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08/05/2014

AGREEMENT BY AND BETWEEN

**THE LICKING COUNTY
DEPARTMENT OF ANIMAL CONTROL**

AND



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

Case Number: 2012-MED-06-0843

September 1, 2014 through August 31, 2017

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**ARTICLE 1
PURPOSE**

This Agreement is entered into by the Licking County Commissioners, Animal Control Department, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union", and has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein, and to insure the effective, efficient operation of the Employer.

**ARTICLE 2
RECOGNITION**

Section 2.1 Exclusive Bargaining Agent

The Employer recognizes the Union as the exclusive bargaining agent for all full-time, non-probationary employees included in the bargaining unit as certified by the Ohio State Employment Relations Board in case number 06-REP-08-0086, dated November 29, 2006 and as amended in case number 07-REP-07-0101 dated October 17, 2007.

Section 2.2 Exclusions

All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from all the bargaining units.

Notwithstanding other provisions of the article management, confidential, part-time, fiduciary, casual, temporary, seasonal, probationary, and employees in the unclassified service shall be specifically excluded from the bargaining unit.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 3.1

Nothing contained herein will be construed to restrict any constitutional, statutory or inherent exclusive appointing authority rights with respect to matters of general managerial policy.

Section 3.2

The Union recognizes the rights and the authority of the Employer to administer the business of the Department, in addition to other functions and responsibilities which are not specifically modified by this Agreement; the Union recognizes the Employer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate rules and regulations of management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed effectively to meet these purposes;
- D. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules required to operate efficiently;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and
- K. To determine and implement necessary actions in emergency situations.

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

**ARTICLE 4
DUES AND FAIR SHARE FEE**

Section 4.1 Union Dues

The Employer agrees to deduct Labor Council membership dues in accordance with this article for all employees eligible for the bargaining unit upon the successful completion of their probationary period.

Section 4.2 Employer to Make Deduction

The Employer agrees to deduct regular Union membership dues once each month from the first paycheck of the month of any employee in the bargaining unit eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. New signed payroll deduction forms shall be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3 Fair Share Fee

Within thirty (30) days of the execution of this Agreement or on the one hundred eighty-first (181) day of employment, whichever is later, all employees in the bargaining unit shall either become dues paying members of the Union or, as a condition of continued employment, remit to the Union a fair share fee in accordance with the provisions of Ohio Revised Code §4117.09(C). Any newly hired employees in the bargaining unit shall, within one hundred eighty (180) days of date of employment, either elect to become members of the Union or remit the fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. As provided in Ohio Revised Code §4117.09(C), nothing in this article shall require any employee to remain or become a member of the Union. The fair share fee shall not exceed the dues paid by members of the Union in the same bargaining unit. The Union agrees to implement a fair share rebate plan that meets the requirements of state and federal law.

Section 4.4 Notification of Dues and Fair Share Fee Amounts

The Union shall notify the county auditor of the amount of its Union dues and fair share as often as is necessary, but no less than one time per year, in order to assure that the auditor is informed of the correct amount to be deducted from each paycheck.

Section 4.5 Remitting to the Union

All dues and fair share fees deducted pursuant to this article shall be paid by the Employer, within thirty (30) days, together with a listing of the members for whom

deductions and/or fair share fees were made, to the Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215.

Section 4.6 Indemnification

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues or fair share fee. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the dues and/or fair share fee funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

Section 4.7 Relief from Making Deductions

The Employer shall be relieved from making such individual deductions as required by this Article upon an employee's:

- (1) termination of employment;
- (2) transfer to a job other than one covered by the bargaining unit;
- (3) layoff from work;
- (4) taking an unpaid leave of absence;
- (5) revocation of the deduction authorization

Section 4.8 Sufficient Wages Needed

The Employer shall not be obligated to make dues deductions from any employee 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 Union dues.

Section 4.8 Errors in Deductions

The parties agree that neither the employees nor the Union shall have a claim 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 is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**ARTICLE 5
UNION BUSINESS**

Section 5.1 Non-Employee Representative

The Employer agrees to admit not more than one (1) non-employee Union staff representative to the Employer's facilities during the Employer's normal office business hours. The staff representative shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative.

Section 5.2 Notification of Union Representatives

There shall be one (1) local Union representative (who shall also be known as the Associate) who shall be elected by the Union membership, and once elected shall provide to the Employer an official roster of its officers which is to be kept current at all times and shall include the following:

- A. name
- B. address
- C. home telephone number
- D. Union position held

Should the local Union representative be unavailable or unable to perform his duties, another member of the bargaining unit shall be permitted, after notice to the Employer, to assume his duties.

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

Section 5.3 Rules Governing Union Activity

The rules governing the activity of Union employee and non-employee representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. Representatives of the Union shall be permitted to transact official Union business at the Employer's work site during work hours with permission of the Dog Warden or designee. Such permission will not be unreasonably withheld.

- D. The Union employee representative shall cease Union activities immediately upon the verbal or written request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
- E. The local Union representative is permitted reasonable use of the Employer's telephone, fax machine or email for Union business. Such systems are not considered confidential and may be monitored by the Employer as part of its normal operations.
- F. The Union representative shall not leave his assigned work area to conduct Union business unless he has received approval.
- G. County vehicles shall not be utilized for travel to conduct Union business except to the extent authorized, in advance, by the employee's immediate supervisor.

Section 5.4 Bulletin Boards

The Employer agrees to provide space for bulletin boards in an agreed-upon area at the Department facility for use by the Union. It is agreed that where, in the opinion of the Employer, a bulletin board is already available, the Employer may permit the Union use of said bulletin board. However, the Employer shall not be obligated to purchase bulletin boards for the Union's use.

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

All Union notices which appear on the bulletin board shall be signed, posted and removed by the local Union representative during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- Union recreational and social affairs;
- Notice of Union meetings;
- Union appointments;
- Notice of Union elections;
- Results of Union elections;
- Reports of non-political standing committees and independent non-political components of the Union; and
- Non-political publications, rulings or policies of the Union.

All other notices of any kind must receive prior approval of the Employer or his designated representative before being posted.

It is also understood that no material may be posted on the Union bulletin board at any time which contain the following:

- Personal attacks upon any other member or any other employee;
- Scandalous, scurrilous or derogatory attacks upon the administration;
- Unfavorable or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 5.5 Ballot Boxes

The Union shall be permitted, with prior notification to the Dog Warden or his designee, to place a ballot box at the Dog Warden's office in an area not accessible to the public, for the purpose of collecting members' ballots on all Union issues subjected to ballots. Such boxes shall be the property of Union and shall be removed as soon as practicable after the Union vote has been concluded.

Section 5.6 Union Meetings

The Union shall be permitted, upon prior notification to the Employer or his designee, to hold meetings for Union members on County property and/or at County facilities, subject to availability. The request for meeting space shall be in writing and shall be delivered to the appropriate County official able to give consent for use of the property and/or facility at least forty-eight (48) hours prior to the time of the meeting, and shall state the date and time of the meeting.

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

**ARTICLE 6
NO STRIKE/NO LOCKOUT**

Section 6.1 Agreement

The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that this Agreement provides a procedure for the orderly resolution of grievances.

Section 6.2 No Strike

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

In all cases of strike, sympathy strike, slowdown, walkout or any failure of the employees to execute the full and prompt performance of their duties in violation of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the sole and complete right to immediately discipline or discharge any bargaining unit employee participating in any unauthorized strike, sympathy strike, slowdown, walkout, sickout or any other cessation or reduction of work. Such employees shall be entitled to appeal through the grievance procedure of this Agreement.

Section 6.3 No Lockout

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees, unless those employees shall have violated Section 2 above.

Section 6.4 Other Remedies Available

Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to respond to any unauthorized or unlawful strikes or disruptive activities.

**ARTICLE 7
WORK RULES**

Section 7.1 Work Rules to be Made Available

All work rules that are put into writing will be made available to all bargaining unit members.

Section 7.2 Work Rule Changes

When possible, work rule changes will be provided to bargaining unit members seven (7) calendar days prior to implementation. The Union may, within the seven (7) calendar days request a meeting to discuss the work rule. The Employer may at its discretion delay implementation of the rule until after discussion with the Union.

Section 7.3 No Violation of this Agreement

No work rule will violate a provision of the Agreement.

**ARTICLE 8
GENDER, PLURALS AND HEADINGS**

Section 8.1 Gender and Plurals

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words whether in the masculine, feminine or neutral gender shall be construed to include all genders. By the use of either masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 8.2 Headings

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

**ARTICLE 9
NON-DISCRIMINATION**

Section 9.1 No Discrimination

Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, Union membership or non-membership. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 9.2 Certain Provisions not Grievable

Where there is an alleged violation of the provisions of this article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission (EEOC) or the Ohio Civil Rights Commission (OCRC), such matter shall not be appealable through the grievance procedure contained in this Agreement, but may be appealed by the aggrieved employee through the appropriate commission. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

**ARTICLE 10
CONFORMITY TO LAW AND SEVERABILITY**

Section 10.1

This Agreement shall be subject to and subordinate to any applicable present and future federal and state laws, and the invalidity of any provisions(s) of this Agreement by reason of any such existing, or future law shall not affect the validity of the surviving provisions.

Section 10.2

This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provision of applicable law shall prevail.

Section 10.3

This Agreement is meant to conform to and should be interpreted in conformance with the constitution of the United States, the constitution of the state of Ohio, and all applicable federal and state laws, including the Family Medical Leave Act. Should any provision of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, or be found to be in conflict with state and/or federal law, all other provisions of this Agreement shall remain in full force and effect.

Section 10.4

Upon written request by either party, the parties shall meet at mutually agreeable times in an attempt to modify the invalidated provisions of this Agreement through good faith negotiations.

**ARTICLE 11
LABOR-MANAGEMENT COMMITTEE**

Section 11.1 Scope of Committee

The parties recognize that certain subjects, such as equipment, job duties, work schedules and assignments, and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the Union may wish to present its views on such subjects so that its views may be considered by the administration.

Section 11.2 Procedure

For this purpose, a Labor-Management Committee shall be established. The Committee shall consist of no more than three (3) people representing the Employer and no more

than two (2) people representing the Union. However, either party may bring additional people, as necessary to any Committee meeting with a twenty-four (24) hour notice to the other party.

Committee meetings shall be scheduled as necessary, but at least twice a year at the request of either party at reasonable, mutually convenient times and shall be closed to the public. Agenda items may be presented by either side. The party requesting the meeting shall present an agenda to the other party at least one (1) week prior to any scheduled meeting.

Section 11.3 Purpose of the Meeting

Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

However, the purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency; and
- E. Consider and discuss health and safety matters relating to employees.

Section 11.4 Release from Duties

Employee Union representative(s) shall be released from their assigned duties to attend Labor/Management meetings when meetings are scheduled on normal duty times. No overtime shall be paid for any attendance at such meeting.

ARTICLE 12 EXPOSURE TO ILLNESS AND DISEASE

Section 12.1 Exposure to Certain Conditions

Members shall be required to receive vaccines and boosters as a condition of employment at no cost to the members. Such vaccines would be for rabies, tetanus and hepatitis.

Section 12.2 Exposure to Certain Conditions

In the event an employee, while actually working for the Employer, becomes exposed to a condition not covered by Workers' Compensation, the County will pay for the cost of treatment to the extent it is not paid by the employee's health insurance.

Section 12.3 Exposure to Rabies or Hepatitis

In the event that an employee, while actually working for the Employer becomes exposed to rabies, hepatitis or any other blood borne contagion the Employer shall pay for the cost of treatment to the extent it is not covered by Workers' Compensation or paid for by the employee's health insurance. This treatment shall be provided at no cost to the employee. In the event of suspected exposure to rabies or hepatitis, the employee shall notify his supervisor as soon as practicable.

Section 12.4 Testing for Rabies

In the event that an animal must be tested for rabies while in the custody of Licking County Animal Control, all procedures specified in Ohio Revised Code § 955.261 will be adhered to, including holding the body of the animal until the local board of health arrives at the shelter to claim the body, or the Licking County Animal Control transfers the body for rabies testing.

**ARTICLE 13
PROBATIONARY PERIOD**

Section 13.1 Initial Hire

Every newly hired or promoted 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 one hundred eighty (180) days for Animal Control Officer-Vicious Dog Specialist or for one hundred twenty (120) days for all other bargaining unit classifications. The new hire probationary period, regardless of its length may be extended for an additional one hundred twenty (120) days by the mutual agreement of the Union, the Employer and the employee. When the probation period of an employee has been extended, the Union representative shall be notified in writing of the extension and the time period of the extension. During the extension of probation period, the employee shall receive a performance evaluation and status report every thirty (30) days of extended probation.

A probationary period will automatically be extended if the employee takes a leave of absence during the probationary period.

A newly hired probationary employee may be terminated at any time during his probationary period and shall have no right to appeal such removal. Similarly, a newly promoted probationary employee may be returned to his/her former position at any time during the probationary period and shall have no appeal regarding such removal.

An Employee does not receive any wage increases during the probation period. If a wage increase occurs during the employee's probation period he/she will receive the amount, retroactive to its effective date, upon successful completion of the probation period.

ARTICLE 14 SENIORITY

Section 14.1 Definition

Seniority shall be computed on the basis of uninterrupted length of continuous service with the Licking County Animal Control Department. In the event of a tie, the employee with the highest last four (4) digits of the social security number shall be considered the most senior. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 14.2 Termination of Seniority

The following circumstances shall constitute a break in seniority:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work after notice of recall from layoff;
- E. Failure to return to work at the expiration of an approved leave of absence;
- F. Resignation when the employee is not re-employed or reinstated within thirty-one (31) calendar days; or
- G. Failure to report for work for three (3) consecutive workdays without notification to the Employer, except in case of emergency, in which case the employee is responsible to provide as much notice as possible.

Section 14.3 Approved Leave of Absence

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. However, seniority or service time does not accrue during any layoff or unpaid leave (except military leave).

Section 14.3 Prior Service Credit

For any employee hired after January 1, 1991, prior service with any political subdivision of the state of Ohio, including the state of Ohio, shall not be used in determining seniority for the purposes of this Agreement. For the purposes of this Agreement, any reference to seniority shall be construed to be seniority pursuant to section 1 above.

ARTICLE 15 LAYOFF AND RECALL

Section 15.1 Notice of Layoff

When the Employer determines that a long-term layoff or job abolishment is necessary, notice of such layoff shall be given to the affected employees twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. Employees shall be notified five (5) calendar days in advance of the Employer's decision to implement any short-term layoff, i.e. a layoff lasting seventy-two (72) hours or less. Upon request from the Union the Employer agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 15.2 Employer to Determine Layoff

The Employer shall determine in which classification(s) layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority as defined herein, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 15.3 Order of Layoff

Prior to laying off any full-time employees all part-time, temporary, or probationary employees shall be laid off. In the event of further layoffs, employees shall be laid off in the reverse order of their seniority as defined herein.

Section 15.4 Recall

In the event there is a layoff, the Employer shall create and maintain a recall list of employees who were laid off. Recalls shall be in the inverse order of the layoff. A laid off Employee shall retain his right to recall for eighteen (18) months from the date of his layoff. When an employee is recalled pursuant to this Article, he shall be recalled to his classification, but not necessarily to the shift on which he was working when laid off.

Section 15.5 Notice of Recall

Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing

the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

A recalled employee shall have seven (7) calendar days following receipt of a certified or registered mail notice of recall to notify the Employer of the intention to return to work, and shall have fourteen (14) calendar days from the date of mailing of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the recall notice. An Employee who refuses recall or does not report to work within fourteen (14) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeit all right to employment with the Employer.

ARTICLE 16 DISCIPLINE AND INVESTIGATIONS

Section 16.1 Just Cause Needed

No employee shall be reduced in pay, suspended or discharged except for just cause.

Section 16.2 Progressive Discipline to be Followed

The Employer is committed to an established system of progressive discipline for correcting job related infractions. The principles of progressive corrective action will be followed with respect to minor offenses. Normally, the progression will include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to a dismissal. Stages in the progressive discipline may be by-passed if a violation is of a very serious nature. The Employer agrees to fairly and equitably discipline members.

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.

Section 16.3 Discipline and Investigations to be Done in a Professional Manner

The parties agree that all disciplinary procedures shall be carried out in private and in a businesslike and professional manner. The Employer shall continue the current practice of investigating allegations of employee misconduct immediately and objectively.

Section 16.4 Pre-disciplinary Conference Required

The Employer agrees not to reduce in pay or position, suspend, or discharge an employee without first conducting a pre-disciplinary conference to advise the employee of the allegations against him, to advise him of the evidence that supports the allegations and to give the employee the opportunity to respond to the allegations. However, pending the pre-disciplinary conference, the Employer has the right to suspend an employee with pay

(also referred to as placing the employee on administrative leave) until the pre-disciplinary conference is held on the particular allegations.

Section 16.5 Notice of Pre-disciplinary Conference

Notice of pre-disciplinary conferences shall be given to the affected employee and to the non-employee Union representative no less than forty-eight (48) hours in advance of the time set for the conference. Said notice shall be in writing and shall be given personally to the affected employee but may be sent by facsimile or email to the non-employee Union representative.

Section 16.6 Employee Rights in Relation to the Pre-disciplinary Conference

When the employee receives the notice of a pre-disciplinary conference as described above, he must choose to:

1. appear at the conference to present an oral or written statement in his defense; or
2. appear at the conference and with a representative of his choosing who will present an oral or written statement in defense of the employee; or
3. elect in writing to waive the opportunity to have a pre-disciplinary conference.

Failure of the employee to elect and exercise one (1) of these three (3) options will serve as a waiver of the employee's right to a pre-disciplinary conference.

The representative referred to in subsection 2 above may be the Union Associate, the Union Staff Representative or an attorney of the employee's choosing and at the employee's own expense.

If the employee desires representation at the pre-disciplinary conference and that representative is unavailable at the time set for the conference, either the member who is charged, or his representative may make a request for a continuance. Such request will be granted where practical. The length of such a continuance shall be mutually agreed upon.

Section 16.7 Results of the Pre-disciplinary Conference

The Employer shall provide the effected employee and his representative, if any, with a pre-disciplinary summary report not more than seven (7) calendar days from the day the pre-disciplinary conference is held. The Employer will issue discipline to the effected employee no more than fourteen (14) calendar days after the summary report is issued. Under no circumstances shall the Employer make any public statement(s) concerning the

employee's discipline until after the effected employee is notified of the result pursuant to this section.

Section 16.8 Appeal of Discipline

Appeals from either a reduction in pay or position, discharge or suspension must be submitted to the Employer in the form of a grievance within seven (7) calendar days of the discipline being given. A grievance filed pursuant to this section may be filed directly at Step 3 (Arbitration) of the grievance procedure.

A grievance filed pursuant to this section shall be the employee's exclusive remedy to challenge a reduction in pay or position, a discharge or suspension and no appeal to the State Personnel Board of Review shall be permitted.

Section 16.9 Retention of Disciplinary Records

Records of disciplinary action shall remain in the employee's file, but shall cease to have full force and effect provided there is no intervening disciplinary action for a similar or related offense, in accordance with the following schedule:

Type of Disciplinary Action	Time Period
Reprimands	12 months
Suspensions	24 months

Section 16.10 Verbal Warnings and Written Reprimands

Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand, taken by the Employer against any bargaining unit employee, may be appealed to Steps 1 and 2 of the grievance procedure, but shall not be appealed to Step 3 (Arbitration).

In cases of verbal warnings and/or written reprimands, if an employee disagrees, he/she may write a memorandum to the manager issuing the discipline explaining his position and why he/she disagrees with the verbal warning and/or written reprimand. If the manager agrees with the employee, he/she shall remove the verbal warning and/or written reprimand from the employee's file. If the manager does not agree with the employee, he/she shall attach the employee's memorandum to the verbal warning and/or written reprimand and keep both of them in the employee's file.

ARTICLE 17
GRIEVANCE PROCEDURE

Section 17.1 Definition

The term "grievance" shall mean an alleged violation of a specific article of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 17.2 Some Issues not Grievable Under this Agreement

Where the alleged grievance is of a nature that it qualifies for appeal under the rules of a state or federal administrative agency such as, but not limited to the Equal Employment Opportunity Commission (EEOC), the Ohio Civil Rights Commission (OCRC) or the Department of Labor (DOL), the aggrieved member shall utilize the appeal procedure in accordance with the rules of that body rather than appealing the alleged grievance pursuant to the terms of this article.

Nothing in this grievance procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights. However, once a bargaining unit member chooses to seek a remedy from another official body (such as those mentioned above), or any other official body (and that body takes jurisdiction), he or she is thereafter denied the remedy of the Grievance Procedure provided herein.

Section 17.3 Processing of Grievances

All grievances must be processed at the proper step in order to be considered at subsequent steps. Any member may withdraw a grievance at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the member within the time limits provided in this Article shall be considered resolved based upon the Employer's last answer.

The Employer shall answer the grievance within the time limits stated in the grievance procedure. All time limits in the grievance procedure may be extended upon written mutual agreement of the parties. Any grievance which is not timely filed shall be considered void.

Section 17.4 Grievance Form

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

- A. Aggrieved member's name and signature
- B. Aggrieved member's classification or job title

- C. Date and with whom the grievance was first discussed
- D. Date the grievance is filed
- E. Date and time of the incident giving rise to the grievance
- F. A description of the incident giving rise to the grievance
- G. Specific articles and sections of the Agreement violated
- H. Remedy desired to resolve the grievance

Section 17.5 Grievance Procedure

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

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

Informal Step Immediate Supervisor

A member having a grievance will first attempt to resolve it informally with his or her immediate supervisor. The member must present the grievance within five (5) calendar days following the day the member knew or should have known of the alleged violation.

Step 1 Dog Warden

If the parties do not resolve the grievance informally, the grievant shall reduce the grievance to writing within seven (7) calendar days and give it to the immediate supervisor. The immediate supervisor shall meet with the grievant within seven (7) calendar days following the submission of the written grievance.

The Dog Warden or his designee shall investigate and provide a written answer within seven (7) calendar days following the date of the meeting.

Step 2 Human Resource Director

If the grievance is not resolved in Step 1, the member may, with the appropriate Union representative, if the former desires, refer the grievance to the Human Resource Director or designee within ten (10) calendar days after receiving the Step 1 reply. The Human Resource Director or designee shall have fourteen (14) calendar days in which to schedule a meeting with the grievant and his Union representative, if the former desires. The Human Resource Director or designee shall investigate and respond to the grievant and the Union representative who attended the hearing within ten (10) calendar days following the meeting.

Step 3 Arbitration

If the matter has not been satisfactorily resolved through the procedure set forth above the Union, based upon the facts presented shall have the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the issuance of the response in Step 2 above, the Union shall notify the Employer of its intent to seek arbitration over the unresolved grievance.

Section 17.6 Arbitration Procedures

After receipt of the notice to arbitrate both parties shall jointly contact the Federal Mediation and Conciliation Services (FMCS) and request a panel list of seven (7) arbitrators from Area 15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject the list once and request another list of seven (7) names from Area 15 (Ohio) from the chosen arbitration service until a mutually agreeable arbitrator is selected. The party requesting arbitration shall strike the first name. Nothing in this section shall prohibit the parties from mutually agreeing on an arbitrator prior to requesting a panel list.

Section 17.7 Authority of the Arbitrator

The arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws;
- B. Contrary to or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, presently or in the future established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement; and
- C. The arbitrator shall be without authority to recommend any right to relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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 not arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award.

The expenses, if any of any non-employee witnesses 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 transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing is held during hours in which the employee is normally scheduled to work.

Section 17.8 Who May Bring a Grievance

A grievance may be brought by any affected member covered by this Agreement. Where the incident being grieved affects more than one (1) member in the same manner, a group, or class action grievance may be filed, in which case one member shall be selected by the group to process the grievance. Each member who desires to be included in a group grievance shall be required to sign the grievance.

Section 17.9 Self Representation

Members covered by this Agreement may choose to represent themselves in a grievance. When an employee covered by this Agreement chooses to do so, any adjustment(s) of the grievance will not be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the meeting where such an adjustment may take place.

**ARTICLE 18
PERSONNEL FILES**

Section 18.1 Review of Files

Employees shall have access to their individual personnel files for review to the extent allowed by law. Employees will be allowed to review the contents of his personnel file at reasonable times during the regular business hours of the Employer in the place where such file is kept. Any employee wishing to review his file will make a written request to the Employer or designee who will then permit the employee to examine the file. Said examinations are to be done on the employee's time and at a time mutually agreeable to the Employer and the employee. If the employee chooses, he may have another person (such as his Union representative) with him when he reviews his personnel file

Section 18.2 Signing of Discipline

Employees shall receive and sign a copy of any formal written warning, reprimand, or other notice of disciplinary action before it is placed in his personnel record. The signing of such form shall not indicate agreement, only acknowledgment of receipt of a copy. If the employee refuses to sign the document, a statement to that effect shall be noted on the document and the employee shall not use his refusal to sign as a basis to challenge the validity of the action. Any formal written warning, reprimand, or other disciplinary action not received by the employee shall be removed from his personnel record upon request of the employee. Employees shall also receive a copy of any letter of commendation or appreciation.

**ARTICLE 19
SICK LEAVE**

Section 19.1 Accrual Rate

Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, which for the purpose of this article shall include paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit, but not more than one hundred twenty (120) hours per year. Sick leave shall not be advanced prior to its being earned.

Section 19.2 Use of Sick Leave

Sick leave shall be charged in minimum units of one-half (½) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 19.3 Reasons for Use of Sick Leave

Sick leave shall be granted to an employee upon approval of the Employer and may be requested for the following reasons:

- A. illness or injury of the employee, or a member of his or her immediate family (where the –employee’s presence is required);
- B. death of a member of his or her immediate family (sick leave usage is limited to two (2) working days);
- C. medical, dental or optical examinations or treatments of the employee or a member of his or her immediate family which requires the presence of the employee;
- 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 his or her job would Jeopardize the health of others;
- E. pregnancy and/or childbirth and other conditions related thereto.

Section 19.4 Sick Leave Abuse

Sick leave is not to be considered as, or used as personal days or vacation time. Sick leave may be used only for the purposes stated in this Article. Any abuse of sick leave, including, but not limited to falsification of sick leave records or violations of policies established by the Employer, or any patterned use of sick leave may result in disciplinary action as provided herein. A regularly scheduled course of medical treatment or appointments for the employee that are pre-approved by the Employer which are verified by a physician and which cannot be scheduled outside of regular working hours shall not be deemed a “patterned use”. Employees shall make reasonable efforts to schedule doctor/dentist, etc. appointments outside regular work hours.

Employees failing to comply with sick leave rules and regulations will not be paid and may be subject to progressive discipline pursuant to the discipline article of this Agreement. Applications for sick leave with the intent to defraud, including by means of falsification or dishonesty may result in discipline, up to and including dismissal subject to the discipline article herein and a refund to the County of wages paid during such sick leave. All sick leave is subject to verification even if approved by a supervisor. Any such sick leave protected by the Family Medical Leave Act (FMLA) shall not be considered sick leave abuse.

Sick leave abuse may be indicated by any or all of the following:

- a. Excessive sick leave within a twelve (12) month period that is not substantiated by a licensed medical or health care provider’s statement;
- b. Use of sick leave as soon as it is credited to an employee’s balance;

- c. Consistent use of sick leave on the same day of the week;
- d. Consistent use of sick leave on the days before and after regularly scheduled days off, holidays or vacations;
- e. Falsification of misrepresentation of the reason(s) for an employee's absence;
- f. A low sick balance in relation to an employee's length of service;
- g. Being in unpaid status for a whole or part of a day when the absence is not covered by the FMLA; and
- h. Utilizing vacation time in lieu of sick leave

Section 19.5 Immediate Family

For purposes of this article, immediate family is defined as spouse, child (including step child or child for whom the employee is the legal guardian), parent (and loco parentis), or parents-in-law or sibling. The employee must be the responsible caregiver for the family member.

Section 19.6 Proof of Illness

The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any illness exceeding three (3) days must be accompanied by a doctor's certificate stating the nature of the illness/injury and that the employee is capable of returning to work.

If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer of the nature of the illness or injury. 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.

Section 19.7 Notification to Employer

When an employee is unable to report for work, he shall notify the Dog Warden or other designated person no later than one half (½) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 19.8 Failure to Comply with Sick Leave Rules and Regulations

Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud will result in dismissal and may result in refund of salary or wages paid.

Section 19.9 Fitness for Duty

The Employer may require an employee to take an examination, conducted by a licensed physician of the Employer's choice to determine the employee's physical or mental capabilities to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

**ARTICLE 20
SICK LEAVE CONVERSION**

Section 20.1 Payment of Sick Leave at Retirement

An employee, at the time of retirement from active service with the Licking County government shall be paid one fourth (1/4) of the value of his or her earned but unused sick leave credit. The maximum of such payment however, shall be for thirty (30) days, or two hundred forty (240) hours.

Section 20.2 Qualifications for Payment

To qualify for such payment the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the Licking County government and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Eligible employees, retiring from active service shall request such payment in writing in order to initiate the payment process.

Section 20.3 Payment in Case of Death

Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Ohio Revised Code §2113.04, or paid to the employee's estate.

**ARTICLE 21
BEREAVEMENT LEAVE**

Section 21.1 Bereavement Leave May be Taken

In the event of a death of an immediate family member, full-time employees may be granted three (3) days of funeral leave. Usage of sick leave, upon approval of the Appointing Authority of an additional two (2) working days will be approved to attend the funeral, make funeral arrangements or carry out other responsibilities relative to the death.

Section 21.2 Immediate Family Defined

For purposes of this article the “immediate family” is defined as only: (step)mother, (step)father, (step)sister, (step)brother, child, spouse, spouse’s child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

**ARTICLE 22
MILITARY LEAVE**

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

**ARTICLE 23
VACATION**

Section 23.1 Accrual Rate

All full-time employees of the bargaining unit are eligible for paid vacation leave after one (1) year of continuous service with the Employer according to the following eligibility guidelines:

Years of Service	Accrual per Pay Period	Maximum Accrual Yearly
After 1 year of service	3.1 hours per pay up to	80 hours of vacation
After 8 years of service	4.6 hours per pay up to	120 hours of vacation
After 15 years of service	6.2 hours per pay up to	160 hours of vacation
After 25 years of service	7.7 hours per pay up to	200 hours of vacation

Additional vacation leave is not accrued through the accumulation of paid overtime. Employees are granted credit for prior service with the County, the state of Ohio and any political subdivision of the State.

Section 23.2 Scheduling of Vacation

Vacation scheduling is subject to the approval of the Employer. Requests for vacation leave must be submitted to the Employer at least forty-eight (48) hours in advance of the date requested.

Section 23.3 Maximum Amount of Vacation

The maximum vacation balance that any employee may maintain is equal to three (3) times his/her annual accrual rate based on the amount set forth above as the annual hours earned. No accumulation will occur when an employee has reached his/her maximum accumulation.

Section 23.4 Payment Upon Separation

An employee is entitled to compensation at his current rate of pay for the pro-rated portion of any earned but unused vacation leave to his credit at the time of separation from the Licking County government, not to exceed the limits for accumulation established by the Employer.

**ARTICLE 24
HOLIDAYS**

Section 24.1 Holidays

Bargaining unit employees shall be entitled to the following holidays,

New Year's Day	January 1
Martin Luther King Jr. Day	third Monday in January
Presidents Day	third Monday in February
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Veterans' Day	November 11
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving	fourth Friday in November
Christmas Day	December 25

If the holiday falls on a Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday.

Section 24.2 Compensation for Holidays

In observance of each authorized holiday, employees will be granted a day off from work with straight time pay. If an employee is required to work on one of the recognized holidays, he shall be paid time and one half (1½) for all hours worked on the holiday. However, this provision shall not result in pyramiding of overtime.

**ARTICLE 25
HOURS OF WORK AND OVERTIME**

Section 25.1 Structuring of the Work Day/Work Week

Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of exercising its management right. The scheduling of workweek schedules is a management right limited only by the provisions of this article.

Section 25.2 Work Week and Work Day

The standard work period for full-time employees shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours each day. During the assigned eight (8) hour shift, members of the bargaining unit will receive a one half (½) hour lunch break. Scheduling of lunches is subject to the workload and employees must remain available to assist the public as needed.

Section 25.3 Overtime

When an employee either works or is in paid status (other than sick leave) for more than forty (40) hours in a work period he shall be paid overtime pay for such time in excess of forty (40) hours at one and one-half (1½) times his regular hourly rate of pay.

When overtime is required and more employees are available than are required for the assigned overtime, the overtime shall be offered voluntarily. Offers shall be rotated in as equitable a manner as possible commencing with the most senior employee. When insufficient volunteers are available, the least senior employee shall be required to work the overtime.

A record of the scheduled overtime hours worked and of scheduled overtime hours offered, but not worked by each employee shall be posted in the Union bulletin board and provided to the Associate on a monthly basis. The Union shall work with the Employer to maintain the accuracy of the scheduled overtime record.

Section 25.4 Compensatory Time

In lieu of overtime pay and subject to the prior approval of the Employer, an employee may request that overtime be accumulated as compensatory time off with pay. An employee may accumulate up to two hundred forty (240) hours of compensatory time. Compensatory time off will be accumulated at one and one half (1½) hours for each hour worked in excess of forty hours in one work period.

Compensatory time off may only be taken at mutually agreeable times scheduled between the Employer and the employee. If not taken within one hundred eighty (180) days of the date earned, compensatory time will be paid as overtime.

Section 25.5 Secondary Employment

It is understood that employment with the Licking County Animal Control shall take priority over any off duty employment or other activities and no such employment or activities shall be permitted to prevent or interfere with a call to duty in the event of a need by the department for the services of an employee at any time. Employees who wish to engage in secondary employment must first obtain approval from the Dog Warden.

Section 25.6 Court Time

Any off duty employee subpoenaed or directed to appear in court for work related cases shall be compensated for his time at the appropriate rate of pay for all hours but for no less than two (2) hours spent conducting court business during off duty hours. The minimum guarantee of two (2) hours is only applicable if the employee has received less than a twelve (12) hour advance notice that their presence is not needed.

It is the responsibility of each employee to make certain the court officials as well as the prosecutors' offices have current contact information on file.

Section 25.7 On-Call Status

Employees may be assigned to on-call status as determined by the Employer. When on-call, employees shall remain sober and capable of responding to emergency calls and shall remain within Licking County unless the employee first obtains approval from the Dog Warden to respond from a distance of no further than twenty (20) driving miles from the Licking County borders. On-call employees shall maintain a log of all calls received, all calls responded to and shall be expected to reasonably and timely respond to any call received that is an emergency. Under exigent circumstances and at the Dog Warden's discretion an employee residing outside of Licking County may be placed in on-call status.

The employee who is on-call shall be provided a department vehicle, radio and cell phone. Employees assigned to on-call status by the Employer shall receive additional

compensation equivalent to one (1) hour of overtime pay for each day assigned to on-call status.

In the event an employee, who is on call has to respond to an emergency pursuant to this section, the employee shall be compensated at their regular hourly rate for all time actually spent responding to the call but for no less than three (3) hours. (For example, if the emergency call requires the employee to work more than forty (40) hours in a work period, the employee shall receive overtime pay. If the emergency response does not require the employee to work more than forty (40) hours in a work period, the employee shall not receive overtime pay for those hours.) For purposes of this section, response time shall include all time documented on the log as time spent addressing the situation. However, this provision shall not result in the pyramiding of overtime.

ARTICLE 26 UNIFORMS

Section 26.1. Employer to Provide Uniforms

The Employer shall maintain the current practice of providing such things as shirts (both long and short sleeved), jackets, sweatshirts, boots and related duty gear, etc., on an “as needed” basis.

Each bargaining unit member shall wear and maintain their daily uniforms in a neat and professional manner. Employees shall not wear uniforms that are worn, ripped or patched.

Section 26.2. Return of Uniforms

Upon termination of employment for any reason, an employee must return his uniform to the Employer.

ARTICLE 27 REPLACEMENT OF PERSONAL ITEMS

Section 27.1 Employer to Reimburse

The Employer will bear the replacement cost of personal items excluding items covered under the uniform article, that are owned by the employee and that are lost or damaged while on duty and are not reimbursed by another entity. In order to be eligible to receive reimbursement under this Article, an employee must file a county incident report within forty eight (48) hours of the incident leading to the loss or damage.

Section 27.2 Limits of Reimbursement

The Employer’s responsibility to bear the cost of replacing personal items is limited to the following amounts:

Item	Amount
Eye glasses	\$200.00
Dentures	\$300. 00
Contact Lenses	\$50.00
Watches	\$50.00
Maximum per member over the term of this Agreement	\$300.00

**ARTICLE 28
REIMBURSEMENT FOR BUSINESS TRAVEL**

Section 28.1 Use of Private Vehicle

The Employer agrees to pay an employee the amount of reimbursement per mile as approved by the Licking County Commissioners if the employee’s privately owned vehicle is used to conduct business on behalf of the Employer.

Section 28.2 Meal Reimbursement

When an employee is on authorized out-of-County official business reimbursement shall be made by the Employer for all proper and reasonable expenses for meals. Such meal expense reimbursement must be supported by receipt(s) and will not exceed the County’s per diem.

**ARTICLE 29
FIREARMS**

Section 29.1 Carrying of a Firearm

Firearm qualification is a job requirement. Firearm usage shall be determined by the Employer as to which employee(s) shall be required to carry a firearm in his daily duties and/or according to their job description. Each employee that is assigned a firearm shall satisfactorily complete a firearms course and qualification that is approved by the Employer.

Employees who are assigned to carry a firearm by the Employer shall abide by all policies and procedures of the Employer regarding firearms.

ARTICLE 30
PROFESSIONAL LIABILITY INSURANCE

Section 30.1 Employer Obligation

The parties, as agents of the Employer are protected by the provisions of the Ohio Revised Code §2744. The County and the Employer are therefore obligated to defend employees acting within the scope of their employment against lawsuits and other actions brought against employees by third parties.

ARTICLE 31
HEALTH INSURANCE

Section 31.1 Employer to Provide

The Employer shall provide group medical, dental and life insurance coverage for each eligible employee as available for County employees as defined in the County plan. The schedule of benefits for employees shall be as set forth for all other County employees on the Licking County Health Plan, including eligibility, all conditions and payments specified or required by individual carriers/providers of the health insurance plan and changes in insurance carriers/providers.

Individual carriers/providers may, through no fault of the County, Union or employees cease coverage or change benefit schedules during the life of this Agreement. Should such occur, any employee adversely affected shall be given an opportunity to enroll with an alternate carrier with the appropriate premium rates or to waive coverage and receive an appropriate pro-rata amount of the "waiver of coverage payment" (where applicable). Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider.

Section 31.2 Premiums

Employees shall contribute to the Licking County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

Section 31.3 Flexible Spending Account

Furthermore, under the Licking County Health Plan, the County may provide flexible spending account credits for each employee who elects to participate in the Licking County Health Plan. The flexible spending account may change from plan year to plan year. No amount remaining in the account at the end of the year may be paid to the employee in cash. Employees are subject to the flexible spending account policies and procedures for use, crediting and disbursement of their flexible spending account.

Section 31.4 Waiver of Coverage

An employee who provides satisfactory proof of coverage under another insurance plan may waive medical, vision and dental coverage under the Licking County Health Plan. An employee who waives coverage will receive the amount established annually by the Licking County Health Plan.

**ARTICLE 32
COMPENSATION**

Section 32.1 Base Wage Scales

Wage increases in the base wage scales below shall be effective at the beginning of the pay period that includes the effective date of the wage increase and not necessarily on the date itself.

A. Vicious Dog Specialist

	Step 1 Probationary	Step 2 After 12 Months	Step 3 After 24 Months
	Hourly	Hourly	Hourly
2014	\$15.01	\$15.82	\$16.63
Equity adjustment 3% 1-1-15	n/a	n/a	\$17.13
January 1, 2015 0.5%	\$15.09	\$15.90	\$17.22
January 1, 2016 0.5%	\$15.17	\$15.98	\$17.31
January 1, 2017 0.75%	\$15.28	\$16.10	\$17.44

B. Animal Control Officer

	Step 1 Probationary	Step 2 After 12 Months	Step 3 After 24 Months
	Hourly	Hourly	Hourly
2014	\$13.97	\$14.71	\$15.49
Equity adjustment 3% 1-1-15	n/a	n/a	15.95

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January 1, 2015	0.5%	\$14.04	\$14.78	\$16.03
January 1, 2016	0.5%	\$14.11	\$14.85	\$16.11
January 1, 2017	0.75%	\$14.22	\$14.96	\$16.23

C. Pound Keeper

		Step 1 Probationary	Step 2 After 12 Months	Step 3 After 24 Months
		Hourly	Hourly	Hourly
2014		\$11.63	\$12.24	\$13.40
January 1, 2015	0.5%	\$11.69	\$12.30	\$13.47
January 1, 2016	0.5%	\$11.75	\$12.36	\$13.54
January 1, 2017	0.75%	\$11.84	\$12.45	\$13.64

D. Administrative Assistant

		Step 1 Probationary	Step 2 After 12 Months	Step 3 After 24 Months
		Hourly	Hourly	Hourly
2014		\$13.29	\$13.98	\$14.93
January 1, 2015	0.5%	\$13.36	\$14.05	\$15.00
January 1, 2016	0.5%	\$13.43	\$14.12	\$15.08
January 1, 2017	0.75%	\$13.53	\$14.23	\$15.19

Section 32.2 Administration of the Wage Scales

- A. New full-time employees in each classification will be hired at the starting rate, i.e. Step 1 of the schedule. It is understood and agreed that the service time for step progression shall only include full-time bargaining unit service as an employee with the Licking County Animal Control. However, a newly hired employee with prior service comparable to the job duties of the Animal Control

bargaining unit employees or an employee of the Licking County Animal Control who is permanently promoted may, at the Employer’s discretion, be placed at a step rate higher than the probationary rate, but no higher than Step 2, taking into account a portion of his/her prior comparable service.

B. Employees will receive a step increase, effective the first pay period:

- after their anniversary date of employment:
- after twelve (12) months of service
- after twenty-four (24) months of service

Section 32.3 Compensation for Performance

In addition to the wage rates in the above scales employees are eligible to earn compensation each year in either or both categories as follows:

Category A: Lack of Active Discipline

	% of wage increase	Standard to be met
2015	.5%	No active discipline in his/her personnel file
2016	.5%	No active discipline in his/her personnel file
2017	.5%	No active discipline in his/her personnel file

Category B. Performance Appraisal

	% of wage increase	Standard to be met
2015	1%	Achieving all 4’s and/or 5’s on the Licking Co. Performance Appraisal
2016	1%	Achieving all 4’s and/or 5’s on the Licking Co. Performance Appraisal
2017	1%	Achieving all 4’s and/or 5’s on the Licking Co. Performance Appraisal

For payroll purposes, any compensation for performance earned in a year shall not be lost in each subsequent year, but shall be carried over even if no additional compensation for performance is earned.

Section 32.4 Lump-sum Payment

Employees will receive a one-time lump-sum payment of one hundred dollars (\$100.00) in the paycheck to be issued on September 19, 2014.

**ARTICLE 33
EMPLOYEE EVALUATIONS**

Employees will be evaluated using the Licking County Performance Appraisal. Employees will be evaluated annually, thirty (30) days prior to November 1 of each year. The Dog Warden will conduct the evaluations.

**ARTICLE 34
OBLIGATION TO NEGOTIATE**

The Employer and the Union acknowledge that during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive their right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects, or matter may not have been within the knowledge or contemplation of either, or both, of the parties at the time they negotiated and signed this Agreement. However, upon mutual agreement, nothing in this Article shall preclude the parties from mutually agreeing otherwise.

This Agreement constitutes the entire agreement between the parties, and all other agreements either written or oral are hereby canceled.

Only upon written mutual agreement of the parties, may any portion of this Agreement be reopened during its term.

**ARTICLE 35
DURATION**

This Agreement shall be effective September 1, 2014 and shall remain in full force and effect until August 31, 2017. The parties shall continue in full force and effect all terms and conditions of the Agreement herein until a new agreement is either agreed upon between the parties or imposed by law.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be in accordance with the State Employment Relations Board (O.A.C. 4117-9-02. .

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned parties, pursuant to proper authority have caused this Agreement to be signed on the 21st day of July, 2014.

For the Labor Council:

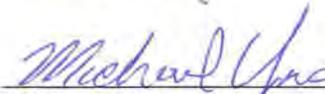


Andrea H. Johan, Staff Representative



Tyler Moore, Union Team Member

For the Employer:

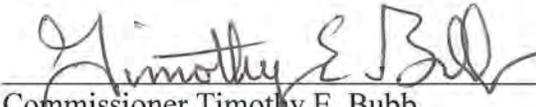


Michael Yaus, Human Resources Director



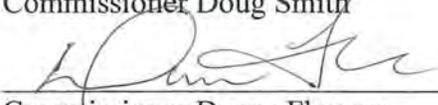
John Silva, Dog Warden

For the Licking County Commissioners:



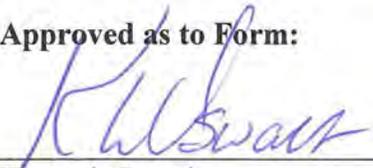
Commissioner Timothy E. Bubb

ABSENT

Commissioner Doug Smith


Commissioner Duane Flowers

Approved as to Form:



Kenneth Oswalt,
Licking County Prosecuting Attorney

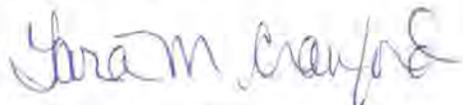
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 14-MED-06-0843
EMPLOYEE ORGANIZATION,	}	(Administrative Assistant,
	}	Animal Control Officer,
and,	}	Humane Officer, et al)
	}	
LICKING COUNTY COMMISSIONERS,	}	
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 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: Mr. Michael Yaus, myaus@lcounty.com