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AGREEMENT BETWEEN UNION COUNTY SHERIFF

AND THE FRATERNAL ORDER OF POLICE/ OHIO LABOR COUNCIL

CASE NO.2013-MED-09-1085

DEPUTIES

JANUARY 1, 2014 Through DECEMBER 31,2016

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ARTICLE 1
AGREEMENT

Section 1.1. Agreement. This Agreement is entered into by and between the Union County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC," on behalf of the employees in the bargaining unit hereinafter defined.

Section1.2. Purpose. The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and set forth the full and complete understandings, and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section1.3. Severability. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraining shall not invalidate or affect the remaining portions hereof or the application of such portions or persons or circumstances other than those to whom or to which it has been held invalid or has been restrained.

In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet at mutually agreeable times (not to exceed thirty (30) days) in an attempt to modify the invalidated provisions by good faith negotiations.

Section 1.4. Waiver of Civil Service. In accordance with the provision of ORC Section 4117.l0(a), all articles listed in the table of contents of this Agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC Section 124.01 through 124.56, Section 9.44, 4111.03, and Section 325.19 or any other sections of the Ohio Revised Code in conflict with any provisions herein. It is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as prohibited by Ohio Revised Code 4117.08(B).

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

A. Time limits for the processing of grievances, and

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

Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this

Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

Section 1.6. Scope of Bargaining. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of the Agreement constitute the entire agreement between the Employer and the FOP/OLC and all prior agreements and policies, either oral or written, are hereby canceled. Therefore, the Employer and the FOP/OLC, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in the Agreement.

Section 1.7. Sanctity of Agreement. Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The Employer recognizes the FOP/OLC as sole and exclusive representative for the purpose of negotiating wages, hours, terms, and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time by the Employer in the classification of Deputy Sheriff as certified by the Ohio State Employment Relations Board on July 13, 1995 (Case Number 95-REP-03-0045).

Section 2.2. Exclusions. All positions and classifications not specifically established as being in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3. Representation Requirements. The FOP/OLC recognizes that an inherent responsibility exists as sole and exclusive agent to represent all bargaining unit employees, regardless of an employee's status as a member or non-member of the FOP/OLC.

Section 2.4. New Positions. In the event that a new position is created within the Sheriff's Office, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the FOP/OLC. If there is any dispute as to the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed. If the parties still do not agree, the Employer may implement its determination, subject to challenge by the FOP/OLC, through the State Employment Relations Board.

ARTICLE 3
DUES DEDUCTION

Section 3.1. Dues Deductions. The Employer and the FOP/OLC agree that membership in the FOP/OLC is available to all employees specified as being in the bargaining unit.

The Employer agrees to deduct regular FOP/OLC membership dues and any fees or assessments implemented by the FOP/OLC from the pay of any employee eligible for membership in the FOP/OLC, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the Payroll Deduction Authorization Form along with a duplicate to be submitted to the Payroll Officer. Upon receipt of the proper authorization form, the Auditor will deduct FOP/OLC dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer. Monthly dues shall be rounded up to the nearest cent, and one-half (1/2) of the monthly dues shall be deducted from the first pay period of each month, and one-half (1/2) the second pay period. The Payroll Deduction Authorization Form, Appendix A, shall be provided by the Employer through the Payroll Officer.

Section 3.2. Indemnification. The Employer assumes no obligation, financial or otherwise, arising out of this article. The FOP/OLC agrees to indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the FOP/OLC.

Section 3.3. Termination of Deductions. The Employer shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of the check-off authorization.

Section 3.4. Limitation of Deductions. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 3.5. Error in Deductions. It is agreed that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within sixty (60) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that FOP/OLC dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessment shall be authorized for the exclusive bargaining agent only, and not for any other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.6. Correction of Deductions. Deductions provided for in this article are subject to the review of the County Auditor as required by the statute. In the event a deduction is not made for any FOP/OLC member during a particular month, the Employer, upon written verification of the

FOP/OLC, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any FOP/OLC member at any one (1) time.

Section 3.7. Certification of FOP/OLC. The rate at which dues are to be deducted shall be certified to the Payroll Clerk by an official of the FOP/OLC at such times during the term of this Agreement as is necessary to be accurate. A one (1) month advance notice must be given the Payroll Clerk prior to any changes in an individual's dues deduction.

Section 3.8. Fair Share Fee. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC after the effective date of this Labor Agreement, shall pay the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by the members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The FOP/OLC shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09(C), federal law, and any judicial decisions interpreting such laws.

Section 3.9. Remitting Deductions. The Employer agrees to furnish the FOP/OLC once each calendar month, a warrant in the aggregate amount of the dues and fees deducted for that calendar month, together with a listing of the employees for whom said deductions are made. All dues and fees collected under this article shall be paid by the Employer within thirty (30) days to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

ARTICLE 4
MANAGEMENT RIGHTS

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

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

installations; and the additional discontinuance of any services, facilities, equipment, materials, or methods of operation;

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

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

D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content, and classification, and establish wage rates for any new or changed classifications;

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

F. The right to establish training programs and upgrade requirements for employees within the Sheriff's Office;

G. The right to transfer, promote, lay off, or otherwise relieve employees from duty for lack of work or other reasons;

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

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

ARTICLE 5
BULLETIN BOARD

Section 5.1. Bulletin Boards. The Employer agrees to provide space for one (1) FOP/OLC bulletin board for all bargaining units in an agreed-upon area of the Employer's facilities.

Section 5.2. Postings. All FOP/OLC notices or other items posted on the bulletin board shall be signed and dated by the FOP/OLC official or associate who is responsible for the posting. It is understood that no material may be posted on the FOP/OLC bulletin board, at any time, which contains the following:

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

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

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

No FOP/OLC-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the FOP/OLC bulletin board.

Section 5.3. Notice Removal. Upon the request of the Employer or the Employer's designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this article.

All items posted on the bulletin board shall be removed within forty-five (45) days of posting.

ARTICLE 6
FOP/OLC REPRESENTATION

Section 6.1. FOP/OLC Representation. Upon reasonable advanced notification, the Employer will grant reasonable access to non-employee and/or employee representatives of the FOP/OLC to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement.

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

The FOP/OLC agrees that no representative of the FOP/OLC, either employee or non-employee, shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the FOP/OLC agrees not to conduct meetings (bargaining unit, grievance, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer.

Section 6.2. FOP/OLC Roster. The FOP/OLC shall provide the Employer a written official roster of its local officers and associate, including the alternates, which is to be kept current at all times by the FOP/OLC and shall include the following:

1. Name;
2. Address;
3. Home telephone number; and
4. FOP/OLC position held.

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

Section 6.3. FOP/OLC Release Time. The investigation and writing of grievances shall normally be on non-work time.

The FOP/OLC associate or designee shall be allowed to use sixteen (16) hours of paid time off to attend the Annual FOP/OLC State Convention and Seminar. Such time off shall be requested in writing at least fourteen (14) days in advance. The Employer shall not withhold permission for the utilization of this time hereunder except in the event of an emergency.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. Meetings. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or designee may, subject to operational needs, meet with not more than three (3) bargaining unit members and one (1) representative of the FOP/OLC to discuss pending problems and to promote a more harmonious labor/management relationship.

FOP/OLC representatives attending labor/management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

Section 7.2. Agenda. The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those FOP/OLC representatives who will be attending shall be submitted in advance. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

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

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

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency;

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

Section 7.3. Special Meetings. It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 8
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 8.1. Employer Pledge. The Employer agrees not to interfere with the rights of employees to become members of the FOP/OLC, and there shall be no disparate treatment,

interference, restraint, or coercion by the Employer or any Employer representative against any employee because of FOP/OLC membership or because of any legal employee activity in an official capacity on behalf of the FOP/OLC.

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

Section 8.3. Joint Pledge. The Employer, the FOP/OLC, and each employee agrees to comply with all applicable laws or constitutional provisions or resolutions forbidding discrimination on account of race, color, religion, sex, age, disability, military status, or political affiliation.

Section 8.4. Gender. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

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

ARTICLE 9
PROBATIONARY PERIODS

Section 9.1. Probationary Periods. Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. Probationary employees who are absent from work more than two (2) weeks during the twelve (12) month period shall have their probation period extended by the length of their absence. A newly-hired probationary employee may be disciplined or terminated any time during the employee's probationary period and shall have no right to the grievance procedure.

ARTICLE 10
NO STRIKE/NO LOCKOUT

Section 10.1 No Strike. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP/OLC recognize their mutual responsibility to provide for uninterrupted services to the citizens of Union County.
Therefore:

A. The FOP/OLC agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, slowdown, or abstinence, in whole or in part from the full, faithful, and proper performance of the duties of employment by its members or other employees of the Employer. When the Employer notifies the FOP/OLC that any of its members are

engaged in any such strike activity, as outlined above, the FOP/OLC shall immediately, conspicuously post notice over the signature of an authorized representative of the FOP/OLC to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Employer may take action against striking employees as authorized by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code.

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

C. Any employee engaging in any such job action may be subject to immediate discipline up to and including discharge.

Section 10.2. No Lockout. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees have violated Section 1 of this article.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee or the FOP/OLC that there has been a violation of the express terms of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement, nor other matters which are controlled by the provisions of federal and/or state laws and/or by the Constitution of the United States.

Section 11.2. Grievances. A grievance may be brought by any employee covered by this Agreement. Where a group of employees desire to file a grievance involving an incident affecting more than one (1) employee in the same or similar manner, the FOP/OLC or one (1) employee selected by the group may process the grievance. Such a grievance shall be designated as a group grievance. The names of each employee on behalf of which the grievance is filed shall be made available at the first hearing. A grievance involving reduction, lost time, or pay for discipline shall be initiated at Step 3 of the grievance procedure. This grievance procedure is not available to probationary employees to appeal disciplinary action.

Section 11.3. Grievance Requirements. All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the parties:

A. Aggrieved employee's name and signature;

B. Aggrieved employee's classification;

C. Date grievance was filed in writing;

D. Date and time grievance occurred;

E. The location where the grievance occurred;

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

G. Specific sections of the Agreement violated;

R. Desired remedy to resolve the grievance.

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

Section 11.4. Time Limits. All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step of the grievance procedure.

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

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 11.5. Self-Representation. When an employee covered by this Agreement chooses self-representation in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC representative will be notified of the right to be present at the adjustment.

Section 11.6. Grievance Limits. Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand, taken by the Employer against any bargaining unit employee, may be appealed up to Step 3 of the grievance procedure, but shall not be appealed to Step 4.

Section 11.7. Procedure. It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the FOP/OLC to affect the resolution of grievances at the earliest step possible. Wherever used in this procedure, unless specified otherwise, "day" shall mean "calendar day."

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the Sergeant (or immediate supervisor within seven (7) days of the occurrence of the incident that gave rise to

the grievance). Such grievance shall be in writing on a mutually agreed-to grievance form. The Sergeant (or immediate supervisor) shall investigate and provide an appropriate answer directly to the grievant or a representative of the grievant within seven (7) days following the date on which the grievance was presented.

Step 2: If the grievance is not resolved in Step 1, the employee may, within five (5) days following the Step 1 reply, refer the grievance to the Lieutenant. The Lieutenant shall have seven (7) days in which to schedule a meeting, if the Lieutenant deems necessary, with the aggrieved employee. The Lieutenant shall investigate and respond in writing to the grievant within seven (7) days following the meeting date or seven (7) days following receipt of the grievance, whichever is later. (Note: If the Lieutenant is also the respondent in Step 1 the grievance should be submitted to Step 3 instead of Step 2).

Step 3: If the grievance is not resolved in prior steps, the employee may, within five (5) days following the last reply, refer the grievance to the Sheriff or the Sheriff's designee. The Sheriff (or designee) shall have ten (10) days in which to schedule a meeting, if the Sheriff (or designee) deems necessary, with the aggrieved employee. The Sheriff (or designee) shall investigate and respond in writing to the grievant within ten (10) days following the meeting date or ten (10) days following receipt of the grievance, whichever is later.

Step 4: Mediation: Any grievance that remains unsolved after Step 3 may be submitted to grievance mediation upon agreement of the parties. If a grievance proceeds to mediation, the procedures set for in Step 5 shall not be stayed during the mediation process. However, it is intended that this Step 4 be completed prior to an arbitrator being selected in Step 5.

The parties agree to use a mediator from the Federal Mediation and Conciliation Services, the State Employment Relations Board, or any other mutually agreed upon individual. The grievant shall have the right to be present at the mediation conference. The Employer and the Union may each have no more than three (3) additional representatives as participants in the mediation effort unless otherwise mutually agreed to by the parties.

Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator.

If a settlement is not reached, the Union may proceed to arbitration. If mutually agreed, the parties may request the mediator to conduct the arbitration.

The dates, times, and places of mediation conferences will be determined by mutual agreement of the parties. Each party will designate a representative

responsible for scheduling mediation conferences. Fees and expenses for grievance mediation shall be shared equally by the parties.

Step 5: Arbitration. A grievance unresolved at Step 3 may be submitted to arbitration upon notification of the FOP/OLC in accordance with this section of this article.

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

A. The Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS or AAA Area (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request from FMCS or AAA another list of nine (9) arbitrators

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

B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

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

D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or the hearing room, if any, shall be borne equally by the parties. The expenses of any non-employee witness shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript(s). Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such

hearing hours are during normally scheduled working hours on the day of the hearing.

ARTICLE 12
INTERNAL REVIEW

Section 12.1. Internal Review. Anytime an employee is questioned concerning an employee's conduct or actions, and-the employee believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the employee, if the employee desires, shall be given a reasonable opportunity to consult with a FOP/OLC representative before being required to answer questions. During all questioning the employee may, upon request, be accompanied by an available FOP/OLC representative.

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

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

C. If the Employer decides to tape record the proceedings, the Employer will provide a copy of the tape to the employee.

D. Employees may be given a polygraph examination and/or voice stress analyzer examination only if they are the primary focus of an investigation, a known witness to an incident, or at the employee's written request directly to the Sheriff. No disciplinary action shall be taken by the Employer based solely on the results of such tests.

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

F. Once the Employer gains knowledge that an investigation is necessary, the Employer shall make a reasonable effort to conduct said investigation in a timely manner. Any employee who has been under investigation shall be informed in writing of the outcome of the case at the conclusion of the investigation.

G. The Employer shall advise any person making a written complaint against an employee that to knowingly make a false complaint is a violation of law.

ARTICLE 13
DISCIPLINE

Section 13.1. Discipline. No employee shall, for disciplinary reasons, be reduced in pay, suspended, or discharged except for just cause. Without limiting the generality of the foregoing, dishonesty, untruthfulness, and/or falsification will normally be considered cause for immediate discharge.

Discipline may include:

1. verbal reprimand;
2. written reprimand;
3. suspension or demotion;
4. termination.

A. Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

B. Whenever the Employer determines that an employee may be suspended, including suspensions per Section (D) of this article, or terminated for disciplinary reasons, the Employer shall provide at least twenty-four (24) hours' written notification to the employee of the charges against the employee and a general explanation of the Employer's evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by an FOP/OLC associate or officer during such response.

C. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, and/or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Agreement, but the employee shall be paid for all lost straight time hours up to the date of such discipline and shall have any vacation, holiday, and/or compensatory time used restored to the employee's credit.

D. In lieu of suspension without pay of ten (10) days or less, an employee may request to forfeit accrued vacation leave or compensatory time on an hour-for-hour basis. Should the Sheriff agree to a forfeiture of such leave, it shall constitute corrective action of record. Such forfeiture shall be noted in the employee's personnel file and shall constitute the final and binding resolution of the agency charges.

E. Any time the Employer or any of the Employer's representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. However, the Employer maintains the unlimited right to post or release any public record (including discipline) as defined in Section 149.43 of the ORC.

F. Whenever the Employer determines discipline is necessary, in accordance with this article, the Employer will attempt to provide the employee being disciplined with any applicable and/or appropriate in-service training which would help correct the employee's behavior that caused the discipline.

ARTICLE 14
PERSONNEL FILES

Section 14.1. Personnel Files. There shall be only one (1) official personnel file maintained by the Employer.

A. Every employee shall be allowed to review that employee's personnel file at any reasonable time upon written request. Such request shall be made to the Employer and review of the file shall be made in the presence of the Sheriff or the Sheriff's designated representative.

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

C. If, upon examining the personnel file, an employee has reason to believe there are inaccuracies in documents contained therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the employee's contentions, a correcting document shall be placed in the file. If the Sheriff disagrees with the employee's contentions, the Sheriff shall attach the employee's memorandum to the document in the file and note their disagreement with the memorandum's content.

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

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

F. To the extent legally permissible, personnel records shall be considered as public records. However, when a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, if known, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released.

Section 14.2. Duration of Records.

A. Records of verbal reprimands will not be considered in future discipline matters twelve (12) months after the effective date of same, and written reprimands will not be considered in future disciplinary matters eighteen (18) months after the effective date of same, provided there is not intervening written notice of disciplinary action relating to another incident during such period.

B. Records of suspensions/demotions will not be considered in future discipline matters thirty six (36) months after the effective date of same, provided there is no intervening written notice of disciplinary action relating to another incident during such period.

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

ARTICLE 15
SENIORITY

Section 15.1. Definition. Total seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. Classification seniority shall be computed on the basis of uninterrupted length of continuous service as a full-time, OPOTA certified, sworn Deputy. However, employees appointed as a Deputy Sheriff prior to 10-1-04 shall have their classification seniority computed the same as their total seniority. Classification seniority will be used in accordance with Section 23.7, Shift Preference, and Section 26.4, Annual Vacation scheduling. Total seniority will be used for all other aspects of this Agreement. However, any employee promoted to a higher position within the Sheriff's Office and then returns to the bargaining unit shall have such time counted as uninterrupted continuous service.

Section 15.2. Continuous Service. The following situations shall not constitute a break in seniority:

A. Absence while on approved leave of absence;

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

C. Military leave;

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

E. Changing Bargaining Units due to layoff;

Section 15.3. Non-Continuous Service. The following situations constitute breaks for which seniority is lost:

A. Discharge for just cause;

B. Retirement;

C. Layofff or more than one (1) year;

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

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

F. Resignation;

Section 15.4. Posting. A seniority list shall be posted in the Sheriff's Office, with a Copy provided to the FOP/OLC, within fourteen (14) days after the effective date of this Agreement. The seniority list shall be updated annually and posted accordingly. Any employee shall have the right to challenge any information on the seniority list within ten (10) days after the list is posted.

ARTICLE 16
LAYOFF AND RECALL

Section.16.1. Notification. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the FOP/OLC, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the FOP/OLC.

Section 16.2. Layoff. If the Employer determines to lay off in the Deputy classification, Deputies will be laid off beginning with the least senior and progressing to the most senior up to the number of Deputies that are to be laid off. All temporary, intermittent, seasonal, and part-time employees in the classification will be laid off before bargaining unit members. An employee may displace a less senior employee in a classification held previously or a vacancy, provided the employee meets the minimum qualifications required. Displacement rights must take place within five (5) days of a layoff notice.

Section 16.3. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further extensive training. Full-time employees with recall rights shall be given the right to reinstatement before any temporary, part-time, intermittent, or seasonal employees may be hired or reinstated in their classification.

Section 16.4. Reporting. In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the

mailing date of the recall notice in which to report for duty, unless a later date for returning to work is specified in the notice.

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

ARTICLE 17
WORK RULES – GENERAL ORDERS

Section 17.1. The Employer agrees that all work rules and general orders shall be applied uniformly within the group of employees to whom such work rules/general orders are directed.

Section 17.2. Subject to the specific rights retained by the Employer in this Agreement, the Employer recognizes its legal obligation under O.R.C. Chapter 4117 to bargain with the FOP/OLC prior to implementation of any changes in wages, hours, or other terms and conditions of employment applicable to members of the bargaining units. Prior to implementing new or changed work rules, policies, or other changes that materially affect wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union seven (7) days in advance of the effective day of implementation. If the Union requests to bargain over such a change within the notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages, hours, or conditions of employment of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 39, Duration, for an applicable succeeding Agreement. Notwithstanding the above, if the change is not a topic of bargaining under RC Chapter 4117, or in the case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give a seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so if time permits, without waiving its rights.

Section 17.3. Whenever practical, the Employer agrees to notify the Union in advance of any changes in the employment relationship that may affect the FOP/OLC or its members through the labor-management committee. The notification is not to constitute an abridgement of management's rights to make changes that it deems necessary. Decisions to change policy and procedures that do not directly affect wages, hours, and other terms and conditions of employment are not subject to the grievance procedure.

ARTICLE 18
JOB POSTINGS

Section 18.1. Promotion. For the purpose of this article, the term "promotion" shall mean the act of placing an individual in a position above the rank of Deputy Sheriff which carries a higher pay range than that previously held.

Section 18.2. Postings. The Employer shall post, internally, vacancies which occur or are imminent within the organization except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Each announcement, insofar as practical, shall specify the title, salary, and nature of the job, the required qualifications, the type of selection procedure to be used, and the deadline and place of application.

ARTICLE 19
SAFETY

Section 19.1. Employer Duties. The Employer shall furnish and maintain in good working condition all tools, facilities, vehicles, equipment, and supplies deemed necessary to safely carry out the duties of each position, but reserves the right to determine what tools, facilities, vehicles, equipment, and supplies are necessary.

Section 19.2. Employee Duties. Employees are responsible for reporting unsafe conditions or practices to the Employer or to their immediate supervisor. Employees are responsible for properly using and caring for the tools, facilities, vehicles, equipment, and supplies provided by the Employer.

ARTICLE 20
SPECIAL ASSIGNMENTS/SPECIAL DEPUTIES

Section 20.1. Special Assignments. All qualified employees of the Sheriff's Office may be hired by various businesses or organizations of the community, with the advance approval of the Sheriff, to work special assignments. Effective July 1, 2014, payment for such services shall be made by the hiring party at a rate of no less than twenty eight dollars ($28.00) per hour for non-profit organizations, with a three (3) hour minimum. This rate shall increase by one dollar ($1.00) to twenty nine dollars ($29.00) on January 1, 2016. Non-profit organizations, excluding schools, churchs and other traditional/accepted non-profit organizations as mutually agreed by the parties, shall be required to provide proof of 501(C)(3) status. For-profit organizations shall pay a minimum of thirty two dollars ($32.00) per hour effective July 1, 2014; thirty three dollars ($33.00) per hour effective January 1, 2015; and thirty four ($34.00) per hour effective January 1, 2016, with a three (3) hour minimum. Details of thirty (30) minutes or less shall have a one and one-half (1½) hour minimum. When a request is received for five (5) or more employees to work the same function at the same time, one (1) such employee must be a supervisor. This supervisor shall be plus rated three dollars ($3.00) per hour for such functions. When employees are working details with other law enforcement agencies they shall be paid the same rate as the highest paid agency they are working with.

Special detail assignments will be made available in the following manner:

A. Regular monthly details will be posted at least fifteen (15) days in advance.

B. For details lasting more than thirty (30) minutes, each officer will be limited to one (1) initial sign-up. After the posting has been up for at least seventy-two (72) hours, officers may sign up for an additional one (1) detail. However, for details lasting thirty (30) minutes or less, each officer shall be limited to four (4) initial sign-ups and an additional one (l) sign-up after the seventy-two (72) hour posting.

C. When the Employer has less than seventy-two (72) hours to fill a detail, the Sheriff or designee will assign any qualified employee. The Employer will attempt to equalize these opportunities as they occur.

D. Reserve officers cannot sign up for details until after the special detail assignments have been posted for at least five (5) days.

E. Rules and Regulations of the Sheriff's Office shall apply to Special Details and grants. The Sheriff reserves the right to withhold an officer's opportunity to participate in the monthly details, for infractions during details, as a form of discipline.

F. Only the Sheriff, or designee, may approve a request for leave time to work a special detail at the beginning of (or end of) a regular tour of duty on the same day as the special detail. This language does not prohibit using approved leave time to work special details when such approval was granted twenty-four (24) hours prior to the special detail.

The parties agree that any extra duty/special duty performed by an employee under this section shall not be considered as overtime.

Employees on sick leave or Family Medical Leave will not be eligible for extra/special duty until such time as they report back to work at their next scheduled shift.

Section 20.2. Reserve Deputies. The parties agree that the Employer may continue to utilize reserve deputies for special details such as parades, fairs, special traffic control, scheduled educational events, and declared emergencies in which regular personnel are deemed not adequate to fulfill the Employer's mission. The Sheriff may continue the current practice of reserves working road patrol.

ARTICLE 21
SUBSTANCE TESTING

Section 21.1. Testing Reasons. Drug/alcohol testing may be conducted on employees randomly and upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

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

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

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

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

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

Section 21.2. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 21.3. Alcohol Testing Procedures. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article.

Section 21.4. Test Results/Refusal to Submit to Testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 21.5. Confirmatory Testing.

A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the same containers collected in the manner prescribed above.

B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

C. In the event the two (2) test results are positive, the employee is entitled to have the sample in the second container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

Section 21.6. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 21.7. Random Testing. Any random testing per this article will be conducted per Department of Transportation Standards. Any random testing will include all sworn officers of the Sheriff's Office.

ARTICLE 22
EMPLOYEE ASSISTANCE PROGRAM

Section 22.1. Assistance Program. The Employer and the FOP/OLC recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.

A. Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, per Article 21 of this Agreement, shall be required to participate in this employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

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

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

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

ARTICLE 23
HOURS OF WORK AND OVERTIME

Section 23.1. Purpose. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees, including flexing an employee's work schedule within the same work period (including Community Service employees, Investigators, and Liaison Officers. Any employee may have their schedule flexed upon mutual agreement between the affected employee and the Employer). The Employer will attempt to give twenty-four (24) hours advance notice when flexing an employee's work schedule, and agrees to only flex the entire tour of duty for that scheduled day. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 23.2. Work Period. The work period for bargaining unit employees shall consist of fourteen (14) consecutive calendar days.

Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of no more than eighty-three (83) hours of work performed during the fourteen (14) day work period.

Section 23.3. Overtime. When an employee is required to work in excess of eighty-three (83) hours in a fourteen (14) day work period, they shall be paid overtime pay for such time over eighty-three (83) hours at the rate of one and one-half (1½) times their regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.

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

B. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Employer before working any overtime.

Section 23.4. Exchange of Days Off. Where an employee requests to work a day off in exchange for a day to be scheduled off, the employee's pay status shall not be affected. When employees exchange shifts with the approval of the Employer (or designee), the pay status of neither is affected, except that an employee who works an exchange and is required to work overtime shall receive the overtime. Shift exchanges must all be done in the same work period.

Section 23.5. Compensatory Time. Employees may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the employee and accumulated hour-for-hour for hours worked over eighty (80) hours per pay period but less than eighty-three (83), and

compensatory time will accumulate at the rate of one and one-half (1½) hours for each hour worked over eighty-three (83) hours per pay period. Each employee's compensatory time bank shall be limited in accumulation to a maximum of thirty-two (32) hours.

Each calendar year employees may carry-over up to twenty-four (24) hours of compensatory time into the next year, however, employees may only have a maximum of thirty-two (32) hours of compensatory time on the books at any one time. Overtime beyond thirty-two (32) hours compensatory time will be paid.

Compensatory time may be taken by an employee in one (1) hour increments upon approval of the employee's supervisor, provided that the employee's absence does not create a hardship on the operations of the Employer, and may be taken only at the beginning and/or end of a shift. The Employer may require forty-eight (48) hours advance notice. If a benefit leave time (i.e. vacation, personal day) has been previously denied, an employee cannot re-submit compensatory time for the same time.

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

Section 23.6. Time Change. In shifts affected by changes to/from Daylight Savings Time where the workday is shortened as a result of the change, no employee will be docked. Where the workday is lengthened due to the time change, that hour will not be compensated.

Section 23.7. Shift Preference. Employees will be assigned to particular shifts on a six (6) month basis by the Sheriff or the Sheriff's designee. Shift assignment shall not be changed during any such assignment period unless unexpected variations mandate that an assignment be changed in order to provide effective delivery of services to the community. The Sheriff also reserves the right to change an employee's shift assignment for disciplinary reasons. The procedures listed below shall be followed in order to benefit the nonprobationary employee and to further satisfy the operational needs of the Employer.

A. At least thirty (30) days prior to the beginning of the shift assignment period, the Sheriff (or designee) shall solicit the written preferences of each employee as to shift assignment. Each eligible employee shall submit a written request for shift assignment within a period of time specified by the Employer.

B. The Employer shall make shift assignments based on the written preference of the employee in order of classification seniority, consistent with job skill qualifications.

C. Employees who are assigned to duties which are regularly carried out on a twenty-four (24) hour a day basis shall be eligible to participate in the shift preference process set forth herein. All such schedules with shift assignments will be posted prior to their effective date. All other employees shall have their hours of work assigned by the Employer in accordance with the other provisions of this Agreement.

D. The exercise of shift preference shall not limit the Employer from making reasonable temporary shift reassignments in order to carry out the mission of the Employer. However, with the exception of reassignments for the purpose of training, such transfers will not be made for periods of less than one (1) workweek. Any employee may have their schedule changed upon mutual agreement between the affected employee and the Employer. To the extent possible, shift assignment changes will be by personal notification.

Section 23.8. Job Assignments. The Sheriff retains the right to assign employees certain job duties, including but not limited to Detectives, Public Safety Officers, K-9 Officer, Field Training Officer, Traffic Officers, Special Response Team, and Community Service Officer. However, such assignments shall be posted prior to being filled to seek interested employees. The Sheriff also retains the right to require any deputy to complete any necessary training in order to become qualified for any of the above-mentioned job assignments. When the Sheriff requires employees to change job assignments, the Sheriff agrees to consider least senior employees before considering more senior employees.

Section 23.9. Travel Time. Travel time, which occurs all on the same day, will count as hours worked when such travel is required by the Employer to attend job-related required training. Travel time will also count as hours worked when such travel occurs during the regular scheduled hours of an employee, even if the travel occurs on the employer's regularly scheduled day off, so long as the travel occurs during the employee's normal scheduled hours on such day off. Travel time will not be counted as hours worked if it occurs outside an employee's scheduled hours on their day off. Travel time, also does not count as hours worked for overnight travel that occurs outside of regular hours.

ARTICLE 24
WAGES

Section 24.1. Wages. Employees covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

Deputies:

Step	A	B	C	D	E
Eff 1/1/14	20.33	21.38	22.31	23.97	27.14
Eff 1/1/15	20.63	21.70	22.64	24.33	27.55
Eff 1/1/16	20.99	22.08	23.04	24.76	28.03

The above hourly rates, each year of the Agreement, will apply as follows: employees currently in Step E on the scale will move to the new scale on the effective pay period in January, each

year; employees in Steps A, B, C, and D will move to the new pay scale, each year of the Agreement, on their anniversary date as indicated in Section 24.3.

Section 24.2. Probationary Employees. New employees shall be paid at Step A on the wage schedule until twelve (12) months of satisfactory service are completed, unless the Employer has exercised its right to begin the new hire at a higher step, not to exceed Step C.

Section 24.3. Step Advancement. Upon successful completion of an initial probationary period, the employee shall be advanced to the next step in the pay range at the beginning of the pay period following the completion date of the probationary period. Thereafter, employees shall advance to each succeeding pay step on their anniversary date within the classification.

Section 24.4. Call In/Court Time. An employee prescheduled for overtime or called in or scheduled for court outside the employee's regularly scheduled shift, which time does not abut the employee's regularly scheduled shift, shall be paid for all time actually worked, but in no event will the amount be less than two (2) hours' pay at one and one-half (1½) times the employee's regular rate of pay.

An employee called in for overtime, with less than twenty-four (24) hours notice, which time does not abut the employee's regularly scheduled shift, shall be paid for all time actually worked, but in no event will the amount be less than three (3) hours' pay at one and one-half (1½) times the employee's regular rate of pay.

Any employee called in to rectify the employee's own error shall be credited with the actual time worked at the employee's regular rate of pay and not with the minimum premium herein stated.

Section 24.5. OPERS Pick-Up. The Employer shall make a "designated OPERS pick-up" of each employee's statutory-required contribution to the Ohio Public Employees Retirement System of Ohio (OPERS) so as to permit the treating of an employee's contribution to OPERS as a deferred annuity for personal income tax purposes. The implementation of the "designated pick-up" shall not result in either an increase or decrease to an employee's gross income.

Section 24.6. An employee who has received a degree from an accredited college or university in criminal justice or related field pertaining to Law Enforcement or Public Administration shall be entitled to an educational incentive bonus as follows. Such incentive will be added to the employee's base rate of pay.

A. Associate Degree - $.29 cents per hour
B. Bachelors Degree - $.49 cents per hour
C. Masters Degree - $.58 cents per hour

Section 24.7. Officer in Charge. When an employee is designated and assigned by the Employer to work and substantially perform the job duties in a higher classification on a temporary basis, the employee shall be paid a fifty cent ($.50) per hour stipend for all hours so worked.

Section 24.8. Public Safety Officers. The Sheriff reserves the right to assign deputies to the classification of Public Safety Officers, and will add the following stipends to the officer's base rate of pay depending upon the highest level of training and certifications:

Level I = $.25 per hour
employee must possess Volunteer Firefighter certification and/or Emergency Medical Technician (EMT) Basic certification.

Level 2 = $.50 per hour
employee must possess Firefighter I certification and/or EMT-Basic certification.

Level 3 = $.75 per hour
employee must possess Firefighter II certification and Emergency Medical Technician (EMT) Basic certification.

The above mentioned stipends will be paid only to deputies holding the position of Public Safety Officer. The Sheriff reserves the right to approve employees advancing to the next higher level.

Section 24.9. Training Pay. Employees who receive any required or voluntary job-related training or certification paid for by the Employer must agree to an employment commitment period as indicated below by maintaining active full-time employment with the Union County Sheriff's Office after successful completion of such training or certification. The employment commitment period must be met prior to termination of regularly scheduled employment or the tuition reimbursement cost must be repaid on a prorated basis to the County. The employment commitment period will be based upon the total amount of the expenses for each training course or certification as indicated below:

Cost of Training/Certification	Commitment Period
$200.00 to $1,000.00	2 years
Over $1,000.00	3 years

All expenses related to the training will be included in the total cost. No repayment will be required upon the retirement (including disability) or the death of the employee.

Employees hired after 12-15-01 will be bound by a signed preemployment agreement concerning reimbursement costs for training and/or required certifications (not to exceed four (4) years).

Section 24.10. Deputies assigned as Field Training Officers (FTO's) will receive a seventy-five cent ($0.75) per hour stipend for all hours assigned as a Field Training Officer. The Sheriff will post a notice and interview all applicants. Applicants must have at least three (3) years full-time service and have at least one (1) year service as a Union County Deputy Sheriff.

Section 24.11. The Sheriff will create the position of Deputy, K-9 Officer. The Deputy assigned as K-9 Officer will receive at least five (5) hours pay per week for time spent exercising, feeding, and otherwise caring for the dog off duty. Such five (5) hours pay may be made by a reduction of

one (1) hour per day from the Deputy's normal scheduled workday, or by regular pay in accordance with Article 23, Hours of Work and Overtime. The five (5) hours shall be counted as hours worked for purposes of overtime calculation.

Section 24.12. Shift Differential. Shift differential shall be paid at the rate of $0.25 per hour for all assigned shifts at or after 3:00 p.m. and prior to 7:00 a.m. Employees must work a minimum of five (5) hours per shift to receive shift differential for all hours worked. This differential will only be paid for actual hours worked and not during any paid leave.

ARTICLE 25
LONGEVITY

Section 25.1. Employees with five (5) or more years of uninterrupted continuous service as a full-time employee of the Employer shall receive longevity pay pursuant to the following schedule:

Service	Per Hour
Five (5) years	$.12
Six (6) years	$.14
Seven (7) years	$.17
Eight (8) years	$.19
Nine (9) years	$.22
Ten (10) years	$.24
Eleven (11) years	$.26
Twelve (12) years	$.29
Thirteen (13) years	$.31
Fourteen (14) years	$.34
Fifteen (15) years	$.36
Sixteen (16) years	$.38
Seventeen (17) years	$.41
Eighteen (18) years	$.43
Nineteen (19) years	$.46
Twenty (20) years	$.48
Twenty-one (21) years	$.50
Twenty-two (22) years	$.53
Twenty-three (23) years	$.55
Twenty-four (24) years	$.58
Twenty-five (25) years	$.60

Longevity pay shall be added to the employee's base rate of pay the next pay period after the employee becomes eligible.

ARTICLE 26
VACATION

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

Length of Service	Vacation
Less than 1 year	0
1 year, but less than 8 years	2 weeks
8 years, but less than 15 years	3 weeks
15 years, but less than 22 years	4 weeks
22 years or more	5 weeks

A week shall be defined as the number of hours an employee is normally scheduled to work.

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

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

Section 26.2. Prior Service Credit. New employees may be entitled to vacation service credit earned during employment with the County. New employees shall be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

Section 26.3. Vacation Carry Over. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer will permit an employee to accumulate and carry over one (l) year accrual of vacation time. Vacation not used in excess of one (1) year accrual will be forfeited.

Section 26.4. Annual Scheduling. Employees shall submit vacation requests during the month of January of each year. Employees shall request, prior to February 1, the dates for that vacation year (February 1 through January 31 of the following year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's classification seniority subject to the following limitations and expectations:

A. Vacation requests submitted after February 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.

B. Vacations are scheduled and approved in accordance with the work load requirements of the Employer.

C. Employees who accrue three (3) or more weeks of vacation must take at least one (l) week of vacation in forty (40) hour increments. The balance may be taken in not less than four (4) hour increments at the beginning or end of a shift.

D. A maximum of two (2) weeks or eighty (80) hours may be taken in any one given time period. No other leave time may be attached to the eighty (80) hours vacation without approval of the Employer.

Section 26.5. Approval Notification. The Employer shall notify employees regarding the approval/disapproval not later than February 15th. Vacation leave approved in accordance with the procedure identified in Section 26.4 will not be cancelled unless an emergency condition exists. However, employees with approved vacation who bid for and move to another shift are not guaranteed to carry their approved vacation to the new shift. Once notification is given, the Employer will post a vacation schedule and any employee wishing to cancel a scheduled vacation must provide the Employer a minimum of fourteen (14) days advanced notification.

Section 26.6. Casual Scheduling. Vacations not requested during the period identified in Section 26.4 may require a minimum of one (l) week advance notification for vacations of forty (40) hour increments and may require forty-eight (48) hours notice for less than forty (40) hour increments. Such requests shall be honored solely on the basis of order of application and shall be subject to the following limitations:

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

B. Employees who accrue three (3) or more weeks of vacation must take at least one (1) week of vacation in forty (40) hour increments. The balance may be taken in not less than four (4) hour increments at the beginning or end of a shift.

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

D. A maximum of two (2) weeks or eighty (80) hours may be taken in any one given time period. No other leave time may be attached to the eighty (80) hours vacation without approval of the Employer.

Section 26.7. Payment on Separation. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at the employee's current rate of pay for all accrued and unused vacation leave to the employee's credit. In case of death of an employee, such unused vacation leave shall be paid to the employee's legal survivor or estate.

ARTICLE 27
HOLIDAYS

Section 27.1. Recognized Holidays. The following days are recognized as paid holidays and will be governed by the procedures set forth in this article:

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

Section 27.2. Rates of Pay. All employees shall receive eight (8) hours' straight time pay at their regular rate for holidays listed in Section 27.1 above. Employees normally not scheduled on the holiday will receive the holiday off, plus their eight (8) hours of holiday pay. All employees who work on a recognized holiday shall receive one and one-half (1½) times their regular rate of pay for all hours worked on the holiday in addition to the holiday pay.

Should a holiday occur during an employee's regularly scheduled vacation, an extra day of vacation will be allowed for those employees not scheduled to work on the holiday, and who do not receive their holiday pay.

Section 27.3. Personal Days.

A. Employees shall receive personal days according to the following schedule:

Years of Service	Personal Days
After one (1) year	One (1) day
After two (2) years	Two (2) days
After three (3) years	Three (3) days
After five (5) years	Four (4) days

B. Personal days may be used in four (4) hour increments upon approval of the supervisor, provided that the employee's absence does not create a hardship on the operations of the Employer.

C. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at the employee's current rate of pay for all accrued and unused personal leave to the employee's credit. In case of death of an employee, such unused personal leave shall be paid to the employee's legal survivor or estate.

ARTICLE 28
MEDICAL INSURANCE

Section 28.1. Medical Insurance. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the level of benefits substantially equal to the plan currently provided. The Employer reserves the exclusive right to select carriers and/or other methods of providing said coverage.

Section 28.2. Premium Contributions. The Employer agrees to contribute toward the premium for health insurance coverage per employee, the same dollar amount contributed toward the premiums of other non-bargaining unit County employees who are paid from the general fund.

ARTICLE 29
UNIFORMS/EQUIPMENT

Section 29.1. The Employer agrees to provide uniforms and equipment for each employee occupying a uniformed position. At the time of hire, standard issue will be made as determined by the Employer. The Employer shall determine the specifications of all uniforms, items covered, and the necessary accessories required. Class "A" uniforms will be dry cleaned at the Employer's expense, as required by the Employer.

Section 29.2. Personal Property Damage.

A. Where an employee supplies evidence that the employee sustained damage to personal property while performing the duties of the employee's assigned work with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements (no more than fifty dollars ($50.00) for jewelry items). The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

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

Section 29.3. Body Armor. The Employer will provide body armor for all employees. The parties agree the Employer may require employees to wear such armor. All such armor shall be replaced according to the maker's schedule.

Section 29.4. Termination of Employment. All uniforms, accessories, and other items of clothing purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer or, with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

Section 29.5. Duty Weapon Purchase. Upon completion of ten (10) years' service with the Employer and retirement pursuant to OPERS/LE, a Deputy Sheriff who in the performance of daily duties carried an Employer-issued firearm shall have the right to purchase same and its related magazines. The price of such weapon will be based on a depreciation schedule of ten percent (10%) per service year of the weapon, with a minimum value of one dollar ($1.00). The Employer shall maintain a record of make, model, and serial number of said weapon in the name of the retired Deputy Sheriff.

Section 29.6. Detective Allowance: Employees who are assigned to the position of Detective shall receive Eight Hundred and Fifty Dollars ($850.00) per year towards the purchase of clothing through a purchase order and a requisition. Receipts will be provided for all clothing purchased. Any portion of the allowance not used will be forfeited and will not be carried over into the following year.

ARTICLE 30
SICK LEAVE

Section 30.1. Accrual. Each employee while in active pay status shall accumulate a maximum of fifteen (15) days of sick leave per year. Said leave shall be earned at 4.6 (four and six-tenths) hours for every eighty (80) hours worked. For purposes of this article, active pay status shall include hours worked (except overtime status) or in a paid leave status. Sick leave shall not accrue while an employee is in any unpaid status including leave of absence, layoff, or suspension.

Section 30.2. Use of Sick Leave. Provided proper notification and request procedures have been followed, sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

A. Illness or injury of the employee;

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

C. Medical, dental, or optical examinations or treatment of employee or a member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during nonworking hours. Medical appointments that cannot reasonably be scheduled during an employee's non-working hours shall, when possible, be scheduled at the beginning or end of an employee's shift so that the employee may work part of their shift.

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

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

F. Death of a member of the employee's family (sick leave usage limited to time actually required to attend the funeral, make necessary funeral arrangements, and to take care of related matters). Maximum usage is limited to five (5) working days for all funerals of a spouse, parent, child or sibling. A maximum of three (3) working days may be used for funerals of all other family members listed in Section 30.3 below.

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

The Employer reserves the right to investigate and verify any employee absence.

Section 30.3. Immediate Family. For purposes of this article, the definition of immediate family is as follows: spouse, child, mother, father, legal guardian, brother, sister, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-brother, half-sister, step-child, step-parent, or any dependent person living in the same household on a continuous basis.

Section 30.4. Procedures.

A. When an employee is unable to report to work, the employee shall notify the Employer not less than one (1) hour, or as soon as possible, before the time the employee is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with the employee's immediate supervisor.

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

C. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

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

be paid by the Employer, and the physician will send the Employer the results of the examination.

E. Application for sick leave with intent to defraud or falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including termination.

F. At the sole discretion of the Sheriff, an employee may receive only 80% of their regular pay for each absence over forty-eight (48) hours of sick leave used in one (1) or two (2) day increments, each calendar year. Sick leave used for bereavement purposes will be paid at 100%, and will not count toward the forty-eight (48) hours standard. Prior to implementing any pay reduction as outlined herein, the employee will be notified in writing that they have established a pattern of one (1) and/or two (2) day uses of sick leave and they will be required to present a physician statement for any use of sick leave.

Section 30.5. Substitute Leave. Vacation leave may be used for sick leave purposes, at the employee's request and the approval of the Employer, after sick leave is exhausted. Employees who have exhausted all sick leave, vacation leave credits, and family medical leave, may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months as provided for in this Agreement.

Section 30.6. Payment of Sick Leave Only Upon Retirement. Upon formal retirement, under the provisions of the Ohio Public Employees Retirement System, an employee with a minimum of ten (10) years' continuous service may convert for cash payment up to one-quarter (1/4) of the employee's accumulated but unused sick leave, not to exceed a maximum of two hundred forty (240) hours. Accepting the cash payment eliminates all remaining sick leave balance up to that time.

ARTICLE 31
FAMILY AND MEDICAL LEAVE

Section 31.1. Family Medical Leave. Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy.

Section 31.2. Disability Leave. An employee who exhausts the family and medical leave may apply for disability retirement pursuant to the provisions of OPERS.

ARTICLE 32
INJURY LEAVE

Section 32.1. Injury Leave. In the event of a service-connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not the result of "horseplay" or

negligence by the employee, the Employer shall grant the employee full pay for a period not to exceed sixty (60) calendar days. The Employer may grant additional injury leave, on a case-by-case and at the Employer's discretion, up to an additional sixty (60) calendar days. This sixty (60) calendar days paid leave is fully paid by the Employer, and is in lieu of workers' compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. If the injury claim is denied by Workers Compensation, the employee will revert to sick leave status. Injury leave is granted on a per incident basis.

Section 32.2. Physical Examinations. The Employer may require an employee claiming a service-connected injury to submit to a physical examination by a physician of the Employer's choosing. Any such examination shall be at the Employer's expense.

Section 32.3. Reimbursement. If a third party is liable to the employee for injuries which are compensated pursuant to this article and the employee receives compensation from the third party, the employee shall remit to the Employer any monies received for lost wages up to the amount paid by the County pursuant to this article. In no event shall the employee be required to remit to the Employer more than the net amount of the employee's recovery, after deduction for attorney fees and costs of litigation.

ARTICLE 33
MILITARY LEAVE

Section 33.1. Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Military Reserve, Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence from their regularly assigned duties for such time period as they are required by such military unit for field training or active duty in accordance with Ohio and Federal law.

Section 33.2. Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of military orders defining the length of the required military leave.

ARTICLE 34
COURT LEAVE/JURY DUTY LEAVE

Section 34.1. Leaves. The Employer shall grant court leave with pay and without any loss of benefits to any employee who:

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

B. is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action.

Section 34.2. Court Fees. The employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.

Section 34.3. Return to Work. The employee shall return to duty if there is time remaining on the employee's shift after being released from court.

ARTICLE 35
LEAVE OF ABSENCE WITHOUT PAY

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

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

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

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

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

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

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

ARTICLE 36
TRAINING AND EDUCATION

Section 36.1. Required Training:

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

B. If accreditation, licensure, or certification requirements of a classification require continuing education or training, or if said requirements change during the term of this Agreement, the bargaining unit member thus affected must meet all such requirements as soon as possible. If the employee does not meet the requirements of that classification after the required training the employee may be temporarily removed from that classification. If the employee fails to meet the requirements on the second attempt the employee may be suspended without pay or terminated at the discretion of the Employer.

Section 36.2. Optional Training. The Employer and the FOP/OLC agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training the Employer deems necessary for the performance of the employees' presently assigned duties.

ARTICLE 37
RESIDENCY

Section 37.1. Residency. Residency for all bargaining unit employees, within one (1) year from their date of hire, shall be Union County or any contiguous counties, consistent with Senate Bill 82 signed into law by the Governor in January, 2006.

Section 37.2. Telephones. All employees shall have working telephones in their residence or be accessible by cellular communications and shall report any changes in telephone numbers or addresses to the Communications Center and Human Resources within twenty-four (24) hours of the change.

ARTICLE 38
MANDATORY PHYSICAL ABILITIES TESTING

Section 38.1. Sworn personnel shall participate in the Mandatory Physical Abilities Testing program. The Physical Abilities Test shall measure whether employees are physically able to perform the essential functions of their position. The program may be subject to change for valid reasons following official notification to the FOP/OLC. Employees who refuse to participate in any part of the Physical Abilities Testing program (other than due to a medical exemption) may be subject to disciplinary action.

Section.38.2. The Employer shall comply with the Americans With Disabilities Act, and shall defend, indemnify, and hold harmless the Fraternal Order of Police, agents, officers, representatives, and members of any of the aforementioned against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of Physical Abilities Testing, specifically including, but not limited to, any cost arising from an action in any court or administrative agency. This section shall not apply to any action brought by the Fraternal Order of Police or any affiliate.

Section 38.3. Employees shall be notified of their Physical Abilities Test score upon completion of the test or as soon thereafter as is practical.

Section38.4. An employee who is exempt under Section 38.7 below, or for any other reason set forth in this section, shall be required to engage in a fitness program, provided such program is approved by the employee's physician.

Section38.5. Sworn personnel shall be tested annually.

Section 38.6. Physical Abilities Test performance scores shall not be used as a criteria for promotions or special assignments, except in cases where it is reasonably determined that the candidate must possess a unique physical standard that is germane to that position.

Section 38.7. An employee may provide the Employer with a written statement from a licensed physician stating that participation in all or any part of the Physical Abilities Test will be detrimental to the employee's health. In such cases the employees shall not be required to participate in the prohibited part(s) of the Physical Abilities Testing procedures except as hereinafter provided.

Section 38.8. An employee requesting an exemption from all or any part of the Physical Abilities Test, by providing a written statement from a licensed physician, may at the sole discretion of the Employer be required to submit to a physical examination by a licensed physician selected by the Employer, at the Employer's expense. In the event that there is a disagreement between the physician selected by the employee and the physician selected by the Employer as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health, at the option of the Employer, another licensed physician shall be selected by agreement of the Employer and the employee to make a determination as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health. The cost of this determination shall be shared by the Employer and the employee. The decision of the physician so selected by the Employer and the employee shall be binding upon the parties as to whether the employee shall be required to participate in the Physical Abilities Test.

Section 38.9. An employee who is temporarily unable to perform the essential functions of the position with a reasonable accommodation may be placed on leave.

Section 38.10. An employee who is exempted from all or any part of the Physical Abilities Test shall upon request from the Employer give the Employer a medical information release authorization which will allow the Employer to obtain information from the licensed physician issuing the written statement describing the medical or physical condition of the employee, and how such condition relates to the Physical Abilities Test, or any particular part of the test, in such a way as to make participation in the test, or any part thereof, detrimental to the employee's health. All information received by the Employer shall be confidential and maintained separately from the employee's personnel file.

Section 38.11. Employees shall provide the Employer a medical clearance from the employee's physician on a form provided by the Employer. The form shall be updated no less than every two (2) years. The form shall describe the tests the employee will be required to undergo.

Section 38.12. During the testing process, any employee who exhibits or complains of any condition which suggests that further participation in the testing process may be detrimental to the employee's health shall not be required or permitted to continue in the testing process. The Employer, at the Employer's sole discretion, or at the request of the employee, may transport the employee to a licensed physician or emergency care facility for immediate attention, or if immediate attention is not deemed necessary, the Employer may require the employee to provide a new medical clearance. The cost of any emergency or immediate medical attention shall be paid by the Employer.

Section 38.13. Employees who pass the annual test will receive a physical fitness uniform ribbon and one (1) additional personal leave day to be used in that calendar year. Employees who fail the annual test will forfeit one (1) day of accrued vacation.

Section 38.14. The Sheriff's goal is to ensure the employees are screened for health risks in those areas recognized by the American Heart Association or other professional medical personnel to be indicators of serious physical health problems. All sworn personnel may complete this component before participating in the physical abilities testing. Those areas of screening provided by the department will be at least the following and may include other tests;

1. Blood pressure evaluation - Use of the American Heart Association standards; those medically at risk will be provided further resources in accordance with the County's health insurance plan.

2. Cholesterol screening - Use of the American Heart Association standards for reference; those medically at risk will be provided further resources or reference through the County's health insurance plan for cholesterol reduction.

3. Should officers exhibit signs during health screenings indicating a possible health problem exists, the officers should seek appropriate screening and further advice from their own doctor pursuant to the health plan provided by the County.

Section 38.15. Participating employees will sign a waiver provided by the Employer.

ARTICLE 39
DURATION

Section 39.1. Duration. This Agreement shall be effective upon signing, and shall remain in full force and effect through midnight, December 31, 2016.

Section 39.2. Renewal. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by a method approved by the State Employment Relations Board.

2014-2016 Agreement Between Union County Sheriff's Office and the FOP/OLC (Deputies)

SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Marysville, Ohio as of the 28th day of July, 2014.

FOR THE UNION COUNTY SHERIFF:

Sheriff Jamie Patton

FOR THE FOP/OLC, INC:

Ross Rader, Staff Representative

FOR THE UNION COUNTY BOARD OF COMMISSIONERS:

Gary Lee

Charles Hall

Steve Stolte

FOR THE BARGAINING TEAM:

Bargaining Team Chairman

Bargaining Team Member

Bargaining Team Member

APPROVED AS TO CONTENT:

Edward Kim, Labor Counsel
Fishel Hass Kim Albrecht LLP

APPROVED AS TO FORM:

David Phillips,
Union County Prosecuting Attorney

Memorandum of Understanding Between

The Union County Sheriff's Office

And

The Fraternal Order of Police,

Ohio Labor Council, Inc.

Deputies

In light of Fact-Finder Cole's award on April 10, 2014 regarding Article 27 Holidays--Section 27.2 Pay Rates, and the below listed understanding of the intent in said award, parties agree to the following:

A. For 2014, Employees will receive a lump sum holiday deposit with their first pay in December. Their holiday pay will be combined with their regular bi-weekly pay. However, taxes will be calculated separately on the holiday pay and the regular pay before the amounts are combined into one deposit.

B. For all holidays occurring after December 14, 2014 until the expiration of this Agreement at midnight on December 31, 2016, earned holiday pay will be paid with the bi-weekly pay deposit when the Holiday occurs.

C. Employees have the option to establish a separate savings/checking account with their financial institution and meet with the County Auditor for direct deposit of any portion of their bi-weekly and/or holiday pay into such separate account.

D. This Agreement is not precedent setting and may not be used by either party in any manner except that the Agreement will be admissible in matters held to enforce the provisions of this Agreement.

For Union County

Sheriff Malcum J. Patton

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

Ross Rader, Sr. Staff Representative

Date: July 28, 2014

Memorandum of Understanding Between

The Union County Sheriff's Office

And

The Fraternal Order of Police,

Ohio Labor Council, Inc.

Deputies

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D. This Agreement is not precedent setting and may not be used by either party in any manner except that the Agreement will be admissible in matters held to enforce the provisions of this Agreement.

For Union County

Sheriff Malcum J. Patton

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

Ross Rader, Sr. Staff Representative

Date: July 28, 2014

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :	}	
	}	
FRATERNAL ORDER OF POLICE,	}	CASE NO.(S): 13-MED-08-0875
OHIO LABOR COUNCIL, INC.,	}	(Deputies)
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	(This will close the open case for
UNION COUNTY SHERIFF,	}	Case No.(s): 12-MED-10-1263)
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted,

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

cc: Mr. Ben Albrecht, balcrecht@fishelhass.com