiropractors (limited to treatment consisting of manual manipulation of the spine to correct subluxation as demonstrated by x-rays to exist), nurse practitioners and nurse midwives, and Christian Science

practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee relies on a Christian Science practitioner the employer may require a second opinion from a medical doctor.

- D. **“Parent”** means the biological parent or a person who stood *in loco parentis* to the employee. Parents-in-law are not included.
- E. **Twelve-month period** for determining whether 12 week entitlement has been exhausted means the period established by the employer. The Board of Butler County Commissioners establishes a uniform rolling twelve (12) month period measured backward from the first date of the FMLA leave as the method for computing this 12-month period.

IV. **COVERAGE.**

A. **Employers.**

All Butler County agencies will be covered by the FMLA.

B. **Employees.**

To be eligible for FMLA benefits an employee must have worked for the employer in the following capacity:

1. For at least 12 months (the 12 months of employment need not be consecutive and the employee need not work full time. Any week in which an employee was on the employer’s payroll for any part of the week counts toward the required 12 months employment. Further, the 12 months employment need not immediately precede the leave.); and
2. Worked at least 1,250 hours during the 12 months immediately preceding the start of the leave.

C. **Health Conditions Covered.**

The threshold question for the medical leaves under the Act is whether a “serious health condition” exists.

1. Serious health condition means an illness, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, nursing home, or a hospice; or
 - b. Any period of incapacity requiring absence from work, school or

other regular daily activities, of more than three *consecutive* calendar days, that also involves continuing treatment by or under the supervision of a health care provider; or

- c. Any period of incapacity due to a chronic serious health condition, defined as a condition that:
 - 1) Requires periodic visits for treatment by a health care provider, or nurse, or physician's assistant under the health care provider's supervision;
 - 2) Continues over an extended period of time, including recurring episodes of a single, underlying condition; and
 - 3) May cause episodic rather than a continuing period of incapacity, such as asthma, diabetes, epilepsy, and similar conditions; or
- d. For prenatal care.

Examples of "serious health conditions" cited in the Senate record and the Department of Labor (DOL) comments include: heart attacks, heart bypass operations and procedures, "most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, injuries from serious accidents, ongoing pregnancy, miscarriages, complications or illnesses related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth and recovery from childbirth." An employee is unable to perform the duties of the job if the employee is unable to work at all or is unable to perform any of the essential functions of the job as defined by the Americans with Disabilities Act (ADA).

- 2. **Continuing Treatment.** The continuing treatment by a health care provider means one or more of the following:
 - a. The employee or family member is treated two or more times for the injury or illness by a health care provider or by a provider of health care services under direction of a health care provider; or
 - b. The employee or family member is treated by a health care provider on at least one occasion and is given a regimen of continuing treatment under the supervision of the health care provider; or

- c. The employee or family member is under the continuing supervision of a health care provider for a long-term or chronic condition or disability which is permanent or long-term and for which treatment may not be effective.

V. LEAVES AVAILABLE.

The employee is entitled to up to twelve weeks of “family leave” in any 12 month period for any of the following events:

A. Birth, Adoption, or Foster Care.

1. An employee is entitled to unpaid leave for:
 - a. Birth of the employee’s child;
 - b. Placement of child for adoption or as precondition to adoption;
 - c. Placement of a child in foster care.
2. Entitlement expires 12 months after birth, adoption, or placement.
3. Spouses who are both employed by Butler County are only entitled to 12 weeks of combined, aggregate leave for the birth, adoption, or foster care of a child. The two employed parents may split the time in any manner they choose, however, upon the employer’s approval.

B. Care of Child, Spouse, or Parent with Serious Health Condition.

1. An employee is entitled to leave to care for the employee’s child, spouse, or parent who has a “serious health condition.”
2. To “care for” includes caring for either physical or psychological needs. The employer may request verification that the employee is needed to provide care or that the employee’s presence will be beneficial to the family member.

C. Employee Personal Illness. An employee with a “serious health condition” that renders the employee unable to work is entitled to “FMLA leave.”

VI. PROCEDURAL REQUIREMENTS.

A. Medical Certification.

1. **Requirement.** When an employee requests personal medical leave or leave to care for a seriously ill child, spouse, or parent, the employer may

require an employee to provide medical certification from an appropriate health care provider. The information that may be required in this certification under FMLA includes:

- a. The identity of the medical professional and the type of practice;
- b. The date the serious health condition commenced and its probable duration;
- c. The certification of which part of the definition of “serious health condition,” if any, applies to the patient’s condition, and the medical facts which support the certification, including a brief description of how the medical facts meet the criteria of the definition;
- d. A description of the treatment, including the number of visits, and the nature, frequency, and duration of treatments;
- e. An indication whether inpatient hospitalization is required;
- f. If the requested leave is for a serious health condition of the employee, a description of the extent to which the employee is unable to perform his or her job duties, including the likely duration of the employee’s incapacity;
- g. If the requested leave is to care for a seriously ill family member, a statement that the employee is needed to care for the employee’s spouse, child, or parent, and the amount of time needed to provide the care.
- h. If the employee is requesting partial or intermittent leave, information regarding the need for and the schedule of treatment.

The Certificate of Physician or Practitioner Form OP-93-1 should be completed and attached to the Request for Leave Form.

2. **Additional Certification.** For employee medical leave the County may, at the County’s expense, require the employee to obtain the opinion of a second health care provider chosen by the employer. If the two health care providers disagree about any of the information in the certification, the parties may mutually select a third medical provider at the employer’s expense. The decision of the third provider shall be final and binding.
3. **Recertification.** An employer may request recertification at reasonable intervals, but not more often than every 30 days. The employer may

request more often, however, if the employee requests an extension, circumstances change, or the validity of an initial certification is questioned.

4. **Fitness for Duty.**

- a. An employer may have a uniformly applied policy or practice that requires all employees who take leaves for similar purposes to obtain certification of fitness to return to work. If state or local law or the collective bargaining agreement governs an employee's return to work, those provisions shall apply.
- b. An employer may deny return to employment until the certification is submitted.

B. Scheduling Leave.

1. **Advance Notice.**

- a. **Foreseeable or Planned Leave.** An employee must provide the employer with at least 30 days notice of the need for leave for birth, adoption, foster care or planned medical treatment when the need for the leave is foreseeable.
 - b. **Unforeseeable.** Where circumstances make 30 days' notice impossible, the notice must be given as soon as practicable, typically within one or two days of the employee learning of the need for the leave.
 - c. **Form of Notice.** The employee should provide notice either in person, by telephone, by telegraph, by fax or by other electronic means. Notice may be given by an employee representative if the employee is unavailable to do so.
2. **Not Unduly Disruptive.** In any case in which the need for leave is foreseeable based on planned treatment or supervision, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer's operation.
3. **Partial Absences.** The law provides that leave can be taken intermittently or on a reduced schedule. Thus, employees may take leave in non-continuous increments, e.g., every afternoon, two days per week, one week each month, etc.
- a. Family leave for birth, adoption or foster care can only be taken on an intermittent or reduced basis if the employer and employee

agree.

- b. Medical leave may be scheduled as medically necessary.
- c. An employer may temporarily transfer an employee taking intermittent or reduced schedule leave to a position more suitable for recurring periods of absence to better accommodate the leave. Employees cannot be penalized by the transfer. Therefore, the wages and benefits must remain the same.

C. Employer Action.

- 1. An employer can deny a requested leave if the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care.
- 2. An employer may deny a requested leave if the employee does not provide the required medical certification within 15 calendar days after being requested to do so unless the employee was unable to comply because of the need for emergency health care.

VII. SUBSTITUTION OF EMPLOYER-PROVIDED LEAVE FOR STATUTORY LEAVE.

A. Substitution. The County will require substitution of any unused, accrued paid leave under the following circumstances:

- 1. Sick leave, vacation, or personal leave otherwise available must be used for any portion of statutory leave for personal or family illness. The County is not required, however, to provide paid sick leave or medical leave in any situation in which the employee would not be eligible for paid leave in the absence of the FMLA.
- 2. For any other purpose for which the employee may be eligible for FMLA leave, the employee will be required to exhaust all paid vacation leave, personal leave, or other available paid leave (other than compensatory time off) prior to using unpaid leave under the FMLA.

B. Leave Credited. Where the employee has substituted paid leave for all or a portion of a FMLA leave, the paid leave used will be counted toward the employee's annual allotment of 12 weeks of FMLA leave.

VIII. OTHER RIGHTS AND BENEFITS.

A. Rights and Benefits During Leave.

1. **Wages or Salary.** The Family and Medical Leave Act provides only for unpaid leave; and employer is not required to pay the employee while on statutory family or medical leave. As noted in Part VII above, however, under some circumstances there may be substitution of accrued paid leaves.
2. **Health Insurance.** While an employee is on family or medical leave the County must maintain coverage under any group health plan for the duration of the family or medical leave at the same level and under the same conditions as that coverage would have been provided if the employee had continued in employment from the date the employee commenced the family or medical leave until the date the employee was restored to employment.

An employer may require the employee to continue to make any contribution to a group health plan that the employee would have made if the employee had not taken family or medical leave. If an employee is unable or refuses to make the contribution to the group health plan, the employee shall forfeit the health plan benefit until the employee is restored to employment.

- a. An employee has no obligation to continue health insurance benefits during the leave. If the employee chooses not to continue, the employer must provide re-enrollment without additional qualifying requirements, *e.g.*, physical exam.
- b. The employee can be required to pay the employee's share of premiums if the employer requires the same of the other employees on leaves of absence and if the employer gives the employee written notice to make the payment in any of the following ways:
 - 1) pay employer or insurance carrier at time of regular payroll deductions;
 - 2) pay on COBRA schedule (but with no administrative fee);
 - 3) prepay at employee's option.
- c. If the insurance lapses for nonpayment of premiums, the employee must be allowed to re-enroll without limitations or qualifications.
- d. Note that the County may recover employer-paid premiums if the

employee fails to return from leave except when the failure to return is because of a continuing serious health condition or circumstances beyond the employee's control.

3. **Accrual of other Benefits.** With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on statutory family or medical leave.

B. Rights and Benefits Upon Return From Leave.

1. **Return to Former Position.** An employee returning from family or medical leave is entitled to the position held before the leave began, if the position is vacant. If, however, the former position is not vacant, the employee must be returned to "an equivalent position having equivalent employment benefits, pay, and other terms and conditions of employment."

If an employee would have been terminated during statutory leave for legitimate business reasons, such as a layoff or other reduction in force, the employee has no reinstatement right.

2. **Non-forfeiture.** Accrued benefits cannot be forfeited. However, if benefits would have been changed had the employee not taken leave, the change can take effect.

IX. KEY EMPLOYEES.

Under very limited circumstances an employee who is identified as a "key" employee may be denied restoration to employment.

- A. **Key Employee Defined.** A key employee is an employee who is salaried, and is among the highest paid 10% of the employees employed within 75 miles of his or her work site. To determine who is the highest paid 10%, year-to-date earnings as of the date leave is requested are considered.
- B. **Denial of Restoration.** An employer may deny restoration to a "key employee" only if necessary to prevent substantial and grievous economic injury to the operations of the employer.
- C. **Rights of Key Employees.** The employer has a number of obligations to a key employee:
 1. The employer must notify the employee of key employer status;
 2. The employer must inform the employee if the employer believes there is

a possibility the employee will not be restored at the end of the leave;

3. If the key employee elects not to return to work upon receiving the employer's notice, the employer must continue to maintain health benefits without recovery of employee shared premiums during the period of the leave;
4. The key employee may request reinstatement at the end of the leave. If reinstatement is denied at that time, the employer must notify the employee, in writing, that substantial and grievous economic injury would result from reinstatement.

X. PROHIBITIONS.

- A. Non-Interference.** Employers are prohibited from interfering with, restraining, or denying the exercise by employees of any rights under the Act.
- B. Non-Discrimination.** Employers are prohibited from discharging or discriminating against persons who oppose practices that are unlawful under the Act. Employees have the right to:
 1. Oppose a prohibited practice;
 2. File, institute, or cause charge to be instituted;
 3. Assist or intend to assist investigation or proceeding; and
 4. To testify.

XI. NOTICE REQUIREMENT.

Covered employers must post a notice describing the Act's provisions. The County is also furnishing additional notice and information by including the federal family medical leave benefits description in personnel manuals, employee handbooks, and other written materials.

XII. ENFORCEMENT.

- A. Right to Bring Action.** The Secretary of Labor can enforce the Act in accordance with the FLSA enforcement procedures. In addition, an individual employee can enforce the Act through civil action in any Federal or State court of competent jurisdiction.
- B. Time Limits.** Actions for relief must be brought in writing not later than 2 years after the date of the last event constituting an alleged violation, or within 3 years of the last event if the violation is willful.

C. Remedies. Available remedies include reinstatement, back pay, employment benefits, actual monetary losses, such as the cost of providing care, and attorneys' fees. Further, if the employer acts in bad faith, double damages will be awarded. Finally, an employer is subject to a fine of \$100 per day for failure to post the appropriate notice.

XIII. RECORDKEEPING. An employer must make, keep, and preserve records regarding compliance with the Family Medical Leave Act. The records need not be kept in any particular order or form but must include:

1. Basic payroll and identifying employee data;
2. Dates FMLA leave is taken, including hours of leave, if applicable;
3. Copies of all written notices;
4. Any documents describing employee benefits or employer policies regarding paid and unpaid leaves;
5. Premium payments of employee benefits;
6. Records of any employer/employee disputes over the FMLA;

Employers are not required to submit records to the government unless specifically requested to do so by the Department of Labor.

2013 SHERIFF'S OFFICE WAGE RATES

TITLE	2013 ANNUAL RATE	2013 BI-WEEKLY RATE	2013 WEEKLY RATE	2013 HOURLY RATE
Lieutenant VII	\$ 88,759.52	\$ 3,413.83	\$ 1,706.91	\$ 42.67
Lieutenant VI	\$ 87,019.02	\$ 3,346.89	\$ 1,673.44	\$ 41.84
Lieutenant V	\$ 84,484.50	\$ 3,249.40	\$ 1,624.70	\$ 40.62
Lieutenant IV	\$ 82,023.71	\$ 3,154.76	\$ 1,577.38	\$ 39.43
Lieutenant III	\$ 79,634.79	\$ 3,062.88	\$ 1,531.44	\$ 38.29
Lieutenant II	\$ 77,617.68	\$ 2,985.30	\$ 1,492.65	\$ 37.32
Lieutenant I	\$ 75,650.16	\$ 2,909.62	\$ 1,454.81	\$ 36.37
Sergeant VII	\$ 77,182.48	\$ 2,968.56	\$ 1,484.28	\$ 37.11
Sergeant VI	\$ 75,668.99	\$ 2,910.35	\$ 1,455.17	\$ 36.38
Sergeant V	\$ 73,464.64	\$ 2,825.56	\$ 1,412.78	\$ 35.32
Sergeant IV	\$ 71,325.01	\$ 2,743.27	\$ 1,371.63	\$ 34.29
Sergeant III	\$ 69,247.70	\$ 2,663.37	\$ 1,331.69	\$ 33.29
Sergeant II	\$ 67,493.13	\$ 2,595.89	\$ 1,297.94	\$ 32.45
Sergeant I	\$ 65,783.13	\$ 2,530.12	\$ 1,265.06	\$ 31.63
Detective VII	\$ 67,127.42	\$ 2,581.82	\$ 1,290.91	\$ 32.27
Detective VI	\$ 65,811.24	\$ 2,531.20	\$ 1,265.60	\$ 31.64
Detective V	\$ 63,894.37	\$ 2,457.48	\$ 1,228.74	\$ 30.72
Detective IV	\$ 62,033.46	\$ 2,385.90	\$ 1,192.95	\$ 29.82
Detective III	\$ 60,226.65	\$ 2,316.41	\$ 1,158.20	\$ 28.96
Detective II	\$ 58,551.39	\$ 2,251.98	\$ 1,125.99	\$ 28.15
Detective I	\$ 57,404.13	\$ 2,207.85	\$ 1,103.93	\$ 27.60
Deputy VIII	\$ 59,833.89	\$ 2,301.30	\$ 1,150.65	\$ 28.77
Deputy VII	\$ 58,660.65	\$ 2,256.18	\$ 1,128.09	\$ 28.20
Deputy VI	\$ 56,951.97	\$ 2,190.46	\$ 1,095.23	\$ 27.38
Deputy V	\$ 55,293.14	\$ 2,126.66	\$ 1,063.33	\$ 26.58
Deputy IV	\$ 53,682.58	\$ 2,064.71	\$ 1,032.36	\$ 25.81
Deputy III	\$ 50,643.65	\$ 1,947.83	\$ 973.92	\$ 24.35
Deputy II	\$ 47,634.96	\$ 1,832.11	\$ 916.06	\$ 22.90
Deputy I	\$ 44,843.99	\$ 1,724.77	\$ 862.38	\$ 21.56
Dep. Sheriff/Ct. Sec. VII	\$ 50,473.13	\$ 1,941.27	\$ 970.64	\$ 24.27
Dep. Sheriff/Ct. Sec. VI	\$ 49,483.40	\$ 1,903.21	\$ 951.60	\$ 23.79
Dep. Sheriff/Ct. Sec. V	\$ 48,042.04	\$ 1,847.77	\$ 923.89	\$ 23.10
Dep. Sheriff/Ct. Sec. IV	\$ 46,642.85	\$ 1,793.96	\$ 896.98	\$ 22.42
Dep. Sheriff/Ct. Sec. III	\$ 44,422.06	\$ 1,708.54	\$ 854.27	\$ 21.36
Dep. Sheriff/Ct. Sec. II	\$ 42,713.11	\$ 1,642.81	\$ 821.41	\$ 20.54
Dep. Sheriff/Ct. Sec. I	\$ 41,010.53	\$ 1,577.33	\$ 788.66	\$ 19.72

2014 SHERIFF'S OFFICE WAGE RATES

TITLE	2014 ANNUAL RATE	2014 BI-WEEKLY RATE	2014 WEEKLY RATE	2014 HOURLY RATE
Lieutenant VII	\$ 88,759.52	\$ 3,413.83	\$ 1,706.91	\$ 42.67
Lieutenant VI	\$ 87,019.02	\$ 3,346.89	\$ 1,673.44	\$ 41.84
Lieutenant V	\$ 84,484.50	\$ 3,249.40	\$ 1,624.70	\$ 40.62
Lieutenant IV	\$ 82,023.71	\$ 3,154.76	\$ 1,577.38	\$ 39.43
Lieutenant III	\$ 79,634.79	\$ 3,062.88	\$ 1,531.44	\$ 38.29
Lieutenant II	\$ 77,617.68	\$ 2,985.30	\$ 1,492.65	\$ 37.32
Lieutenant I	\$ 75,650.16	\$ 2,909.62	\$ 1,454.81	\$ 36.37
Sergeant VII	\$ 77,182.48	\$ 2,968.56	\$ 1,484.28	\$ 37.11
Sergeant VI	\$ 75,668.99	\$ 2,910.35	\$ 1,455.17	\$ 36.38
Sergeant V	\$ 73,464.64	\$ 2,825.56	\$ 1,412.78	\$ 35.32
Sergeant IV	\$ 71,325.01	\$ 2,743.27	\$ 1,371.63	\$ 34.29
Sergeant III	\$ 69,247.70	\$ 2,663.37	\$ 1,331.69	\$ 33.29
Sergeant II	\$ 67,493.13	\$ 2,595.89	\$ 1,297.94	\$ 32.45
Sergeant I	\$ 65,783.13	\$ 2,530.12	\$ 1,265.06	\$ 31.63
Detective VII	\$ 67,127.42	\$ 2,581.82	\$ 1,290.91	\$ 32.27
Detective VI	\$ 65,811.24	\$ 2,531.20	\$ 1,265.60	\$ 31.64
Detective V	\$ 63,894.37	\$ 2,457.48	\$ 1,228.74	\$ 30.72
Detective IV	\$ 62,033.46	\$ 2,385.90	\$ 1,192.95	\$ 29.82
Detective III	\$ 60,226.65	\$ 2,316.41	\$ 1,158.20	\$ 28.96
Detective II	\$ 58,551.39	\$ 2,251.98	\$ 1,125.99	\$ 28.15
Detective I	\$ 57,404.13	\$ 2,207.85	\$ 1,103.93	\$ 27.60
Deputy VIII	\$ 59,833.89	\$ 2,301.30	\$ 1,150.65	\$ 28.77
Deputy VII	\$ 58,660.65	\$ 2,256.18	\$ 1,128.09	\$ 28.20
Deputy VI	\$ 56,951.97	\$ 2,190.46	\$ 1,095.23	\$ 27.38
Deputy V	\$ 55,293.14	\$ 2,126.66	\$ 1,063.33	\$ 26.58
Deputy IV	\$ 53,682.58	\$ 2,064.71	\$ 1,032.36	\$ 25.81
Deputy III	\$ 50,643.65	\$ 1,947.83	\$ 973.92	\$ 24.35
Deputy II	\$ 47,634.96	\$ 1,832.11	\$ 916.06	\$ 22.90
Deputy I	\$ 44,843.99	\$ 1,724.77	\$ 862.38	\$ 21.56
Dep. Sheriff/Ct. Sec. VII	\$ 50,473.13	\$ 1,941.27	\$ 970.64	\$ 24.27
Dep. Sheriff/Ct. Sec. VI	\$ 49,483.40	\$ 1,903.21	\$ 951.60	\$ 23.79
Dep. Sheriff/Ct. Sec. V	\$ 48,042.04	\$ 1,847.77	\$ 923.89	\$ 23.10
Dep. Sheriff/Ct. Sec. IV	\$ 46,642.85	\$ 1,793.96	\$ 896.98	\$ 22.42
Dep. Sheriff/Ct. Sec. III	\$ 44,422.06	\$ 1,708.54	\$ 854.27	\$ 21.36
Dep. Sheriff/Ct. Sec. II	\$ 42,713.11	\$ 1,642.81	\$ 821.41	\$ 20.54
Dep. Sheriff/Ct. Sec. I	\$ 41,010.53	\$ 1,577.33	\$ 788.66	\$ 19.72

2015 SHERIFF'S OFFICE WAGE RATES

TITLE	2015 ANNUAL RATE	2015 BI-WEEKLY RATE	2015 WEEKLY RATE	2015 HOURLY RATE
Lieutenant VII	\$ 88,759.52	\$ 3,413.83	\$ 1,706.91	\$ 42.67
Lieutenant VI	\$ 87,019.02	\$ 3,346.89	\$ 1,673.44	\$ 41.84
Lieutenant V	\$ 84,484.50	\$ 3,249.40	\$ 1,624.70	\$ 40.62
Lieutenant IV	\$ 82,023.71	\$ 3,154.76	\$ 1,577.38	\$ 39.43
Lieutenant III	\$ 79,634.79	\$ 3,062.88	\$ 1,531.44	\$ 38.29
Lieutenant II	\$ 77,617.68	\$ 2,985.30	\$ 1,492.65	\$ 37.32
Lieutenant I	\$ 75,650.16	\$ 2,909.62	\$ 1,454.81	\$ 36.37
Sergeant VII	\$ 77,182.48	\$ 2,968.56	\$ 1,484.28	\$ 37.11
Sergeant VI	\$ 75,668.99	\$ 2,910.35	\$ 1,455.17	\$ 36.38
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Detective II	\$ 58,551.39	\$ 2,251.98	\$ 1,125.99	\$ 28.15
Detective I	\$ 57,404.13	\$ 2,207.85	\$ 1,103.93	\$ 27.60
Deputy VIII	\$ 59,833.89	\$ 2,301.30	\$ 1,150.65	\$ 28.77
Deputy VII	\$ 58,660.65	\$ 2,256.18	\$ 1,128.09	\$ 28.20
Deputy VI	\$ 56,951.97	\$ 2,190.46	\$ 1,095.23	\$ 27.38
Deputy V	\$ 55,293.14	\$ 2,126.66	\$ 1,063.33	\$ 26.58
Deputy IV	\$ 53,682.58	\$ 2,064.71	\$ 1,032.36	\$ 25.81
Deputy III	\$ 50,643.65	\$ 1,947.83	\$ 973.92	\$ 24.35
Deputy II	\$ 47,634.96	\$ 1,832.11	\$ 916.06	\$ 22.90
Deputy I	\$ 44,843.99	\$ 1,724.77	\$ 862.38	\$ 21.56
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Dep. Sheriff/Ct. Sec. VI	\$ 49,483.40	\$ 1,903.21	\$ 951.60	\$ 23.79
Dep. Sheriff/Ct. Sec. V	\$ 48,042.04	\$ 1,847.77	\$ 923.89	\$ 23.10
Dep. Sheriff/Ct. Sec. IV	\$ 46,642.85	\$ 1,793.96	\$ 896.98	\$ 22.42
Dep. Sheriff/Ct. Sec. III	\$ 44,422.06	\$ 1,708.54	\$ 854.27	\$ 21.36
Dep. Sheriff/Ct. Sec. II	\$ 42,713.11	\$ 1,642.81	\$ 821.41	\$ 20.54
Dep. Sheriff/Ct. Sec. I	\$ 41,010.53	\$ 1,577.33	\$ 788.66	\$ 19.72