



AGREEMENT BETWEEN

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01/03/2014

THE PIKE COUNTY SHERIFF'S OFFICE

AND

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

JANUARY 1, 2014 – DECEMBER 31, 2016

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ARTICLE 1: AGREEMENT

This Agreement is made and entered into at Pike County, Ohio by and between the Sheriff of Pike County, Ohio, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as Ohio Labor Council, OLC, or Union.

ARTICLE 2: PURPOSE

- A. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Ohio Labor Council representation, in the establishment of the terms and conditions of their employment and the establishment of a peaceful procedure for the resolution of contract differences between the parties to promote a harmonious relationship between the parties.
- B. Specifically, this Agreement addresses matters pertaining to wages, hours, terms and other conditions of employment between the parties herein.
- C. The use of one gender pronoun or adjective shall be taken to apply to both genders and the use of employee or employees shall be taken to refer to all members of the bargaining unit.

ARTICLE 3: NONDISCRIMINATION

- A. Both the Employer and the O.L.C. hereby reaffirm their commitment, legal and moral not to discriminate in any manner against any member of the bargaining unit on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, national origin, handicap, political affiliation, physical disability or veteran status.
- B. There shall be no discrimination by the Employer or the Ohio Labor Council toward any employee by virtue of participation or non-participation in the Ohio Labor Council.
- C. The provisions of paragraph A of this Article shall be subject to the Grievance Procedure of this Agreement. Grievances alleging violations of the provisions of this Article shall be initiated in the second step of the Grievance Procedure within thirty (30) days of the alleged incident.

ARTICLE 4: MANAGEMENT RIGHTS

- A. The Employer has the exclusive right to manage the business of the Pike County Sheriff's Office and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such rights in the future.

The rights of Management include but are not limited to the right to:

1. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and duties of the Pike County Sheriff's Office, standards of services, its overall budget, utilization of technology and organizational structure;
 2. direct, supervise, evaluate and hire employees;
 3. maintain and improve the efficiency and effectiveness of the Pike County Sheriff's Office;
 4. determine the overall methods, processes, means and/or personnel by which the Pike County Sheriff's Office is to be conducted;
 5. suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
 6. determine the adequacy of the work force;
 7. determine the overall mission of the Pike County Sheriff's Office as a unit of government;
 8. effectively manage the work force;
 9. take actions to carry out the missions of the Pike County Sheriff's Office as a unit of local government; and
 10. promulgate reasonable rules and regulations.
- B. It is agreed by both parties to this Agreement that this Agreement cannot abridge or surrender any of the statutory rights of the Pike County Sheriff granted under the Constitution of the State of Ohio, the Ohio Revised Code or legislative edict promulgated by the state legislature.
- C. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those to the Employer.

ARTICLE 5: RECOGNITION

- A. The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours and working conditions of all members in the bargaining unit. The bargaining unit shall consist of:

1. All full-time sworn deputies holding the ranks of Sergeant, Lieutenant and Captain as described in SERB Case No. 93-REP-04-0085.
 2. All deputy sheriffs sworn under 311.04 of the Ohio Revised Code employed by the Pike County Sheriff including Deputy-Investigator, Deputy Patrol Officer, Deputy Corporal, Deputy Jailer, and Deputy Dispatcher as described in SERB Case Number 86-REP-02-0047 and Deputy Sergeant Dispatcher as described in SERB Case Number 88-REP-03-0033.
 3. Corrections Officers – Dispatchers, SERB Case No. 93-REP-04-0085.
 4. All Civilian Dispatchers, SERB Case No. 93-REP-04-0085.
- B. Full-time and regular employees are those who work at least forty (40) hours per week for all of the weeks of the year except vacations, holidays, and other time off as allowed by this Agreement.
- C. If the Employer creates any new position within the Sheriff's Office, the Ohio Labor Council and the Employer shall meet within fourteen (14) days to determine the classification's inclusion in the Bargaining Unit. If agreement cannot be reduced to a written memorandum within the fourteen (14) days after the meeting between the Office and the Ohio Labor Council representative, the OLC may initiate a grievance at Step Two of the Grievance Procedure within twenty-four (24) calendar days from the meeting.

ARTICLE 6: DUES DEDUCTION AND FAIR SHARE FEE

- A. The Employer agrees to deduct Ohio Labor Council membership dues in accordance with this Article for all employees eligible for the bargaining unit on the first pay period after the 61st date of employment and upon receipt from the employee or the Ohio Labor Council of an authorization card signed by the employee voluntarily for that purpose.
- B. At the completion of six (6) months or one-half (1/2) of the probationary period, the employee shall pay to the Ohio Labor Council a fair share fee in an amount as determined by the Ohio Labor Council not to exceed the F.O.P., Ohio Labor Council dues, in accordance with the provisions of Ohio Revised Code Section 4117.09 (C).
- C. The Employer agrees to deduct regular Ohio Labor Council membership dues, initiation fees or assessments once each month from the pay of any bargaining unit member. Upon receipt of the proper authorization form, the Employer will deduct the Ohio Labor Council dues from the payroll check for the next period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The Employer must be given a one (1) month (30 days) notice for making any changes in any individual's dues deductions.
- D. The Employer shall be relieved from making such individual check-off deductions upon:

1. termination of employment;
 2. transfer or promotion to a job other than one covered by the bargaining unit;
 3. layoff from work;
 4. an agreed leave of absence; or
 5. revocation of the check-off authorization in accordance with its terms and with applicable law.
- E. Each eligible bargaining unit member's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible bargaining unit member certifies in writing by certified mail to the Employer and the Ohio Labor Council that the dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer.
- F. The Employer will cause the dues deducted from the eligible bargaining unit members' pay to be remitted once each month in accordance with this Article to the individual officer designated in writing to receive same by the Ohio Labor Council.
- G. It is specifically agreed by the Employer and the Ohio Labor Council that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Ohio Labor Council agrees that it will indemnify and hold the Pike County Sheriff harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Employer. Once Ohio Labor Council dues are remitted to the Ohio Labor Council, their disposition shall be the sole and exclusive obligation and responsibility of the Ohio Labor Council.
- H. The Employer shall not be obligated to make dues deductions from any bargaining unit member who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- I. It is specifically agreed that neither the Bargaining unit members nor the Ohio Labor Council shall have claims against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was made. It will be corrected at the next pay period that Ohio Labor Council dues would normally be deducted by deducting the proper amount.
- J. All non-probationary employees covered by this Agreement who are members of the Ohio Labor Council on the effective date of this Agreement shall be required to pay Ohio Labor Council dues. Bargaining unit members are not required to join the Ohio Labor Council as a condition of employment; however, upon completion of one-half their probationary period all bargaining unit members who are not members of the Ohio Labor Council shall be required to pay a fair share fee to the Ohio Labor Council as a condition of continued employment. The fair share fee shall cover the employee's prorated share of:

1. The direct costs incurred by the Ohio Labor Council in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and
2. The Ohio Labor Council expenses incurred for activities normally and reasonably employed to effectuate its duties as Exclusive Representative of the employees in the bargaining unit covered by this Agreement.

Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provided the bargaining unit member has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of the Ohio Labor Council, nor shall the fair share fees exceed dues paid by members of the Ohio Labor Council who are in the bargaining unit. The fair share fee shall be certified by mail to the Employer.

- K. The Ohio Labor Council shall prescribe an internal procedure to determine a rebate, if any, for nonmembers, which conforms to federal law, provided a nonmember makes a timely demand on the Ohio Labor Council. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Ohio Labor Council in the realm of collective bargaining. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board (S.E.R.B.) within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination, and S.E.R.B. shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the Employer from the payroll check of the bargaining unit member and its payment to the Ohio Labor Council is automatic and does not require the written authorization of the bargaining unit member.
- L. Any bargaining unit member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the S.E.R.B., it shall declare the bargaining unit member exempt from becoming a member of or financially supporting the Ohio Labor Council. The bargaining unit member shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by the bargaining unit member and the representative of the Ohio Labor Council.
- M. The Employer shall not be required to remit to the Ohio Labor Council the monthly fair share fees on non-union bargaining unit members and the dues, assessments or membership fees of Ohio Labor Council members during the period of an authorized or



149.43 of the Revised Code.

D. Disciplinary Action Records.

1. If there has been no intervening discipline, any record of written reprimand will be removed from the employee's personnel file two (2) years after issuance and will cease to have force and effect thereafter.
2. If there has been no intervening discipline, any record of minor suspension (five days or less) will be removed from the employee's personnel file three (3) years from the date of issuance and will cease to have force and effect thereafter.
3. If there has been no intervening discipline, any record of major discipline, including but not limited to suspensions of more than five (5) calendar days, will be removed from the employee's personnel file five (5) years from the date of issuance and will cease to have force and effect thereafter.

ARTICLE 9: LABOR-MANAGEMENT COMMITTEE

- A. It is the desire of the Employer and the Ohio Labor Council to maintain the highest standard of safety and professionalism in the Office.
- B. Management or its designated representative(s) and the Ohio Labor Council or its designated representative(s) agree to meet, by agreement of both parties, to discuss any issues which either party wishes to raise relating to the Pike County Sheriff's Office.
- C. Such meetings shall be held at times and places as may be mutually agreed upon. Advance requests shall be made at least three (3) days before a proposed meeting date. Along with the request shall be the agenda of items to be discussed. Meetings shall not exceed two (2) hours unless both parties agree to extend the meeting time.
- D. If the Employer calls the meeting, labor-management committee members shall be compensated for that part of the actual time in the meeting that falls within their regular shifts or working hours. If the Ohio Labor Council calls the meeting, committee members shall not be compensated without the consent of the Sheriff.

ARTICLE 10: BULLETIN BOARDS

- A. The Employer shall provide bulletin board space for use by the employees in the Ohio Labor Council bargaining unit. Material posted on the board shall relate only to Labor Council meetings, elections, social events, and reports and decisions affecting the employees in the bargaining unit.
- B. If the Employer finds any objectionable material posted on the bulletin board, the Employer may for just cause remove the material and provide a copy to the Grievance Chairman.

ARTICLE 11: LABOR COUNCIL REPRESENTATIVES

- A. A non-employee representative of the Ohio Labor Council, after reporting to the Sheriff or Shift Supervisor and providing proper identification shall be permitted to visit Bargaining Unit Members at the work site to consult with said members. That access shall not interfere with the performance of the bargaining unit member's duties, nor the operation of the Office itself, to be determined by the sole discretion of the Sheriff or designated representative.
- B. The Employer agrees to recognize two (2) employee Labor Council representatives for the purpose of processing grievances under the Grievance Procedure of this Agreement and for conducting Ohio Labor Council business related to this Agreement.
- C. The Chairperson of the Bargaining Committee is the highest-ranking Labor Council official in the bargaining unit. The Chairperson will be permitted time off as set forth below during the work week to attend to Labor Council and Agreement matters within his/her capacity. During such service in this post, the Labor Council official shall continue entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though he/she were at all times performing job-related duties.
- D. During the term in office, the Labor Council official shall continue to be required to report daily to his/her supervisor at his/her assigned shift starting time, and shall be required to apprise his/her supervisor of his/her whereabouts at all working times that he/she is performing the duties allowed by this Article.
- E. Employees will not be permitted to attend to Labor Council activities or grievance investigation, perform Labor Council duties or attend FOP/Ohio Labor Council related activities without the express consent of the Employer.
- F. The Bargaining Committee Chairperson will be required to cease or forego any of the activities allowed by this Article, upon the direction of his/her supervisor, for the purpose of assisting in emergency police work. None of the duties of the Labor Council official herein described may be conducted on Employer-paid overtime hours.
- G. In the absence of the highest-ranking member of the bargaining unit, an alternate designated by the highest-ranking Labor Council official in the bargaining unit shall be entitled to all the privileges set out in this section.
- H. The Labor Council will notify the Employer in writing of the names of all officers of the bargaining unit and changes which may occur.
- I. Any employees required as a witness in any grievance or discipline hearing shall be compensated by the Employer if called as witnesses by the Employer. Any witnesses called by the Labor Council shall not be eligible for pay if outside their regular work schedule. If an employee is required as a witness during his/her regular work schedule, he/she shall be eligible for full pay and benefits.

- J. Any Grievance representative whose appearance is necessary on behalf of an employee shall be entitled to full pay and benefits if the hearing falls during the representative's work schedule. If the representative appears outside the regular work schedule, he/she shall not be eligible for pay.
- K. One (1) employee shall be granted one (1) day off from his/her accumulated leave to attend the State Labor Council Convention upon two (2) weeks notice.

ARTICLE 12: ABSENTEEISM

- A. Whenever employees have just cause for reporting late or absenting themselves from work, they shall, whenever practicable, give notice as far in advance as possible to their supervisor.
- B. Any employees who are absent from work shall give notice to their supervisor as far in advance as possible of the date of their return to work so Management can rearrange the schedules and assignments for any employee who has been temporarily filling the job.
- C. Should an employee not have just cause for an absence or for failure to give notice, that employee shall be subject to discipline.
- D. In case of dispute as to whether or not an employee had just cause for the following acts, the burden of proof shall be upon the employee:
 - 1. absenting him/herself from work; or
 - 2. failure to report his/her absence; or
 - 3. failure to give notice of return to work.

ARTICLE 13: PROBATIONARY PERIODS

- A. 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 full-time compensation from the employer and shall continue for a period of one (1) year. A newly hired probationary employee may be terminated at any time during the probationary period at the discretion of the employer and shall have no contractual appeal of such removal.
- B. Any employee promoted shall be required to successfully complete a probationary period of six (6) months. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to the former position at any time during probation.
- C. The terms of this Article shall not be subject to the Grievance Procedure, in this Agreement.

ARTICLE 14: SENIORITY

- A. Seniority shall be an employee's length of continuous service only with the Pike County Sheriff's Office. Time worked with other entities will not be credited for any benefits under this Agreement, except the transferring of prior sick leave credit in accordance with the Ohio Revised Code.
- B. An employee shall have no seniority for the probationary period, but upon successful completion of the probationary period, seniority will be retroactive to the last date of hire.
- C. Seniority shall be broken when an employee:
 - 1. resigns; or
 - 2. is discharged for just cause; or
 - 3. retires.
- D. For the purpose of vacations within the Office, seniority shall prevail in the selection of vacation time. Once vacation time has been selected and approved it shall not be changed without approval of the employee and the Sheriff, or designated representative.
- E. The Office shall provide the Ohio Labor Council with one (1) copy of the seniority list within thirty (30) days after the signing of this Agreement. The seniority list shall contain the name, rank, job classification, and date of classification entry of all employees in each Bargaining Unit. Thereafter, the Office shall update the seniority list annually and provide the Ohio Labor Council one (1) copy of the seniority list by January 30 of each succeeding year.

ARTICLE 15: HOURS OF WORK AND OVERTIME

- A. Purpose.

This Article defines the normal hours of work for the Pike County Sheriff's Office. The Sheriff shall have the absolute discretion in determining the normal work schedule and the normal workday and work hours for employees except as provided herein.
- B. Work Period.

The normal work period for the Pike County Sheriff's Office shall be twenty-eight (28) consecutive days. The first day of said twenty-eight (28) day period shall be Sunday. During said work period, the employee will normally work twenty (20) days. The employee will normally receive eight (8) days off during said work period.

C. Workday.

The normal workday shall consist of eight (8) hours of work or until such time as the employee has completed assigned duties. Except in the case of an emergency situation, employees shall not be required to work for longer than twelve (12) consecutive hours or more than sixteen (16) hours in a twenty-four (24) hour period without the express consent of the employee.

D. Scheduling.

1. Determination of the starting time of the daily and weekly work schedules shall be made by the Sheriff.
2. If the Sheriff finds it necessary to change or alter a bargaining unit member's regular schedule or require a bargaining unit member to work in excess of eight (8) hours per workday, the Sheriff shall give the bargaining unit member ten (10) days' notice of the scheduling change, provided that when the circumstances change on which the schedule alteration is based, the new one may be altered on twenty-four (24) hour notice, provided that the Sheriff explain the reason for such later change.

E. Overtime.

1. Definitions.

- a. "Regular rate of pay" means the hourly rate of pay which a member would have received for work performed during non-overtime hours, and for hours up to one hundred sixty (160) within the twenty-eight (28)-day work period. Civilian Communications Officers/Civilian Dispatchers will be paid overtime for all time worked over forty (40) hours in a seven (7) day period.
- b. "Overtime rate of pay" means one and one-half (1 ½) times the employee's regular rate of pay. No overtime shall be worked without prior approval of the Sheriff or Chief Deputy.
- c. "Allowed time," means hours paid for but not worked, as provided in this Agreement.
- d. "Actual time worked" means hours of work wherein an employee is paid while performing work for the Employer.

2. Payment Rate.

Overtime, at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid to an employee for the actual time the employee works in excess of eighty (80) hours worked during the standard work period of fourteen (14) days. Overtime shall be paid within the pay period that it is earned.

3. Payment or Compensatory Time in Lieu of Payment.

Any employee who works overtime in accordance with 1(a) above shall receive compensation at the rate of time and one-half or shall be credited compensatory time at the rate of time and one-half at the employee's discretion. Compensatory time shall be as provided by the Fair Labor Standards Act.

4. Shift Turn-around.

When one work period ends and another begins it is possible for an employee to work in excess of eight (8) hours in a twenty-four (24)-hour period but in two different work cycles. Overtime payment shall not be allowed for this occurrence provided that the employee has at least an eight (8) hour break between the end of one shift and the start of the second shift.

5. Nonduplication.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision of this Agreement. Hours paid for sick leave, vacation, jury duty, holidays not worked and funeral leave, will not be figured or used in the computation of overtime.

F. Call-in Pay.

"Call in" occurs when an employee is requested or ordered to return to work to do unscheduled, unforeseen or emergency work after the member has left work upon the completion of the regular day's work, but before being scheduled to return to work. When a member is called in, he/she shall be paid a minimum of two (2) hours pay at his/her regular rate or shall be paid for the actual hours worked, whichever is greater.

G. Court Time.

Members of the bargaining unit shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate for any job-related court appearance while off-duty, for hours actually worked. For each appearance in court (fifteen [15] minutes prior to the time on the summons until the officer is discharged from court, or until the officer completes any required paperwork at the Office) the employee shall be guaranteed at least two (2) hours minimum at the time and one-half (1 ½) rate (total three [3] hours). Upon completion of the court appearance, the member shall not be required to stand by or perform other work to complete the minimum time periods. A Subpoena is required for all overtime that is court time, even though the case starts during the employee's regular shift.

H. Refusal of Overtime.

In the case of an emergency, the Sheriff shall have sole discretion in ordering employees to report to work.

I. Overtime Opportunities.

Bargaining unit members shall be called for overtime work on a rotational basis. The Sheriff will attempt to contact all individuals as their turn comes up on the overtime list.

J. At the time of separation from employment with the Pike County Sheriff, employees will be paid their current hourly rate of pay for all accrued but unused compensatory time credit.

ARTICLE 16: LAYOFF AND RECALL

- A. When the Employer determines that a long term layoff or job abolishment is necessary, he shall notify the affected employees five (5) 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 Ohio Labor Council, agrees to discuss, with representatives of the Ohio Labor Council, the impact of the layoff on bargaining unit members.
- B. The employee(s) with the least seniority will be laid off first.
- C. An employee who is laid off shall be placed in a recall list for a period of time equal to his accumulated seniority with the Pike County Sheriff's Office or for a period of two (2) years, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided that they are presently qualified to perform the work in the work section to which they are recalled.
- D. Notice of recall shall be sent to the employee by certified mail at the last known address provided in the employee's personnel file. It is the employee's responsibility to provide the Pike County Sheriff's Office with his current address.
- E. The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intentions to return to work and shall have fifteen (15) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 17: HOLIDAYS

A. Holidays.

- 1. The Office shall observe the following as holidays.

New Year's Day

Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Eight (8) hours comp time for all Bargaining Unit members for Christmas Eve, the day after Thanksgiving **and Spring Holiday – Friday before Easter**.

2. An employee required to work on one of the above listed holidays shall be paid holiday premium pay at the rate of one and one-half (1 ½) times their regular rate of pay in addition to their regular eight (8) hours pay, or compensatory time at the employee's request. An employee who does not work on a holiday shall receive their normal rate of pay for an eight (8) hour day.
3. Holidays shall consist of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting time thereto on the holiday.

B. Holiday Eligibility.

1. To be entitled to holiday premium pay an employee must be on actual time worked their first scheduled day before and after a holiday, or receive pay for those days. To be entitled to holiday "straight-time pay", an employee must be on the active payroll (i.e., receives pay) on their first scheduled day before and after the holiday.

ARTICLE 18: FUNERAL LEAVE

A. Employees shall receive funeral leave as follows:

In the case of a death in the employee's immediate family (wife, husband, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchild, step-parents, sister, brother, child, stepsister, stepbrother or stepchild), up to three (3) days leave with pay, one day of which must be the day of the funeral of the deceased. Funeral leave shall be deducted from an employee's accumulated sick leave. Any question arising under this Article will cause the burden of proof to be on the employee. One day will not be deducted from sick leave.

ARTICLE 19: JURY DUTY AND WITNESS DUTY

- A. Employees serving jury duty will be granted time off with pay for the time lost during the regular work week. Employees shall turn in their jury duty slips upon completion of jury service and shall be paid the difference between jury fees and regular pay.
- B. Employees serving as witnesses in a work-related case will be granted time off with pay

for the time lost during the regular work week. Employees shall turn in their witness pay or court slips upon completion of service and shall be paid their regular pay for time lost during their regular scheduled hours. If an employee is excused from witness duty during the work day, the employee shall report back to work within a reasonable amount of time.

- C. Bargaining Unit members are entitled to witness pay for non-work related cases as long as the bargaining unit member is not personally involved in the case or its outcome. Article 19 covers situations not covered by Article 15.

ARTICLE 20: MILITARY LEAVE

- A. Any full-time County employee who enlists in the United States Armed Forces or the Ohio National Guard or who is currently a member of the United States Armed Forces or the Ohio National Guard or any Reserve Unit thereof shall be granted a military leave of absence in accordance with the Ohio Revised Code Section 5923.05 and Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994. The following provisions shall be applicable to all employees granted a military leave of absence. The Sheriff will comply with Ohio Revised Code Section 5923.05 and the Uniformed Services Employment and Re-employment Act (USERRA) of 1994 and amendments.
 - 1. The military leave shall be granted for not more than one draft and one voluntary enlistment.
 - 2. While on military leave of absence, said employee shall receive no wages or benefits from the County in any form or manner.
 - 3. An employee on a military leave of absence from the County must request to return to employment with the County by contacting the Sheriff in writing within ninety (90) days of receiving an honorable discharge or separation from the United States Armed Forces, Ohio National Guard, or Reserve Unit thereof.
 - 4. Upon returning to work for the County the employee will be granted full seniority for his/her entire enlistment time the same as if such employee had worked continuously with the County during enlistment. Any employee who enters the military prior to completing the required probationary period shall be required to complete the remaining time under his/her former probationary status.
 - 5. Each employee returning from military service shall be placed in his/her former job, if in existence, or if not in existence, he/she shall be offered a substantially equivalent job as his/her seniority, skills, ability, knowledge and physical fitness warrant, subject to the provisions of the Universal Military Training Act, as amended, where applicable.
 - 6. Temporary and permanent part-time personnel and provisional appointees are not eligible for a military leave of absence.

7. Employees returning from military leave of absence shall be required to place in writing their request to be reinstated to their former position and the date they will be available for work.
8. Request for military leave of absence shall be made by the employee and the County Auditor shall receive a copy of the request for his/her records.
9. Failure of an employee who has been granted a military leave of absence to request reinstatement to his/her former positions within ninety (90) days after receiving an honorable discharge or separation from military service shall cause such employee to forfeit all reinstatement rights within the County.

ARTICLE 21: PERSONAL LEAVE DAYS

- A. The Employer shall grant each Bargaining Unit member up to four (4) personal leave days per calendar year, which shall be taken in increments of four (4) hours or more. Personal Leave days shall be charged against the Bargaining Unit member's accumulated sick leave.
- B. Personal leave days are non-cumulative from year-to-year, and shall be lost for future employee use if not used in the calendar year for which they are granted.
- B. Bargaining unit members shall make application for personal leave time to their supervisor twenty-four (24) hours in advance of the requested time off stating the amount of personal leave time to be used and when said leave should start.

ARTICLE 22: PREGNANCY LEAVE

- A. Sheriff's Office employees shall, upon written request to the Sheriff, be granted a pregnancy leave without pay for a period not to exceed four (4) months.
- B. The bargaining unit member shall submit a doctor's statement as to when the leave should begin and that the Bargaining unit member is able to return to work to resume full duties when the leave is to end.

ARTICLE 23: PAID ABSENCE DAYS

- A. Any employee in an active work status and who does not utilize any sick leave for any 120-day consecutive calendar day period shall be entitled to one (1) paid absence day.
- B. Paid absence days off must be requested in the same manner as a vacation or holiday request and are subject to approval based upon the workload requirements of the Employer. The 120 consecutive calendar day period begins the first day following the last incident of sick leave usage and ends 120 calendar days later. Paid absence days must be taken within one (1) year of being earned, or may upon written request of the bargaining unit member convert the one (1) paid absence day to one (1) day of sick

leave.

ARTICLE 24: SICK LEAVE/FAMILY MEDICAL LEAVE (FMLA)

A. Accumulation.

1. Sick leave shall accumulate at the rate of 4.6 hours per 80 hours of work completed for all employees in the Office.
2. In addition to the above accumulation, employees covered under this Agreement shall be granted 0.0575 of an hour sick leave accumulation for each hour of overtime paid and 0.0575 of an hour sick leave accumulation for each hour of court time paid, when said time is outside the employee's scheduled hours of work.
3. An employee without prior public service shall accumulate sick leave without limit.

B. Approved Use.

Employees shall be granted leave with full pay for actual illness or injury, confinement by reason of quarantine, serious illness of the employee's immediate family who is a permanent resident in his home upon certification from a physician stating the employee's need to care for the ill family member, and/or non-routine visit to a physician or dentist for medical care up to the number of accumulated sick leave days the employee has earned. Employees absent on sick leave for a period of three (3) consecutive working days may be requested to provide a physician's statement verifying the nature of the illness and attesting to the employee's fitness to return to work. Whenever possible the employee will make reasonable efforts to schedule doctors appointments outside of working hours, or utilize the minimum sick leave time necessary.

C. A sick leave bonus of \$100 will be granted to any employee who works ninety (90) days without any use of sick leave.

D. Family and Medical Leave

The parties will comply with the Family Medical Leave Act of 1993 as stated in the Pike County Commissioners Personnel Policies.

ARTICLE 25: SICK LEAVE CONVERSION UPON RETIREMENT

A. Employees who have attained ten (10) years service with the Pike County Sheriff's Office (as computed under Article 14: Seniority) may convert one-fourth (1/4) of up to two hundred and forty (240) days (a maximum of 60 days) of accumulated sick leave upon termination of employment or retirement from the Pike County Sheriff's Office. Such conversion cancels all accumulated sick leave from the employee's credit.

B. Employees of the Pike County Sheriff's Office who have taken a cash payout from any

other public agency in Pike County involving sick leave conversion (unless such conversion was caused by employee disability) shall have said number of days deducted from the sixty (60) days maximum payment they could be entitled to from the Pike County Sheriff's Office. This does not apply to employees from another public agency in Pike County whose sick leave conversion was taken because of physical or mental disability.

- C. Employees who are discharged for just cause or who sever with less than ten (10) years service with the Pike County Sheriff's Office are not entitled to sick leave conversion under this Article.
- D. In case of the death of an employee of the Pike County Sheriff's Office, accrued but unused sick leave shall be paid to said employee's estate in accordance with "A" and "B" above. Employees who die in the line of duty shall receive their sick leave conversion under paragraphs A and B without meeting the ten (10) year service requirement.

ARTICLE 26: VACATION LEAVE

- A. All vacation leave shall be approved in advance by the Sheriff or his designated representative. Vacation shall be scheduled so as not to conflict with the duties and obligations of this Office to the taxpayers of Pike County. No two (2) employees of the same classification will be on vacation at the same time without prior approval from the Sheriff.
- B. All permanent Pike County employees will receive the following amount of paid leave based upon the length of continuous service with the Pike County Sheriff's Office.

<u>Years of Continuous Service</u>	<u>Vacation Weeks (hours)</u>
1 – 7 full years	Two Weeks (80 hours)
8 – 14 full years	Three Weeks (120 hours)
15 – 20 full years	Four Weeks (160 hours)
21 or more full years	Five Weeks (200 hours)

- C. Vacation requests will be submitted for approval fourteen (14) days prior to the effective date of the vacation requested.
- D. Unused vacation time may be carried over into the following year with the consent of the Sheriff.
- E. Employees may accrue to a maximum of two years vacation. Any vacation beyond two years accrued value will be taken within the year that it is earned, or compensated by payroll check. Anything beyond above accrual shall be paid. The Sheriff shall have the option of placing the bargaining unit member on vacation, or paying them for any time in excess of two years accrual.
- F. An employee whose scheduled vacation falls within a week containing a paid holiday will

not have the holiday charged against vacation time. An employee so affected shall be granted an additional vacation day to be scheduled at the discretion of his supervisor and/or the Sheriff.

- G. Members of the bargaining unit who have attained more than one (1) full year of continuous service with the Pike County Sheriff's Office and who are laid-off or terminated prior to reaching their next anniversary date will receive vacation pay at the following rate: For each full week worked past the employee's anniversary date, the employee shall receive the number of vacation days that would have been earned within that year had employment been uninterrupted. Employees covered by this Article shall also receive pay equal to any and all unused vacation days earned within the prior year.
- H. When an employee separates from employment with the Pike County Sheriff, he/she will be paid at his/her current hourly rate of pay for all accrued but unused vacation time credit.

ARTICLE 27: WORK RULES

- A. The Employer agrees that existing work rules and division directives shall be reduced to writing and provided to all covered members. The Employer agrees that new or revised work rules and division directives shall be provided to members in advance of their implementation. All employees will sign and date that they have read the new rules. All work rules or division directives must be applied and interpreted uniformly as to all members. Work rules or division directives cannot violate this contract.

ARTICLE 28: DISCIPLINE

- A. Purpose.

The Sheriff agrees that a member of the bargaining unit shall not be discharged after the effective date of this Agreement without just cause. In all instances in which the Sheriff may conclude that a bargaining unit member's conduct may justify suspension or discharge, the bargaining unit member shall first be placed on administrative leave. Such initial administrative leave shall be for not more than seven (7) calendar days. No discipline shall be taken against any bargaining unit member except for just cause. Bargaining unit members who are arrested and charged with a felony shall be placed on administrative leave without pay pending the resolution of the charges against the bargaining unit member.

- B. Procedure.

The bargaining unit member and the Ohio Labor Council representative shall be given a statement in writing promptly, but not later than forty-eight (48) hours from the time of the suspension, as to the reason(s) for the suspension and if further discipline is contemplated. The Sheriff shall make an effort to communicate the reason(s) to the bargaining unit member and the Labor Council representative prior to the start of the

suspension. All Bargaining Unit members shall receive a pre-disciplinary hearing prior to being suspended without pay.

- C. Complaints concerning suspensions of four (4) calendar days or less shall not require a hearing before the Sheriff, but instead shall be initiated in the second step of the Grievance Procedure with the Sheriff. The grievance must be filed within ten (10) calendar days from the last day of the suspension.
- D. If the initial suspension is for five (5) calendar days or more the bargaining unit member shall, during this period of initial suspension, have a hearing before the Sheriff and such management representatives present that the Sheriff may choose and such Ohio Labor Council representatives present as the Ohio Labor Council may choose. The bargaining unit member may request in writing to waive the hearing.
- E. Such hearing shall be held within the seven (7) calendar days from the start of the administrative leave period. The period for the hearing may be extended by mutual agreement of the parties.
- F. If the bargaining unit member waives his/her right to a hearing, the Sheriff shall issue a decision on the case within seven (7) calendar days. The affected bargaining unit member may thereafter present a grievance at any time within ten (10) calendar days from the filing of the Sheriff's decision in B above with the bargaining unit member and the Ohio Labor Council; such grievance shall be introduced at the second step of the Grievance Procedure.
- G. At the suspension hearing, the facts concerning the case shall be made available to both parties.
- H. After such hearing, the Sheriff shall conclude within seven (7) working days whether to convert the suspension into discharge or extend, reduce, sustain or revoke the suspension.
- I. If the suspension is revoked, the bargaining unit member shall be returned to work and shall receive full compensation at his/her regular rate of pay for the time lost.
- J. If the suspension is sustained, extended or converted into discharge, the bargaining unit member may, at any time within twenty (20) calendar days from the filing of the Sheriff's decision, allege and present a grievance to be introduced at the third step of the Grievance Procedure.
- K. Disciplinary action involving verbal or written warnings and/or reprimands will be removed at the end of two (2) years providing no intervening disciplinary action has occurred.
- L. Disciplinary action involving suspensions of five (5) days or less shall be maintained in a bargaining unit member's personnel file for two (2) years providing no intervening disciplinary action has occurred.
- M. Disciplinary action involving suspension of five (5) calendar days or more shall be

maintained in a bargaining unit member's personnel file for five (5) years providing no intervening disciplinary action has occurred.

- N. A probationary bargaining unit member does not have recourse to the Grievance Procedure for removal during the initial employment probationary period.
- O. The Employer will not use a polygraph or other truth detecting device or mechanism without the written consent of the employee.
- P. The F.O.P./Ohio Labor Council representative shall have disclosure on the non-criminal information upon which a suspension is based. The request may be made in writing to the Sheriff or designee.

ARTICLE 29: INVESTIGATIVE ACTION

- A. When a bargaining unit members suspected of a violation are interviewed, they shall be advised that the interview is for disciplinary purposes. Such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be without the knowledge of both parties.
- B. When Office or personnel issues are at question, the bargaining unit member shall be read the Garrity warnings; if criminal matters are at question, the bargaining unit member shall be read the Miranda warnings as well.
- C. Any interrogation, questioning or interviewing of Bargaining Unit members will be conducted at hours reasonably related to their shift including but not limited to immediately before or after their working hours. Management has the right to require the attendance of a bargaining unit member outside working hours. When attending any such session outside working hours, the bargaining unit member shall be compensated in accordance with the provisions of this Agreement.
- D. 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. Before Bargaining Unit members may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, they shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. At all steps of an investigative action described in this Article, a bargaining unit member shall have the right to have a representative of his/her choice present. The parties may mutually agree to extend the time limits.

ARTICLE 30: GRIEVANCE PROCEDURE

- A. The term "grievance" is defined as an allegation by a bargaining unit member, the O.L.C. or the Employer that there has been a breach, misinterpretation, or an improper application of this Agreement. It is specifically agreed by the parties that the grievance procedure is not to be abused so as to effect changes in this Agreement nor to address

those matters not specifically set forth by this Agreement.

- B. The parties specifically agree that the grievance procedure is the exclusive and sole remedy of the parties herein.
- C. All grievances must be filed using the grievance forms as provided by the Ohio Labor Council. In order to be considered, a grievance must contain the following information:
 - 1. the aggrieved employee's name and signature;
 - 2. the aggrieved employee's classification;
 - 3. the date the grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
 - 4. the date the grievance was filed in writing;
 - 5. the date and time the grievance occurred;
 - 6. the location where the grievance occurred;
 - 7. a description of the incident giving rise to the grievance;
 - 8. the specific Article(s) and Section(s) of this Agreement allegedly violated; and
 - 9. the desired remedy.
- D. Each employee shall be afforded the right to representation of his choice at any time during the grievance procedure.
- E. The procedure shall consist of three (3) steps. An employee filing a grievance of a non-disciplinary nature must utilize each Step before action within the subsequent Step may be undertaken. Grievances dealing with disciplinary actions under Article 29, Paragraph C will be filed directly at the Second Step.
- F. Employees and supervisors are urged to attempt to resolve differences informally prior to the implementation of the grievance procedure. No grievance shall be considered or adjusted unless the same has been commenced within ten (10) actual working days after the occurrence of the act or acts.
- G. Grievances not appealed to the next Step of the procedure will be considered settled on the basis of the Management decision in the prior Step. Grievances not answered in a timely manner automatically go to the next Step of the procedure. Time limits of any Grievance Step may be extended by mutual agreement of the participants. At any time, a Labor Council member may withdraw his/her grievance and the same shall be a bar to the Labor Council proceeding therewith.
- H. Grievance Procedure.
 - 1. Step One.
 - a. The affected employee will verbally discuss the problem and the circumstances surrounding it with the Chief Deputy or Sheriff's designee. If the grievance cannot be resolved, the employee shall reduce the grievance to writing.

- b. Once the complaint is reduced to writing, which must be done within ten (10) calendar days from the unsuccessful conclusion of the discussion in 1(a) immediately above, it must be signed and dated by both the Chief Deputy or Sheriff's designee and the employee. The Chief Deputy or Sheriff's designee must then give the employee a written response within five (5) calendar days. The employee will sign and date the response.

2. Step Two.

- a. The employee may wish to appeal the decision of the Chief Deputy or Sheriff's designee in Step 1(b) to the Sheriff or his designated representative. This appeal must be filed within ten (10) calendar days after receipt of the response from the Chief Deputy or Sheriff's designee.
- b. Upon receipt of the employee's appeal, the Sheriff will schedule a hearing within five (5) calendar days and notify the employee in writing of the time, place and date of the hearing.
- c. Upon the conclusion of the hearing in Step Two(b), the Sheriff or designated representative will issue a final decision on the grievance within five (5) calendar days.

3. Step Three.

- a. If the grievance is not satisfactorily resolved at Step Two, it may be submitted to Arbitration upon the written request of the Labor Council in accordance with this Section of this Article.
- b. Within twenty (20) calendar days from the date of the written answer on a grievance under Step Three in the grievance procedure, the grieving party shall notify the other of its intent to seek arbitration over an unadjusted grievance.
- c. The representatives of the parties (the Labor Council and the Employer) shall schedule a meeting to be held within twenty (20) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. Either party may withdraw its request to arbitrate at any time prior to the actual hearing.
- d. Any grievance not submitted within the twenty (20) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or his designated representative.
- e. After receipt of a request to arbitrate, within ten (10) calendar days as listed in 3(b) above, the parties shall jointly submit a request to the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA), or the Arbitration and Mediation Services (AMS) for a list of arbitrators. The parties shall equally share the cost of obtaining a

list of arbitrators. The party who will strike the first name shall be determined by the toss of a coin. Thereafter, each side shall alternately strike a name from the list until one remains. The name of the arbitrator selected shall be forwarded within ten (10) calendar days. Either party shall have the right to reject up to one (1) list of arbitrators before selecting an arbitrator, if this rejection of the FMCS or any other mutually agreed upon agency list is made prior to the date to strike names, the party rejecting the list will be responsible for paying for the new panel from FMCS or any other mutually agreed upon agency. The party who cancels an arbitration shall be responsible for the costs of the cancellation. If mutually agreed to cancel, the cost will be split.

- f. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in paragraph A of this Article and in reaching a decision, the arbitrator shall have no authority to add to or subtract from or modify in any way any provisions of this Agreement. The Arbitrator shall have no authority over the establishment of wage rates not negotiated as part of this Agreement.
- g. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her (unless otherwise agreed to by the parties).
- h. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Office's payroll, the award will be less any income received from public sources and shall not include the assumption that the employee would have worked overtime during the period of separation from the Office's payroll.
- i. Any issue not presented in the prior step of the grievance procedure will not be presented in arbitration, unless the parties introduce new issues by mutual agreement.
- j. All decisions of arbitrators consistent with the powers enumerated above and all pre-arbitration grievance settlements reached by the Labor Council and the Employer shall be final, conclusive and binding on the County, Labor Council, and the employees.
- k. The costs of the arbitrator, including the travel expenses, hearing room, etc., shall be split equally by the parties, with each party paying one-half.
- l. The costs of any copies of the arbitration transcript shall be paid by the requesting party.

I. A failure of probation is not subject to the Grievance Procedure.

ARTICLE 31: ADVANCED INSERVICE TRAINING

- A. The determination of training and standards of employees are the rights of the Employer. Any training required of employees of the Pike County Sheriff's Office will be paid for by the Pike County Sheriff's Office. Any failure of the employee to attend the training, unless excused by the Sheriff, shall obligate the employee to bear the cost of the training missed.
- B. As notices of training opportunities within Ohio or a 75-mile radius from Pike County are received by the Office, they will be posted on the bulletin board so that all employees will be aware of the opportunity. Employees who are interested in attending the training advertised in the notice can make a request of the Sheriff to attend the training. This paragraph B is not grievable.
- C. Employees will receive training on all new equipment received and/or put into use by the Office that pertains to their job duties.
- D. The Office will continue the practice of allowing officers to re-qualify on firearms while on duty.

ARTICLE 32: OCCUPATIONAL SAFETY AND EQUIPMENT

- A. The Employer agrees that all employees should abide by safe work practices and methods. Both the Employer and the employees recognize that there are certain inherent dangers in the duties of a law enforcement officer and each employee agrees to accept these dangers when taking employment with the Pike County Sheriff's Office.
- B. The Employer will maintain all equipment used by employees in a safe working order. Employees who violate safety rules of the Pike County Sheriff's Office will be subject to disciplinary action.
- C. The Employer will endeavor to upgrade the Sheriff Office's equipment during the term of this Agreement mindful that this can only be accomplished within the financial resources available to the County. Employees are responsible for reporting to the Employer any unsafe conditions or equipment.
- D. The Employer will provide each Road Deputy, any supervisor who performs Road Patrol duties, and all Dispatchers and Corrections Officers in the bargaining unit with approved bullet-protective body armor which shall be worn by the Deputy, Supervisor, Dispatcher or Corrections Officer at all times that he/she is on duty. Bargaining Unit members who do not comply with the vest-wearing requirement will be subject to discipline. The Employer will replace ballistic vests in accordance with the manufacturer's specifications.
- E. Dispatchers and Corrections Officers will be required to wear protective body armor as described above until such time as their current protective body armor is scheduled for replacement. At that time, the wearing of protective body armor will be optional and will be provided to the Dispatcher and Corrections Officers upon request to the Sheriff. Once provided by the Sheriff to the Dispatcher or Correction Officer pursuant to this



ARTICLE 33: UNIFORMS, CLOTHING AND EQUIPMENT

- A. All bargaining unit members shall receive **three** complete sets of uniform clothing upon employment including leather gear
- B. All bargaining unit members shall be able to order additional items of uniform clothing as needed, upon approval of the Sheriff.
- C. Uniforms shall be replaced at the Employer's expense. The Employer will make reasonable efforts to replace worn, or unserviceable, uniforms in a timely manner.
- D. Employees will be permitted to dry clean two uniforms per week at county expense.
- E. If and when the Sheriff approves the purchase of boots, bargaining unit members can either receive a pair of the approved boots provided by the Sheriff or be reimbursed for up to the cost of the Sheriff's Office approved boots (minus any taxes), as long as the boot is approved by the Sheriff. Reimbursement is contingent upon presentation of a receipt.

ARTICLE 34: INSURANCES

- A. Operator's Insurance.

The Employer shall pay the cost of all premiums for operator's insurance for the operation of the Employer's vehicles while employees are on duty. Bargaining unit members must remain insurable for vehicle insurance or be removed from active employment, or be otherwise disciplined.

- B. Definition.

A member shall be considered to be on-duty at any time that he/she is performing the obligation of the Employer and not necessarily limited to the normal scheduled work periods. If a member is outside his/her scheduled work hours and must perform any duty as a law enforcement officer (whether ordered, instructed or at his discretion) he shall be deemed to be on-duty for the purposes of this Agreement except that a member shall not apply for pay for outside his normal scheduled work hours without approval of the Sheriff.

- C. Personal Insurance.

Personal articles not covered by another insurance plan that are destroyed, damaged, lost or stolen in the line of duty, will be replaced or repaired by the Sheriff at the Office's expense. Replacement or repair of the personal article must be approved by the Sheriff. Personal articles are defined as watches, eyeglasses, dentures, rings, contact lenses, any member-owned equipment (firearms, nightsticks, etc.), and any other article approved by the Sheriff. The employee must file a detailed report within twenty-four (24) hours of the events that led to the damaged or lost articles.

D. Liability and False Arrest Insurance

The Employer shall endeavor to obtain and maintain current liability and false arrest insurance for the members of the Pike County Sheriff's Office. The Employer will bear the costs of providing the insurance for the full-time employees providing the insurance can be obtained and maintained at reasonable costs or premiums.

Bargaining unit members found guilty of a first-degree misdemeanor or felony charge involving the performance of their duties for the Pike County Sheriff will be subject to disciplinary action up to and including termination.

ARTICLE 35: HOSPITALIZATION

- A. The Fraternal Order of Police, Ohio Labor Council, Inc. bargaining unit members shall receive the same payment level for hospitalization benefits as that, which is paid by the Board of County Commissioners for County General Fund employees.
- B. The County reserves the right to remain self-insured or to change to a health services provider authorized to do business in the State of Ohio, provided the coverage made available by such provider is substantially the same as currently available to employees. The County will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes. The exclusive representative will be informed of all changes in advance of the effective day.
- C. The County reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the health insurance program in effect at the time this agreement is signed. Such changes may include, but not be limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.
- D. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or the benefits thereunder shall not be subject to the Grievance Procedure of this Agreement, nor shall any liability accrue to the County. This Agreement shall not relieve any insurance carrier or plan administrator of any liability it may otherwise have to the County, or to any member or dependent of a member of the bargaining unit.

ARTICLE 36: WAGES

A. **The following wage scales will become effective January 1, 2014 and January 1, 2015. Effective January 1, 2014 all Bargaining Unit members receive 38¢ per hour increase. Effective January 1, 2015 all Bargaining Unit members receive 38¢ per hour increase and all bargaining unit members pay rates will be negotiated in a re-opener for January 2016 that will reopen on November 1, 2015.**

Step Completed Years 1/1/2013 1/1/2014 11/1/2015 1/1/2016
Civilian Dispatchers/

Communications Officers hired prior to January 1, 2011

Step	Completed Years	1/1/2013	1/1/2014	11/1/2015	1/1/2016
1.	Starting	12.37	12.75	13.13	Re-opener
2.	Six (6) Months	12.65	13.03	13.41	
3.	One (1) Year	12.95	13.33	13.71	
4.	Eighteen (18) Months	13.26	13.64	14.02	
5.	Two (2) Years	13.57	13.95	14.33	
6.	Over Six (6) Years	13.77	14.15	14.53	
7.	Corporal Dispatcher	14.08	14.46	14.84	

Civilian Dispatchers/

Communications Officers hired after to January 1, 2011

1.	Starting - 2 years	12.07	12.45	12.83	Re-opener
2.	3-4 years	12.35	12.73	13.11	
3.	5-6 years	12.65	13.03	13.41	
4.	6+ years	12.96	13.34	13.72	
5.	Corporal Dispatcher	13.58	13.96	14.34	

Deputy Dispatchers/

Corrections Officers

1.	0-2 Years	13.21	13.59	13.97	Re-opener
2.	3-4 Years	13.67	14.05	14.43	
3.	5-6 Years	14.39	14.77	15.15	
4.	6 + Years	14.99	15.37	15.75	
5.	Corporal	15.17	15.55	15.93	

All time with the Pike County Sheriff's Office shall be counted after the successful completion of the bargaining unit member's probationary period.

Road Deputies hired prior to January 1, 2011

1.	Starting	15.70	16.08	16.46	Re-opener
2.	One (1) Year	16.25	16.63	17.01	
3.	Eighteen (18) Months	16.83	17.21	17.59	
4.	Two (2) Years	17.31	17.69	18.07	

5.	After Six (6) Years	17.51	17.89	18.27
6.	Corporal	17.70	18.08	18.46
7.	Sergeant	17.82	18.20	18.58
8.	Lieutenant	Frozen	Frozen	Frozen
9.	Captain	Frozen	Frozen	Frozen

Wages for Lieutenant and Captain to be frozen at the 2010 level until such time as either the ranks are eliminated or someone fills the position, whichever comes first.

Road Deputies hired after to January 1, 2011

1.	Starting - 2 years	15.40	15.78	16.16	Re-opener
2.	3-4 years	15.95	16.33	16.71	
3.	5-6 years	16.53	16.91	17.29	
4.	6+ years	17.01	17.39	17.77	
5.	Corporal	17.20	17.58	17.96	
6.	Sergeant	17.32	17.70	18.08	

B. Hazardous Duty Pay.

All bargaining unit members assigned to Road Patrol, or Correction Officer duties shall receive an additional 74¢ per hour as recognition for their hazardous duties. Any bargaining unit member, irrelevant as to job classification who receives and maintains an Emergency Medical Technicians (E.M.T.) certificate shall receive an additional 10¢ per hour over and above the hazardous duty recognition.

The award of hazardous duty recognition is not a waiver, or substitute for either the Employer's, or the bargaining unit members' recourse to any legal remedy in the event of a duty related disaster.

C. All Corrections Peace Officers in the Pike County Sheriff's Office who have completed the State of Ohio Certification for Jailers/Corrections Officers shall receive an additional 10¢ per hour pay to their current pay rate for as long as they maintain their certification for Corrections/Jail.

D. Re-opener for wages effective January 1, 2016 shall occur starting November 1, 2015, under the terms of Ohio Revised Code 4117.14 procedures.

E. Bargaining Unit Members will be paid a shift differential of 10¢ per hour for evening shift - 3:00pm to 11:00pm and 20¢ per hour for the 11:00pm to 7:00am shift.

ARTICLE 37: SEVERABILITY

A. It is the intent of Management and the Ohio Labor Council that this Agreement comply, in every respect, with applicable law. Should any provision of this agreement be held invalid by operation of law or by a court of competent jurisdiction, that provision shall

automatically be of no further force and effect. The remainder of this Agreement shall continue in full force and effect.

- B. Management or designated representative and the Ohio Labor Council shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiation of an alternate lawful provision. The parties can extend the ten (10) calendar day requirement by mutual agreement.

ARTICLE 38: MAINTENANCE OF STANDARDS

- A. This Agreement will be the sole recourse available to employees represented by the Labor Council accordingly under Ohio Revised Code Section 4117.10(A).
- B. This Agreement supersedes all other agreements, clauses and memoranda between the Pike County Sheriff's Office and employees in the bargaining unit, and unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

ARTICLE 39: PROMOTIONS, BIDDING AND TRANSFERS

- A. When it becomes necessary to advertise for job openings in the Pike County Sheriff's Office bargaining unit, all bargaining unit members will be given the opportunity to bid on the jobs. The Sheriff shall determine when such openings exist.
 - 1. Open jobs occur in the Office due to promotions, new positions, lateral transfers, and temporary assignments for approved leaves longer than thirty (30) days. Successful bidders for open jobs will be selected on the basis of the following criteria:
 - a. testing;
 - b. attendance;
 - c. job performance evaluations;
 - d. disciplinary record;
 - e. qualifications;
 - f. physical abilities;
 - g. seniority.
 - 2. When "a" and "f" above are equal, seniority shall be the determining factor as to who receives the job bid.
 - 3. Successful bidders for Supervisors (Corporal, Sergeant, Lieutenant, and Captain) will be selected on the basis of the following criteria:
 - a. testing
 - b. attendance

- c. job performance, evaluations
 - d. disciplinary record
 - e. qualifications
 - f. physical abilities
 - g. seniority
4. When (a) through (f) above are equal, seniority shall be the determining factor as to who receives the job bid.
 5. Whenever Management determines a vacancy exists and a job should be posted for bid within the Office, the bid shall be posted on the Office bulletin board for five (5) working days.
 - a. The job bid notice shall contain the following information:
 - (1) title of job and rate of pay;
 - (2) brief description of duties;
 - (3) any qualifications required by the job;
 - (4) the date the job was posted for bid;
 - (5) the date the bid will be closed;
 - (6) where and to whom job bids are to be submitted; and
 - (7) an employee may request and receive a copy of the current job description.
 - b. Management reserves the right to cancel any and all vacancies at any time prior to the vacancy being awarded or the bargaining unit member starting the job. The Union shall be notified at the time the bid is canceled.
 - c. Management has the right to fill any job on a temporary basis while it is being bid, not to exceed thirty (30) days.
 6. Probationary new hires and provisional employees are ineligible to bid on job openings until they have completed their probation.
 7. An employee may disqualify him/herself any time during his/her probationary period and return to his/her former position without loss of seniority. An employee choosing this option may not bid on the same position within the next three hundred sixty-five (365) calendar days.

B. Promotions.

1. Promotions in the bargaining unit will be based upon merit. The Pike County Sheriff's Office will fill all promotional vacancies with bargaining unit members prior to filling the vacancy from outside the Office, whenever possible.
2. The Sheriff, due to the size of the workforce, may require officers to take on other responsibilities.

ARTICLE 40: WORKING OUT OF RANK

- A. Any bargaining unit member required to perform duties in a position above their classification shall be paid at the first (1st) step in the higher classification for all such hours worked.

ARTICLE 41: ALCOHOL AND DRUG TESTING

- A. Alcoholism and drug abuse or addiction is recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.
- B. The Sheriff may order an employee of the Office to undergo a drug and alcohol screening test whenever there is probable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. The Sheriff may require all employees to undergo random drug or alcohol testing.
- C. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer must permit the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment as outlined under O.R.C. 4511.19(3). The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. Confirmatory tests shall be made by a medical professional or institution qualified to administer such a test.
- D. If the screening test and confirmatory test are positive, the Employer may discipline the employee up to and including discharge, unless the employee enrolls in a rehabilitation or detoxification program. An employee who notifies the Employer that he/she is an alcoholic or drug addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while participating in a rehabilitation or detoxification program.
- H. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. If a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his/her position. Such employee may be subject to periodic retesting for drugs or alcohol for one (1) year upon the return to his/her position.
- F. An employee shall be subject to disciplinary action up to an including discharge if the employee:
 - 1. refuses to take a screening or confirmatory test or to undergo rehabilitation or

- detoxification;
 - 2. fails to complete a program of rehabilitation or detoxification; or
 - 3. tests positive at any time within one year after his return to work upon completion of a program of rehabilitation or detoxification.
- G. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.
- H. The Employer shall pay for drug alcohol screening and confirmatory tests.
- I. The Employer shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.
- J. Employees must notify the Sheriff in writing of any prescription medication being taken which might affect their job performance.

ARTICLE 42: RETIREMENT

- A. Upon retirement employees shall be presented with the badge worn during service to the community, Office patch, service decorations and nameplate suitably encased for presentation.
- B. Retired employees shall be permitted to retain their office credentials. The Employer may exercise the option to stamp said credentials with the term "Retired."
- C. Retired employees may retain one complete set of the Office's formal uniform with all accessories.
- D. Employees within twelve (12) months of retirement shall be allotted a maximum of two (2) work days at Office expense to travel to P.E.R.S. and correlate any retirement related affairs. The Sheriff may require verification of attendance.
- E. Retirement related leave shall be requested and approved in advance by the Sheriff, or designee.

ARTICLE 43: DEATH OF A DEPUTY SHERIFF OR BARGAINING UNIT MEMBER

- A. In the event of the death of a bargaining unit member the surviving spouse, child, parent or other appropriate family member shall be presented with the badge worn by the deceased member. The badge will be suitably encased. If the member did not wear a badge, some other appropriate remembrance shall be presented to the appropriate family member.
- B. If the deceased member's family requests an inspector's funeral, the Employer will

provide a complete uniform with all accessories provided.

- C. The Employer will make all customary notifications to the police community via the normal and customary channels.
- D. Pall bearers and honor guard may be provided and assigned according to the family's wishes, from those bargaining unit members who volunteer for such duties.
- E. Surviving bargaining unit members will be authorized the wearing of mourning colors in accordance with the following:
 - 1. Officer killed in the line of duty within Pike County, colors will be worn from the date of the incident for thirty (30) consecutive days.
 - 2. Officer killed in the line of duty in an adjoining county, colors will be worn from the date of incident until the date of the funeral.
 - 3. Mourning colors may also be worn during National Police Memorial Day.
 - 4. The Employer will provide any additional vehicles for funerals, as they may be reasonably available without jeopardizing the mission of the office.
 - 5. The Employer will make every reasonable effort taking into consideration the staffing levels of the Office to release from duty status those personnel who have personal contact with the victim officer.

ARTICLE 44: POLICE MEMORIAL DAY

- A. Bargaining unit members will receive a credit of eight (8) hours compensatory time for National Police Memorial Day, celebrated on May 15. This time shall not be counted in the computation of overtime, or holiday premium.

ARTICLE 45: PHYSICAL FITNESS

- A. Height/Weight Chart.

MALE		FEMALE	Acceptable
<u>Maximum Height</u>	<u>Acceptable Weight</u>	<u>Maximum Height</u>	<u>Weight</u>
5 ft 0 in	148	4 ft 9 in	132
5 ft 1 in	152	4 ft 10 in	134
5 ft 2 in	156	4 ft 11 in	138
5 ft 3 in	159	5 ft 0 in	142
5 ft 4 in	163	5 ft 1 in	145
5 ft 5 in	168	5 ft 2 in	148
5 ft 6 in	172	5 ft 3 in	152

5 ft 7 in	178	5 ft 4 in	156
5 ft 8 in	184	5 ft 5 in	160
5 ft 9 in	188	5 ft 6 in	165
5 ft 10 in	194	5 ft 7 in	168
5 ft 11 in	199	5 ft 8 in	173
6 ft 0 in	209	5 ft 9 in	178
6 ft 1 in	214	5 ft 10 in	183
6 ft 2 in	222	5 ft 11 in	189
6 ft 3 in	228	6 ft 0 in	194
6 ft 4 in	235		
6 ft 5 in	242		
6 ft 6 in	249		
6 ft 7 in	256		
6 ft 8 in	263		

B. Alternate Fitness Test.

Age:	18-19	20-29	30-39	40-49	50-59
1.5 mile run (minutes)	10:48	12:00	12:30	13:00	14:30
Push Ups (per minute)	44	44	36	31	24
Sit Ups (per minute)	42	42	40	37	32
Sit and Reach (inches)	20.6	19.6	19.3	17.5	16.5

Body Weight

TEST	100	100-124	125-149	150-174	175+
Bench Press	128	154	158	173	191
Leg Press	253	276	280	299	360

C. Currently employed members of the bargaining unit may either meet the standards as set forth in the height/weight chart above, or successfully pass, on an annual basis, all phases of the Alternate Fitness Test as described in paragraph B above or produce a physician's certificate that he is physically fit.

1. Bargaining unit members will be weighed during the week containing January 2, each year and each week containing January 2 throughout the life of this Agreement.
2. Any bargaining unit member who fails to meet the standards set forth in the height/weight chart above may take the Alternate Fitness Test as set forth in the alternate fitness test above.

3. Any bargaining unit member who fails to meet the standards as set forth in paragraphs A or B above shall be expected to demonstrate a minimum one-third (1/3) improvement relative to loss of weight at the next annual weigh-in.
 4. Thereafter, the bargaining unit member shall be expected to show similar progress until such time as he/she is in full compliance with the weight requirements outlined in the height/weight chart above or in the alternative, successfully completes the Alternate Fitness Test, above, or produce a physician's certificate that he is physically fit. (For example, if an employee is thirty pounds overweight, said employee must lose a minimum of ten pounds by the next annual weigh-in; thereafter, the employee shall be expected to lose a minimum of ten pounds during each succeeding year until the employee is in full compliance with the weight standards outlined in paragraph A.)
 5. Failure to demonstrate good faith effort when required shall subject the bargaining unit member to disciplinary action, up to and including a written reprimand.
 6. A bargaining unit member who is more than one hundred (100) pounds over the acceptable weight limit with respect to their height shall be expected to demonstrate a twgthll brcent (20%) improvement relative to loss of weight at the next annual weigh-in.
 7. The Countllwill work with the employee through its current hospitalization program to provide assistance to the employee to help him comply with either the height/weight chart or the alternate fitness test above.
- D. All employees hired after January 2, 1992 shall be required to comply with the maximum acceptable weight standards outlined in the height/weight chart above.
- E. During the life of this collective bargaining agreement the Sheriff at his discretion may elect to assign a committee of Employer and bargaining unit representatives to establish a mutually acceptable standard of physical fitness.

ARTICLE 46: INJURY LEAVE

- A. Any employee in the active brformance of law enforcement activities on behalf of the Sheriff, and who is disabled because of a serious injury caused by a brpetrator or actions of a brpetrator shall receive aid injury leave for absences due to the serious injury, which shall not be deducted from sick leave.
- B. Examples of the active brformance of law enforcement duties where injury by any means would be covered by this article are: Officer responding to an emergency call or in pursuit of a subject, Officer checking a suspicious vehicle, Officer investigating an incident or Officer issuing a citation. Officer walking across the parking lot and falls and

is injured would not be eligible for injury leave. Injuries resulting from horse play or gross negligence or routine non-competitive duties are not grounds for injury leave.

- C. Injury leave shall not be available until after the disability has extended beyond three (3) working days. The first three (3) days of absence shall be charged to sick leave.
- D. Employees shall have thirty (30) work days from the date of the injury to apply for injury leave. After fifteen (15) working days from the date of the injury, absence due to such injury shall be charged to sick leave.
- E. An employee requesting leave shall upon request by the Sheriff submit to an examination by the County physician who shall determine the extent of the disability.
- F. Granting of injury leave is contingent upon the employee filing for Worker's Compensation and reimbursing the County with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay.
- G. At the Employer's sole discretion an employee who requests injury leave may be required to apply to BWC for medical benefits only and no lost income benefits.
- H. At the Employer's sole discretion injury leave may be extended beyond fifteen (15) work days for the employee.

ARTICLE 47: ENTIRE AGREEMENT AND DURATION

- A. This Agreement constitutes the entire contract between Management and the Ohio Labor Council and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management and the Ohio Labor Council, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretations of this Agreement.
- B. This Agreement shall become effective as of January 1, 2014, except that a re-opener for wages effective January 1, 2016 shall occur starting November 1, 2015, under the terms of Ohio Revised Code 4117.14 procedures, and shall remain in effect up to and including December 31, 2016, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to December 31, 2016, or prior to the date of expiration of any annual renewal hereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Signed this _____ day of _____, 20__.

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

Jason B. Hedrick, Staff Representative
FOP/OLC., Inc.

Deputy Unit
Negotiating Team Member

Sergeant Unit
Negotiating Team Member

Dispatcher Unit
Negotiating Team Member

APPROVED AS TO FORM:

Dan Ruggiero, Attorney
Cross Management Consulting Services, Inc.

FOR THE PIKE COUNTY SHERIFF:

Rich Henderson, Sheriff
Pike County Sheriff's Office

APPROVED AS TO CONTENT:

Robert W. Cross, President
Cross Management Consulting Services, Inc.

**FOR THE PIKE COUNTY BOARD
OF COMMISSIONERS:**

Commissioner

Commissioner

Commissioner

ARTICLE 48: ENTIRE AGREEMENT AND DURATION

- A. This Agreement constitutes the entire contract between Management and the Ohio Labor Council and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management and the Ohio Labor Council, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretations of this Agreement.
- B. This Agreement shall become effective as of January 1, 2011, 2014 ~~except that a re-opener for wages effective January 1, 2012 and 2013 shall occur starting November 1, 2011~~, under the terms of Ohio Revised Code 4117.14 procedures, and shall remain in effect up to and including December 31, 2013, 2016 and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to December 31, 2013, 2016 or prior to the date of expiration of any annual renewal hereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

*rewk
11/19/13
heavily*

Signed this _____ day of _____, 20__.

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.:

Jason B Hedrick
Jason B Hedrick, Staff Representative
FOP/OLC., Inc.

Cory Alb 6629
Deputy Unit
Negotiating Team Member

Sergeant Unit
Negotiating Team Member

Donald W. Smith
Dispatcher Unit
Negotiating Team Member

FOR THE PIKE COUNTY SHERIFF:

Rich Henderson
Rich Henderson, Sheriff
Pike County Sheriff's Office

APPROVED AS TO CONTENT:

Robert W. Cross
Robert W. Cross, President
Cross Management Consulting Services, Inc.

FOR THE PIKE COUNTY BOARD OF COMMISSIONERS:

Commissioner

Commissioner

Commissioner

APPROVED AS

Attorney
Cross Management Consulting Services, Inc.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

and,

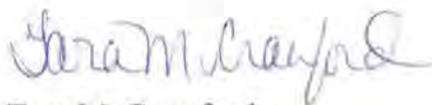
PIKE COUNTY SHERIFF,
EMPLOYER.

}
} Case No(s): 13-MED-09-1131
}
}
}
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}
}

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 is attached.

Respectfully Submitted,



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

cc: Robert W. Cross, robert_cross@crossmanagement.com