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AGREEMENT BETWEEN THE OTTAWA COUNTY SHERIFF'S OFFICE

AND

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

ROAD DEPUTIES AND DETECTIVES

January 1, 2015

through

December 31, 2017

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ARTICLE 1
PREAMBLE

This Agreement, entered into by the Ottawa County Sheriff's Office, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP," has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to promote cooperation, and orderly, constructive and harmonious relations between the Sheriff's Office, its employees and the FOP/OLC; and to set forth the understandings and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
RECOGNITION

SECTION 2.1. The Employer recognizes the FOP/OLC as the exclusive representative for all employees included in the bargaining unit described in the State Employment Relations Board's order of December 19, 1990, in Case Number 90-REP-0219 (Deputies and Detectives) for the purpose of collective bargaining on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

SECTION 2.2. There are established two (2) bargaining unit within this Agreement. They are as follows:

> DEPUTIES AND DETECTIVES. Included in the Deputies and Detectives' bargaining unit are all full-time Deputies and Detectives. Excluded from this bargaining unit are the Sheriff, Administrative Sergeant, Dispatchers, Corrections Officers, Sergeants and above, Dispatcher supervisor and above.

SECTION 2.3. In the event that jobs currently within the bargaining unit are changed or new positions are created, the parties will meet upon request to determine if such positions shall be included in the bargaining unit. Thereafter, the matter will be submitted to the State Employment Relations Board, either jointly or individually, for determination.

ARTICLE 3
PROBATIONARY PERIODS

SECTION 3.1. Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly-hired probationary employee may be terminated any time during the twelve (12) month probationary period and shall have no right to the grievance procedure nor to the State Personnel Board of Review. Any employee who becomes a member of a bargaining unit, and who has not previously completed twelve (12) months of continuous full-time employment in a position within that bargaining unit, or within another bargaining unit covered by this Agreement, shall be subject to all provisions of this Agreement which govern newly-hired employees.

SECTION 3.2. A newly-promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly-promoted employee shall begin on the effective date of the promotion and shall continue for a period of twelve (12) months. A newly-promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period subject to the grievance procedure.

SECTION 3.3. The Employer may extend an employee's probationary period for up to six (6) additional months upon written notice, which will include reasons for the extension, to the employee and the Union.

SECTION 3.4. Newly hired probationary employees shall be eligible for fringe benefits as specified elsewhere in this Agreement, or for example as in the case with health and welfare insurance, as specified by the terms of the plan.

ARTICLE 4
NON-DISCRIMINATION

SECTION 4.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, ancestry, religious affiliation, national origin, political affiliation, handicap or veteran status. Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state handicap or disability laws.

SECTION 4.2. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

SECTION 4.3. The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no unlawful discrimination, interference, restraint or coercion by the Employer or its representatives against any legal employee activity or employee acting legally in their official capacity on behalf of the Union.

SECTION 4.4. The Union and its members agree not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Union, its representatives or its members against any non-Union member exercising the right to decline membership to the Union or to decline participation in Union activities.

SECTION 4.5. Alleged violations of this Article that are also filed as charges with the Equal Employment Opportunity Commission, Ohio Civil Rights Commission or State Employment Relations Board shall be appealable through the Grievance Procedure contained elsewhere herein, but such grievances shall proceed only to that step of the Grievance Procedure immediately preceding arbitration and not to arbitration.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 5.1. The FOP shall recognize the right and authority of the Employer to administer the business of the Office and to retain full right and responsibility to direct operations, to promulgate rules and regulations and to otherwise exercise the prerogatives of management which are not specifically modified by this Agreement and more particularly, included but not limited to, the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order in the work force;

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

C. To determine goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;

D. To determine the size and composition of the work force and the organizational structure, including the right to layoff employees and/or abolish jobs due to lack of work or lack of funds;

E. To determine the hours of work, work schedules and to establish the necessary work rules for all employees;

F. To determine when a job vacancy exists and when and if a vacancy is to be filled, in accordance with the provisions of this Agreement. To determine the duties to be included in all job classifications and reasonable standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof; subject to overtime provisions contained in other sections of the labor agreement;

H. To determine the budget and uses thereof;

I. To maintain the security of records and other pertinent information;

J. To determine and implement necessary actions in emergency situations; and

K. To introduce new or improved work methods and to contract out for goods and services when necessary for economical and/or efficient operations and to continue to contract for services for economical and/or efficient operations.

SECTION 5.2. The Office shall have the right to establish necessary classifications and to determine the duties to be included in all job classifications to meet the operational needs of the Office. The classifications used herein are for descriptive purposes only and do not guarantee their continued use by the Office.

SECTION 5.3. The FOP recognizes and accepts that all rights and responsibilities of the Office not specifically modified by this Agreement shall remain the function of the Office.

ARTICLE 6
WORK RULES, DIRECTIVES, POLICIES AND PROCEDURES

SECTION 6.1. The Employer agrees that all work rules, directives, policies and procedures it has the right to implement shall be applied uniformly under similar circumstances within the group or groups of employees to whom such are directed. Each employee shall be provided a copy of and be required to read such rules, directives, policies and procedures and sign an acknowledgment indicating receipt of same, that he has read the same and has had the opportunity to ask questions pertaining thereto.

SECTION 6.2. The Employer agrees that new work rules, directives, policies and procedures adopted after the effective date of this Agreement shall be reduced to writing and a copy provided to the Bargaining Unit Chairman and each bargaining unit member. Employees will be required to read such rules, directives, policies and procedures and sign an acknowledgment indicating receipt of same, that he has read the same and has had the opportunity to ask questions pertaining thereto. Any employee on leave of absence, sick leave, vacation, or other authorized time off shall be required to sign the acknowledgment upon his return to work.

SECTION 6.3. Except for cases of emergency designated as such, the Employer may make additions or amendments to work rules, directives, policies and procedures effective upon the date designated by the Employer. However, no discipline will be issued by the Employer for a violation of an addition or amendment to a work rule, directive, policy or procedure until such time as the bargaining unit has received at least fourteen (14) days notice of the implementation of such addition or amendment. Within seven (7) days of the notice of an addition or amendment, the Union may request a labor management meeting under Article 11 of this Agreement to discuss the addition or amendment.

SECTION 6.4. A copy of all new work rules, directives, policies and procedures adopted after the effective date of this Agreement will be provided to the Union.

ARTICLE 7
CONTRACTING OUT

SECTION 7.1. The parties do not intend to modify the Employer's present practice on contracting out pertaining to hospitalized inmates, long distance transportation of prisoners/inmates or utilization of Sheriff's Auxiliary. The parties recognize that contracting out should be limited to work that the Employer determines cannot economically or efficiently be performed by bargaining unit employees.

SECTION 7.2. In the event of such contracting out or subcontracting, the Employer will insure that no employee is laid off or takes a reduction in regular, base pay as a result thereof. Upon request of the FOP/OLC representative, the Employer will discuss any such contracting out or subcontracting, and permit the FOP/OLC to offer alternatives to such contracting out or subcontracting. Such discussions are not intended to delay implementation of any contracts which the Employer deems necessary.

ARTICLE 8
FOP SECURITY - DUES DEDUCTION

SECTION 8.1. The Employer agrees to deduct FOP/OLC membership dues in accordance with this Article for all employees eligible from the bargaining unit.

SECTION 8.2. The Employer agrees to deduct regular FOP/OLC membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC 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 8.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues. The FOP hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

SECTION 8.4. The Employer shall be relieved from making such individual "check-off" deductions 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) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the FOP/OLC.

SECTION 8.5. 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 FOP/OLC dues.

SECTION 8.6. The parties agree that neither the employees nor the FOP/OLC 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 one-hundred-twenty (120) 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 FOP/OLC dues deduction would be normally be made by deducting the proper amount.

SECTION 8.7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the FOP/OLC during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

SECTION 8.8. As a condition of employment, sixty (60) days following the beginning of employment, or the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC, after the effective date of this labor agreement, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of the bargaining unit members. The Employer shall implement the fair share deductions under this section. The FOP/OLC shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09(C) and federal law.

ARTICLE 9
FOP REPRESENTATION

SECTION 9.1. Non-employee FOP/OLC representative(s) shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein. The FOP/OLC agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

SECTION 9.2. The employer shall recognize one employee from each bargaining unit to act as the Local Grievance Representative for the purpose of representation as specifically outlined in this Agreement.

SECTION 9.3. The Local Grievance Representative shall confine his FOP/OLC activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representative(s) to be held during the Local Grievance Representative's scheduled hours, without loss of pay or benefits. The Local Grievance Representative shall be recognized by the Employer as the appropriate Representative at Step One of the Grievance Procedure.

SECTION 9.4. Where grievance hearings, or other meetings, have been authorized by the Employer, or his representative, to be held during the scheduled hours of the aggrieved employee, the aggrieved employee in attendance shall not suffer loss in pay or benefits.

SECTION 9.5. The FOP/OLC shall provide to the Employer an official roster of all its officers and its representatives which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. FOP/OLC office held
5. Immediate supervisor

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

SECTION 9.6. The Employer agrees that subject to the operational needs of the department, one (1) delegate representing all of the bargaining units of the Employer represented by FOP/OLC shall be granted personal leave with pay to attend the annual May convention of the FOP/OLC. Such personal leave will be approved upon receipt of two (2) weeks advance written notification by the FOP/OLC.

SECTION 9.7. The Employer agrees that the local FOP Grievance/Bargaining Chairman, or his designee may request to be released from duty to participate in FOP functions which are a benefit to the Employer and the

FOP. The Employer agrees that should said release be granted, it shall be without loss of pay. Awarding of such release time shall be at the sole discretion of the Sheriff or his designee and denial of such release time shall not be subject to the grievance procedure.

ARTICLE 10
USE OF EMPLOYER'S FACILITIES

SECTION 10.1. The Employer agrees to provide space on the bulletin boards in the dispatchers' area, records office, corrections control room and deputy's squad room of the Sheriff's Department for use by the FOP/OLC.

A. Bulletin boards may be used by the Lodge or Labor Council for posting notices of the following types:

   1. Recreational and social events.
   2. FOP/OLC elections and election results.
   3. General membership meetings and other related business meetings.
   4. General Lodge business of interest to members.

B. Bulletin boards may not be used by the Lodge or Labor Council for posting matters containing editorial or other comments, pro or con, regarding a candidate for public office.

C. No FOP/OLC related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP/OLC.

D. Items in violation of any provisions of this Article shall be cause for the Employer to ask the FOP/OLC to remove said item or items. All items posted on the bulletin board shall be posted and removed by a steward and shall be initialed and dated by the Steward who posts the item.

SECTION 10.2 - BALLOT BOXES. The FOP/OLC shall be permitted, upon prior notification to the Sheriff or his designee, to place a ballot box at the Sheriff's Department up to two (2) times per calendar year for the purpose of collecting members' ballots on issues relating to ratification, modification or maintenance of this Agreement. Such box shall be the property of the FOP/OLC and neither the ballot box nor its contents shall be subject to the Department's review.

SECTION 10.3 - USE OF INTRA-DEPARTMENTAL MAIL. The FOP/OLC shall be permitted to utilize the intra-departmental mail boxes and folders for the purpose of providing information pertaining to the FOP/OLC business or bargaining unit representation, to bargaining unit members. The FOP/OLC agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of FOP/OLC business or bargaining unit representation. The County reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or Sheriff's office. All mail placed into the mailboxes by the FOP/OLC shall be the property of the bargaining unit members to whom it is addressed.

SECTION 10.4- BARGAINING UNIT MEETINGS. Availability of and access to County property by the FOP/OLC for bargaining unit meetings will be determined by the policy adopted by the County Commissioners. Under such policy the FOP/OLC will be granted the same rights of access as are other members of the public.

ARTICLE 11
LABOR/MANAGEMENT MEETINGS

SECTION 11.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, four (4) times each year on a mutually agreeable day and time, the Employer and/or his designee shall meet with not

more than three (3) representatives of the bargaining unit to discuss pending problems and to promote a more harmonious labor/management relationship.

SECTION 11.2. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meetings. If the FOP requests the meetings, the names of the FOP representatives who will be in attendance will be provided to the Employer along with such list. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;

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

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency;

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

G. Give the FOP representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.

SECTION 11.3. It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 12
HEALTH AND SAFETY

SECTION 12.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, management accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by his employees. The employee(s) accepts the responsibility not to neglect or abuse his equipment, tools, or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's standard operating procedures.

SECTION 12.2. Employees shall be responsible for reporting in writing any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and department property. All supplies for stocking the first aid kits will be provided by the Employer.

SECTION 12.3. The Employer agrees to provide a basic first aid kit in each Sheriff's Office vehicle and at the Sheriff's Office. Employees utilizing such kits shall be responsible for maintaining and stocking the kits.

SECTION 12.4. The Employer agrees to provide training for up to two (2) employees of the Employer, at least one of whom will be an employee in one of the bargaining units, in work with peers in post shooting trauma situations. The Employer will make a reasonable good faith effort to have available, through the employees' health and welfare coverage, a psychiatrist or psychologist for counseling following post shooting or other traumatic situations.

SECTION 12.5. The Employer agrees to make available an inoculation program to protect against hepatitis B to bargaining unit employees. If the employee does not follow through with the entire process, the employee must reimburse the County for the cost of their immunizations to date. In addition, the Employer agrees to reimburse employees for towards the costs of tests medically necessary to determine if the employee has contracted the HIV (Human Immunodeficiency Virus) and/or Hepatitis C as the result of a documented

workplace exposure according to CDC guidelines. Such test must be conducted after a medically appropriate period following the exposure. The Employer's obligation to reimburse shall be limited to the extent that the costs of such tests are not covered under the employees' health insurance program, workers' compensation or some other payer source.

ARTICLE 13
CORRECTIVE ACTION
INTERNAL REVIEW PROCEDURE

SECTION 13.1. Disciplinary action shall be for just cause and may include verbal warnings; written reprimands; suspensions with or without pay; reductions in pay and/or position and discharge from employment. Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Subject to the foregoing, progressive discipline shall normally consist of an oral warning, written reprimand, short term suspension and a long term suspension for the same or similar offense, prior to demotion or discharge.

SECTION 13.2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave or any other failure of good behavior or other acts of misfeasance, malfeasance, or nonfeasance in office may be among the cause for disciplinary action. In the event the office schedules a disciplinary meeting with a bargaining unit employee in which discipline is likely to result, the employee will be advised in writing of his right to FOP representation if the employee so wishes.

SECTION 13.3. All disciplinary proceedings will be conducted in a private and businesslike manner.

SECTION 13.4. Oral reprimands and written reprimands shall cease to have force and effect nine (9) months after their effective date, providing there is no intervening disciplinary action taken during that time period: records of suspension of three (3) days or less shall cease to have force and effect twelve (12) months after their effective date, provided that there is no intervening disciplinary action taken during that time period: records of suspension in excess of three (3) days shall cease to have force and effect eighteen (18) months after their effective date, provided that there is no intervening disciplinary action taken during that time period. After the discipline ceases to have force and effect, the employee may request in writing that it be removed from his file. This request shall be made to the Sheriff or his designee and shall be based upon demonstration by the employee that the employee has taken steps to improve his/her job performance, upon which the discipline was based. If the Sheriff or his designee is in agreement with the employee the discipline will be removed from the file and given to the employee. If the Sheriff or his designee is not in agreement with the employee, the discipline will not be removed. Such action will not be subject to the grievance/arbitration procedure of this Agreement.

SECTION 13.5. Whenever the employer or his designee determines that an employee should be suspended, reduced or terminated, a disciplinary conference will be scheduled to provide the employee an opportunity to offer an explanation of the alleged misconduct. Disciplinary conferences shall be conducted in accordance with the Employer's policy.

SECTION 13.6. An employee may be relieved from duty with pay prior to a hearing if charged with theft; being under the influence of, or use of, alcohol or a controlled substance(s) during working hours; the selling or offering for sale of controlled substances, physical violence; abuse of a suspect/inmate; offenses involving immoral conduct or gross insubordination on the job; or behavior which presents an immediate danger to suspects/inmates or other employees; or for other just and reasonable cause. Where an employee is suspended under this provision, a hearing shall be held with the employee and the FOP/OLC within forty-eight (48) hours (excluding weekends and holidays) unless otherwise scheduled or agreed to by the parties.

SECTION 13.7. A bargaining unit member who is to be questioned as a suspect in any investigation that may lead to criminal charges against him shall be advised of his constitutional rights (such as Miranda) in accordance with the law.

SECTION 13.8. An employee may be required to respond to questions or to write a statement regarding his conduct or actions by the Sheriff or his designee in regard to internal non-criminal investigations. An employee required to provide such information will be advised in writing of his obligation to respond, the consequences of refusing to respond and of the limited use of such information provided under law. Under these circumstances, an employee requesting an FOP representative will not be denied such representative. The FOP representative shall normally be the FOP/OLC Grievance Representative for the employee's bargaining unit. If no FOP/OLC representative is available within a reasonable period of time, then the investigation will continue only if the delay would interfere with the ability of the Employer to effectively conduct the investigation. The employee will be informed, in writing, of the results of any investigation under this section at the conclusion of the investigation.

SECTION 13.9. Any interrogation, questioning or interviewing of a bargaining unit member will be conducted at hours reasonably related to his shift and, if required by the Sheriff to be done when the employee is off-duty, the employee will be paid at his applicable rate. Interrogation sessions shall be reasonable periods of time and time shall be allotted during such questioning for rest periods. Employees will not be required to take polygraph examinations.

SECTION 13.10. In evaluating the evidence regarding a complaint about an employee's conduct, the Sheriff will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Sheriff will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.

ARTICLE 14
PERSONNEL FILES

SECTION 14.1. There shall be only one official personnel file for each bargaining unit employee of the Sheriff's Department. Employees shall have reasonable access to their individual personnel folders for review during normal business hours of the Sheriff's administrative office, Monday-Friday, 8:00 a.m. to 4:00 p.m. Such review shall not occur during the employee's scheduled work period, except for authorized breaks or lunch periods. An employee may be accompanied by a representative. Such representative may attend without pay and without disruption of his work schedule.

SECTION 14.2. An employee may compile data, and insert in his file a list of documents he finds therein and keep a copy of the list. The Sheriff or his designee will review and mutually initial the list with the employee if the employee requests. Files shall be reviewed in the presence of the Sheriff or his designee. Employees will be provided with a reasonable number of photocopies each year. If the number of photocopies requested becomes unreasonable, a charge of 25¢ per page will be made.

SECTION 14.3. 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. The employee may place a statement of rebuttal or explanation in his file for any document placed there by the Employer. 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, appreciation, or any comments from members of the public included in his file. Any anonymous material placed in an employee's personnel file will be accompanied by an investigation report regarding its disposition.

ARTICLE 15
EMPLOYEE INFORMATION

SECTION 15.1 - NOTICE OF ADDRESS AND TELEPHONE NUMBER. It is an employee's responsibility to notify his/her supervisor of any changes in address and telephone number. The supervisor shall notify the administrative division of the Sheriff's Department in order that the appropriate changes can be made in the employee's personnel records.

Failure to report a change of address or telephone number may cause the employee to be subject to disciplinary action. Any notice required under this Agreement which may be made by mail and/or telephone which is sent and/or made to the address and/or phone number on file shall be deemed sufficient for purposes of notification, unless otherwise specified in this Agreement. The Office of the Sheriff shall, on a quarterly basis, send each employee covered by this Agreement, a copy of the employee's address and telephone number as it appears in the records of the Office of the Sheriff. Each employee must notify the Sheriff's Department of any change of the address and/or telephone number within seven days after receiving the notice. Any failure to notify the Sheriff's Department of any such change within such time period shall be deemed an approval of the information by the employee. This inquiry by the Sheriff does not relieve the employee of his obligation to timely notify the Sheriff of changes in his address and/or phone number.

A telephone number MUST be furnished by the employee for any and all emergencies that may arise.

SECTION 15.2 - NOTIFICATION OF MARITAL STATUS. The employee shall notify the Department of any marital status change and any change of name. Such notification is necessary in order to make the appropriate payroll changes and/or changes in the beneficiaries for insurance and retirement benefits.

ARTICLE 16
SUBSTANCE ABUSE TESTING

SECTION 16.1. Drug and alcohol abuse are a great concern of society and law enforcement personnel are dedicated to the enforcement of drug and alcohol abuse laws. As a result, law enforcement personnel shall be subject to mandatory testing in the work place for drugs or alcohol in accordance with the following provisions:

SECTION 16.2 - AUTHORITY FOR TESTING. Only the Sheriff or his designee, acting on his behalf, in his absence, may order a drug or alcohol test. Employees in the bargaining unit will be tested for any and/or all of the following conditions: Pre-employment, Reasonable suspicion, Random and Post-accident; provided, however, the Sheriff or his designee, may order a bargaining unit member to be tested on a random basis twice a year. Additional tests in a calendar year will be based on reasonable suspicion or an incident/accident.

If transported to a collection site and requested by employee, employee will be transported by a supervisor of the same sex (supervisor can be a FOP representative from any bargaining unit). Testing/Collection will be conducted at Fremont Memorial Hospital, Magruder Hospital, or Firelands Hospital based on the circumstances of the test and will follow ODOT collection guidelines (chain of custody).

If required, testing will be witnessed by the same sex lab tech or hospital personnel.

SECTION 16.3 - TESTING PROCEDURE.

A. This Agreement applies to employees found to be under the influence of drugs or alcohol while working.

B. If an employee appears to be under the influence and after an investigation the supervisor has reasonable cause to believe that the employee is in a condition that is jeopardizing workplace safety or

cannot perform his or her job due to impairment or intoxication, the employee will be required to submit to a drug and/or alcohol test screen. Any employee refusing to submit to that screen or refusing to sign the release and authorization attached to the agreement as Appendix B will be suspended pending termination for insubordination. A union representative will be present during any meeting with the employee; however, no test will be unduly delayed in order for a representative to be present.

C. Sample collection is to be accomplished in a manner compatible with the employee's dignity.

D. The sample will be sent to an accredited laboratory or testing facility that provides an appropriate chain of custody program, utilizes quality control methods, and who can assure confidentiality and accuracy of results. The lab will split the sample upon receipt to insure the availability of sufficient quantity to comply with section F below. All breath analysis testing shall be in accordance with the Employer's procedures and applicable law.

E. All positive results will automatically be confirmed utilizing the GC-MS test.

F. If the test is positive the employee may, within 24 hours of being advised of the results, request the split sample be sent to an accredited laboratory or testing facility designated by the employee so long as the lab or testing facility meets the criteria in D and E above and provides a copy o their findings directly to the Employer. They must sign an authorization to release such findings prior to the sample being delivered to the lab. The employee is responsible or all costs related to this testing; when it confirms the original findings.

G. An employee found to be under the influence through positive testing will be offered rehabilitation if the circumstances giving rise to such testing do not warrant termination. If the employee refuses such offer of rehabilitation he or she will be subject to suspension pending termination.

H. Any employee who is released from rehabilitation will be subject to retesting at any time when his actions, as defined in section B, demonstrate possible continued use. A positive test will result in suspension pending discharge. If the employee refuses testing he or she will be suspended pending termination.

I. If the employee is taking prescription or over-the-counter substances that might affect the results of the screen, the Employee may be required to provide appropriate documentation of same to the Sheriff's testing lab/medical review officer if the employee has a positive drug screen.

J. The Employer will notify applicants for employment of the substance abuse testing program and that they may be subject to blood, urine and/or breath testing as a part of a physical prior to actually beginning work for the Employer.

K. Any dispute with respect to the application of this Article shall be subject to the grievance procedure.

ARTICLE 17
GRIEVANCE PROCEDURE

SECTION 17.1 - GRIEVANCE DEFINED. A grievance shall be defined as any unresolved question or dispute regarding the wages, hours, terms or conditions of employment as set forth in this Agreement or in an applicable Employer work rule, directive, policy or procedure or, alleged breach or dispute concerning the interpretation or application of this Agreement.

SECTION 17.2. A grievance may be initiated by the FOP/OLC or an aggrieved bargaining unit member. Where a group of bargaining unit members desire to file a grievance involving a situation affecting several bargaining unit members in the same manner, the FOP or the Grievance Chairman shall file a Class Action

grievance on behalf of all affected employees. Such a grievance shall identify the names of all affected employees included in the Class Action.

SECTION 17.3. It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances with a minimum amount of interruption in the work schedule. Every responsible effort will be made by the parties to affect the resolution of grievances at the earliest step possible. In furtherance of this objective the following procedures shall apply:

A. Step One Preliminary Step.

1. An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor within five (5) of the grievant's working days following the grievant's knowledge of the events or circumstances giving rise to the grievance or within five (5) of the grievant's working days following when the grievant reasonably should have known of the events or circumstances giving rise to the grievance. If the grounds for the grievance arise outside the grievant's normal chain of command then the grievant will attempt to resolve the grievance in the chain of command giving rise to the grievance. At this step there is no requirement that the grievance be submitted or responded to in writing. The Grievance Representative may accompany the grievant should the grievant request the representative be present.

2. If the grievant is not satisfied with the oral response from the Employer's Representative at this Step, the grievance may be reduced to writing and submitted to the Employer's Representative at Step 2, the formal steps which follow. Before a grievance is placed in writing and submitted to the Employer, the grievance shall be screened by the Grievance Chairman or appropriate alternate.

B. Step Two - Immediate Supervisor.

1. When a member has a grievance, for which his supervisor's oral response in the Preliminary Step is unsatisfactory, he may then submit said grievance in writing to the Shift Sergeant on the grievance form agreed upon by the parties. Such form must be submitted to the supervisor within five (5) of the grievant's working days following the oral response at the Preliminary Step.

   The supervisor shall date-stamp the form on the date of its receipt.

2. Within five (5) working days of his receipt of the written grievance, the Shift Sergeant shall affix his written response to the form, date and sign his response, and return one copy of it to the grievant. If the aggrieved member does not refer his grievance to the Third Step of the Procedure within five (5) working days after his receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Three - Chief Deputy.

1. Should the member-grievant not be satisfied with the answer in Step Two, within five (5) working days thereafter, he may appeal the grievance to this Step Three by delivering or having delivered a copy of the grievance form, containing the written responses at the prior Steps and any other pertinent documents to the Chief Deputy or his designee. The Chief Deputy shall date-stamp the form, accurately showing the date he received the form.

2. Within five (5) working days of his receipt of the written grievance, the Chief Deputy or his designee shall affix his written response to the form, date and sign his response, and return one copy of it to the grievant. If the aggrieved member does not refer his grievance to the Fourth Step of the Procedure within five (5) working days of his receipt of the decision rendered at this Step, the grievance shall be construed to be satisfactorily resolved.

D. Step Four - Sheriff.

1. Should the member-grievant not be satisfied with the answer in Step Three, within five (5) working days thereafter, he may appeal the grievance to Step Four by delivering or having delivered a copy of the Grievance form, containing the written response at the prior Steps and any other pertinent documents, to the Sheriff. The Sheriff shall date-stamp the form, accurately showing the date he received the form.

2. Within five (5) working days of his receipt of the Grievance form, the Sheriff shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman. The Grievance Chairman may bring with him to the meeting the member-grievant and the appropriate Grievance Representative. The Sheriff may bring with him the Chief Deputy and/or the employee's supervisor.

3. Within five (5) working days of the meeting in this Step the Sheriff shall submit to the Grievance Chairman and the member-grievant a written response.

E. Step Five - Arbitration.

1. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure, it may be appealed to a mutually selected arbitrator. Such appeal must be represented to the Sheriff by the FOP/OLC in writing within fourteen (14) calendar days from receipt of the Sheriff's final response to the grievance at Step Four (4) of the Grievance Procedure. Should the parties be unable to agree upon a mutually selected arbitrator, then the Federal Mediation & Conciliation Service (FMCS) shall be requested to submit a panel of seven (7) qualified arbitrators restricted to arbitrators located in Ohio, Western Pennsylvania and Southeastern Michigan who are members of the National Academy of Arbitrators from which one shall be selected. The union shall be responsible for the initial cost of the panel. If the case proceeds to arbitration and is decided by an arbitrator, one-half of the cost of the panel will be reimbursed to the union by the employer. If an arbitrator's panel is not requested by the union within thirty (30) days of the Sheriff's final response to the grievance at step four (4), the arbitration request will be deemed dropped and the step four (4) answer will be considered final. Each party has the right to request a second panel, one time each, for each grievance advanced to this step. The requesting party will be responsible for the full cost of such panel. Failing to mutually agree upon an arbitrator from the panel, the parties shall strike names alternatively with the party's right to strike the first name to be determined by a flip of a coin. All decisions reached by the arbitrator shall be final and binding on both parties with the expense charged by the arbitrator to be borne equally by both parties.

2. Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the FMCS. The arbitrator shall not have the authority to detract from, alter, add to or otherwise amend any provisions of this Agreement.

   The arbitrator's decision shall be consistent with applicable law. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him. 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. The arbitrator may not establish any new or different wage rates not negotiated as a part of this Agreement. In the event of monetary award, the arbitrator shall limit any retroactive payment to a period of ten (10) working days prior to the date the grievance was presented to the Employer at Step 1 of the Grievance Procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing 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 alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

3. Arbitration Costs. The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties.

4. Arbitrator's Finding. All decisions reached by the arbitrator shall be final and binding on both parties. The arbitrator's decision and award will be in writing and will specifically state both the rationale for the decision as well as the finding and holding.

5. Said decision shall be mailed to the FOP/OLC and the Sheriff or his designee, within thirty (30) days from the date the record is closed. It is understood that the record is not closed until the parties have submitted post-hearing briefs, where such a request is made.

SECTION 17.4 - TIME LIMITS. It is the Sheriff's Office and the FOP's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, the grievant and the Office's designated representative may mutually agree, at any Step, to short time extensions for the Office's answers, but any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual written consent. Failure by the employee and/or the Union to reduce the grievance to writing and/or present it within the time limits set forth under the various steps of this Grievance Procedure shall result in dismissal of the grievance. Failure by the Employer to answer a grievance within the time limitations prescribed in any Step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

SECTION 17.5 - GRIEVANCE FORM. The Grievance form will be supplied by the FOP and approved by the Employer (see Appendix C). All sections of the Grievance Form should be filled out completely. The Form is to be prepared in triplicate. Copies of the completed Form, including the action taken, will be distributed as provided in Section 3 of this Article.

SECTION 17.6. Disciplinary actions of suspensions, with or without pay, reduction in classification and/or termination from employment may be appealed directly to Step 4.

SECTION 17.7. For purposes of this Article, working days shall not include weekends or holidays recognized under this Agreement. At each Step of the Grievance Procedure, the Union grievance representative and the appropriate Sheriff's representative shall date stamp and/or initial and date the receipt of the grievance and/or grievance response.

SECTION 17.8. All matters arising out of this Agreement that would otherwise be appealable under ORC Chapter 124 or through the State Personnel Board of Review shall be appealable only through this Grievance Procedure.

SECTION 17.9. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC representative will be notified of his right to be present at the adjustment.

SECTION 17.10. REPRESENTATIVES IN MEETINGS. In each step of the Grievance Procedure outlined in Section 17.3, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interests of resolving grievances at the earliest step of the Grievance Procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

ARTICLE 18
LAYOFF AND RECALL

SECTION 18.1. When the Employer determines that a long term layoff is necessary, it shall notify the affected members fourteen (14) days in advance of the effective date of the layoff. Members 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.

SECTION 18.2. The Employer shall determine when layoffs and/or job abolishment will occur based on lack of work or lack of funds within the Office. Seniority for purposes of layoff shall accrue to all employees of the Employer. Within the bargaining units, employees will be laid off in accordance with their classification seniority. An employee who is laid off may use his seniority within the Office to bump any employee in a lesser classification, with less Office seniority, provided he is able to immediately perform the work. An employee bumping into another classification shall be paid at the rate for that classification. No employee shall use his seniority to replace an employee in a higher classification, and no employee in the Deputy or Detectives, Correction Officers or Dispatch Bargaining Units shall bump any employee in the Sergeants Bargaining Unit.

SECTION 18.3. As used in this Agreement Office seniority is defined as the total length of continuous service with the Ottawa County Sheriff's Office in any full-time job capacity from the most recent date of hire.

An employee who leaves employment with the Employer for any reason and returns to such employment within 31 days will not have a break in service.

SECTION 18.4. As used in this agreement, Division seniority is defined as the total length of continuous service within a classification or classifications in a division of the Ottawa County Sheriff's Office. A division may cross-bargaining unit lines as identified in Article 2 Recognition. The current divisions of the Sheriff's Office are the Detective Division, Civil Division, Road Patrol Division, Corrections Division and Dispatch Division.

SECTION 18.5. As used in this Agreement, Classification seniority is defined as the total length of service within the employee's classification.

SECTION 18.6. Members who are laid off shall be placed on a recall list for a period of two (2) years. Such employees will be assigned to the Sheriff's auxiliary. The Sheriff will pay for any training required for such laid off employees to retain their certification if the Sheriff pays for such training for employees actively employed in the bargaining unit. If there is a recall, members who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled.

SECTION 18.7. Notice of recall from a long term layoff shall be sent to the members by certified or registered mail with a copy to the FOP. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notices as above provided to the last mailing address provided by the member.

SECTION 18.8. In the case of a long-term layoff, the recalled members shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his or her intention to return to work and shall within ten (10) days thereafter report for duty unless a different date is otherwise agreed to by the employer.

ARTICLE 19
PROMOTIONS AND TRANSFERS

SECTION 19.1. The parties agree that all appointments to positions covered by this Agreement, other than appointments to positions of Communications Officers (dispatchers) Lieutenant, Sergeant and Corrections Officer, shall be filled in accordance with this Article.

SECTION 19.2. Whenever the Employer determines that a position is vacant and is to be filled, a notice of such vacancy shall be posted on the employees' bulletin board(s) for ten (10) calendar days. Such notice shall include the job title; qualifications (including any applicable certification required); pay range; job description and any testing which may be required. During the posting period any employee wishing to apply for the vacant position may do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any employee application submitted after the end of the posting period.

SECTION 19.3. Nothing in this Article shall be construed to limit or prevent the Employer from filling or not filling a vacancy. A vacancy normally occurs by the death, retirement, permanent disability, termination or promotion of an employee. No vacancy within a classification shall be filled on a temporary basis for more than twenty-eight (28) working days without the permission of the transferred employee. The employee will be notified that he is temporarily placed in the position and receive his regular wage or the wage rate of the temporary position whichever is higher.

SECTION 19.4.

A. Applications for a vacant position will be reviewed by a selection panel consisting of two appointees made by the Sheriff and one appointee made by the FOP/OLC. The FOP/OLC representative shall be selected from those bargaining unit members holding an assignment in the classification in which the vacancy exists. The selection panel will interview all applicants for the vacant position using a structured interview process in which all applicants are asked the same questions. Based upon the interviews and the criteria identified in Section 19.4B below, the selection panel will recommend to the Sheriff the name or names of those applicants who meet the selection criteria. The Sheriff will select the successful bidder based upon the provisions of Section 19.4B.

B. Applications for a vacant position shall be reviewed considering the following criteria: qualifications (including any applicable certification required) , experience, education, work record, previous job performance, disciplinary record, and physical and mental capability. The Employer may also consider the results of any testing required of applicants for the position. If two (2) or more employee applicants are considered by the Employer to be substantially equal, then office seniority (as defined in Article 18 Layoff and Recall) shall determine who is placed in the position. If none of the employee applicants for a position are qualified, or, if a non-employee applicant is better qualified, the Employer may fill the position with the most qualified applicant. The Employer will not be arbitrary or capricious in his decision.

SECTION 19.5 - SPECIAL ASSIGNMENT POSITIONS.

A. Special assignments to positions within the bargaining units may be made by the Sheriff. Applicants for such positions will be evaluated in accordance with the provisions of Article 19.4A and the Sheriff may select the successful bidder from among those recommended by the selection panel without regard to seniority. The current special assignment position(s) in the bargaining unit are assignments to the positions of Civil Deputy, Civil Deputy/Administrative Aide and Field Training Officer (FTO). Notwithstanding the foregoing, the Sheriff may designate additional special assignment positions for a period of up to ninety (90) days. A new special assignment position will not be made permanent without the written consent of the FOP/OLC.

B. An employee may be involuntarily transferred from a special assignment and reassigned work by the Sheriff, at the Sheriff's discretion. Any special assignment employee involuntarily transferred and reassigned for non-disciplinary reasons will be assigned to the last non-special assignment

classification the employee held prior to the special assignment, unless otherwise agreed to by the Sheriff and the FOP/OLC. An involuntary non-disciplinary transfer shall not be subject to the grievance/arbitration procedure or any other appeal. An involuntary non-disciplinary transfer will be without reduction in pay unless otherwise agreed by the FOP/OLC and the Sheriff. If a special assignment employee, who is involuntarily reassigned for non-disciplinary reasons, is earning more than the classification to which he/she is reassigned, the employee's rate will be red-circled until such time as the classification rate equals or exceeds the employee's red circled rate. Any across-the-board wage increase to such classification will not be applied to the red-circled employee's rate but rather, the employee will receive a lump sum after the end of each calendar quarter equal to the amount any across-the-board wage increase would have earned the employee based upon his/her compensated hours for the previous quarter. An involuntarily transferred special assignment employee transferred for non-disciplinary reasons who is red-circled as described in this paragraph, will maintain such status as described unless the employee bids out of or is bumped out of the classification as permitted under the provisions of this Agreement.

C. The involuntary transfer or termination of a special assignment employee for disciplinary reasons remains subject to the grievance procedure. A special assignment employee transferred for disciplinary reasons will be assigned to the last non-special assignment classification the employee held prior to the special assignment and will be paid at the rate of pay of the classification to which he/she is assigned.

D. An employee in a special assignment position may voluntarily request to be transferred from the special assignment. Such a transfer request may or may not be granted by the Sheriff at his/her discretion. If an employee voluntarily requests to be transferred from a special assignment position and is transferred he/she will be assigned to the last non-special assignment classification he/she held prior to the special assignment unless otherwise agreed to by the Sheriff and the FOP/OLC. A special assignment employee who is voluntarily transferred will be paid at the applicable rate of the classification to which he/she is assigned.

E. A special assignment employee who is transferred back to his/her last non-special assignment classification will receive credit for all time spent in the special assignment toward the employee's classification seniority under Article 18.5.

F. Work schedules for special assignment positions will not be subject to the provisions of Article 21.1.

SECTION 19.6. Normally, only members of a division are eligible for promotion to a higher classification within the particular division based upon the following organizational chart:

	Communications Division	**Corrections Division**	**Road Division**
Supervisors	Communications Sergeant	Corrections Sergeant	Road Sergeant
Bargaining Unit			
3 Years			Road Deputy
2 Years		Corrections Corporal	
1 Year	Communications Officer (Dispatcher)	Corrections Officer	

Normally, to be eligible for consideration for promotion within a division, an employee must have the following experience:

A. For promotion from Road Deputy to Road Sergeant a minimum of three (3) years of experience as a Road Deputy with the Ottawa County Sheriff's Office.

B. For promotion from Corrections Officer to Corrections Corporal or Corrections Sergeant a minimum of two (2) years experience as a Corrections Officer with the Ottawa County Sheriff's Office.

C. For promotion from Communications Officer (Dispatcher) to Dispatch Supervisor a minimum of two (2) years experience as a Communications Officer with the Ottawa County Sheriff's Office.

The Road Deputy classification may be filled from an applicant pool consisting of employee and non-employee applicants. Communications Officer (Dispatcher) and Correction Officer positions will normally be filled from a non-employee applicant pool. Detectives maintain their seniority within the Road Division while assigned to the detective unit.

SECTION 19.7. When there are reductions in rank because of forced reduction, promoted employees shall be entitled to the rights of employees described in Article 18 Layoffs and Recalls.

SECTION 19.8. The replacement of a bargaining unit member promoted to a non-bargaining unit position shall be temporary until the promoted employee has completed the probationary period. When a member or employee of a bargaining unit is promoted to a management or fiduciary position outside the coverage of this Agreement, the promoted employee shall cease to be a member of the bargaining unit or entitled to the protection of the provisions of this Agreement upon completion of the probationary period.

SECTION 19.9. Recognizing the staffing limitations of the Employer, it is agreed that the Employer may make a temporary transfer of an employee from one classification to another classification for periods not to exceed twenty-eight (28) consecutive working days in any one calendar year. Any employee so temporarily transferred shall receive his regular wage or the wage rate of the temporary position to which he is transferred, whichever is higher. Except for coverage pending the bidding process, the Sheriff will not temporarily fill a permanent vacancy under this section. Upon request, the Sheriff or his designee will provide reason(s), in writing, for the temporary filling of a position.

SECTION 19.10. Bargaining unit members acting the capacity of a Field Training Officer, actively training another bargaining unit member or probationary deputy shall receive an annual stipend of three hundred fifty dollars ($350.00). Training that commences in one year and carries over to the following calendar year shall not result in additional pay. Reserves, auxiliary deputies, or ride-along guests are not considered active training. A command officer evaluating a recruit during the FTO period is not subject to FTO pay.

Such pay shall be paid in the last pay period of November of the year training commenced.

ARTICLE 20
PAY PERIODS, HOURS OF WORK AND COMPENSATION

SECTION 20.1. There are normally twenty-six (26) pay periods per year. The bi-weekly payroll period for all employees is from 0001 hours Sunday through 2400 hours the second following Saturday.

If a holiday occurs on a Friday in which a pay day falls, pay checks will be issued on the preceding Thursday, except under extenuating circumstances, in which case pay checks will be issued as soon as they are available.

Paychecks are to be picked up at the Sheriff's Office on the normal payday.

Pay advances of any kind are not permitted; however, in cases of emergency, paychecks may be issued early. In such instances, the Sheriff must approve such early release in writing. The receipt of such early paycheck is subject to the availability of paychecks in the County Auditor's Office.

SECTION 20.2.

A. The scheduled workweek for employees in bargaining units assigned to the Deputies and Detectives Division (Road Deputies, Detectives, and Road Sergeants) shall normally consist of forty (40) hours per week.

B. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services or from establishing work schedules of employees. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

SECTION 20.3.

A. Employees in Bargaining Units assigned to the Road Division who are required by the employer to actually work more than forty (40) hours in any workweek shall be entitled to overtime compensation or compensatory time at time and one-half (1 ½) their regular base rate of pay but there shall be no pyramiding of premium pay for hours worked in the calculation of an employee's entitlement to overtime pay or compensatory pay.

B. Employees may not accrue more than sixty (60) hours of compensatory time at any one time. The employee may elect to either have the compensatory time balance paid out the last payday in December or carry the balance over. Employees may have unlimited use of their compensatory time in accordance with the Fair Labor Standards Act.

C. Compensatory time requests to use eight (8) hours or less shall be made tweny-four (24) hours in advance. Requests to use nine (9) hours or more shall be made seventy-two (72) hours in advance. Requests will not be approved more than seven (7) days prior to the requested day off and shall be granted on a first come, first serve basis. Compensatory time requests are not eligible for submission during the shift bid and vacation bid process. Exceptions to the above must be discussed with the Sheriff or his designee, and may be granted on a case by case basis. Under no circumstance will compensatory time usage result in overtime for road patrol or corrections exclusively.

SECTION 20.4. All non-exempt employees shall record their daily hours of work on time sheets which will be provided by the Sheriff or his designee. Each time sheet must be reviewed by the employee's supervisor at the end of each pay period and signed by the supervisor and the employee.

SECTION 20.5. Certain administrative, executive, professional employees and such other employees designated as exempt by the Sheriff in accordance with the Fair Labor Standard Act (FLSA), are exempt from overtime. Such employees shall be notified of their exemption by the Sheriff, and shall not be required to perform under the same policies as non-exempt employees. While these employees are not eligible for overtime, they are eligible for schedule adjustments or compensatory time as authorized by the Sheriff.

SECTION 20.6. The Sheriff may reschedule any employee's hours during a workweek or payroll period for reasons of safety only and not to avoid the payment of overtime. In no event shall such rescheduling encompass more than sixteen hours per payroll period.

SECTION 20.7. For the purposes of this Section, paid sick leave, paid vacation, compensatory time, paid military leave, and paid court leave shall be considered active pay status and counted as time worked.

SECTION 20.8 - OVERTIME APPROVAL. Employees are not to begin work early or perform work beyond their scheduled quitting time without the approval of their immediate supervisor. Overtime must be authorized by the Sheriff or his designee in advance of the overtime being worked.

Unusual or emergency circumstances may require employees to work overtime without having prior authorization of the Sheriff. Whenever such circumstances occur, the Sheriff or his/her designee must be advised in writing by the start of the employee's next shift.

Scheduled overtime, which is subsequently canceled for any reason, shall not entitle the employee to overtime compensation.

SECTION 20.9 - SWITCHING SHIFTS. Employees may switch shifts or substitute for another employee on a regularly scheduled shift in order for an employee to be absent from work to attend to personal matters provided the trade does not result in overtime. Employees wishing to trade with another employee must seek the approval of their supervisor seventy-two (72) hours prior to the date of the trade. The Request to Switch Shifts form shall be completed no later than seventy-two (72) hours prior to the day requested to switch. The period which the time is traded and paid back shall not exceed the pay period.

SECTION 20.10. Exclusive to the Detective Bureau, all Detectives shall be given twenty-four (24) hours of compensatory each year to offset their on-call status.

ARTICLE 21
OVERTIME CALL IN PROCEDURE

Pursuant to Section 20.8 of the parties' collective bargaining agreement the Ottawa County Sheriff and the FOP/OLC adopted a Letter of Understanding regarding overtime call-in procedures. This Letter of Understanding is being incorporated as a new article in the current collective bargaining agreement.

1. Scheduled or unscheduled overtime in all divisions except Dispatch will be offered:

    A. First by seniority to the officers in the Division on the vacant shift who are off duty.

    B. Second by seniority to other officers in the Division, who may take either four (4) or eight (8) hours at their discretion.

    C. Third by seniority to officers in other divisions who are qualified to perform the duty, who may take either four (4) or eight (8) hours at their discretion.

    D. Fourth by mandatory overtime as outlined below.

2. Scheduled or unscheduled overtime in the Dispatch division will be offered:

    A. First by seniority to the officers in the Division on the vacant shift who are off duty.

    B. Second by seniority to other officers in the Division, who may take either four (4) or eight (8) hours at their discretion.

    C. Third by seniority to officers in other divisions who are qualified to perform the duty, who may take either four (4) or eight (8) hours at their discretion.

    D. Fourth by mandatory overtime as outlined below.

3. All Divisions – In the event additional manpower is needed to work unusual or emergency situations, the previous shift may be held over by seniority, or the next shift may be called in by seniority.

4. Mandatory Overtime - In recognition that the need for qualified law enforcement is continuous and that the number of officer(s) volunteering for overtime may not meet this need, mandatory overtime may be accomplished as follows:

A. Requiring the least senior officers in the division on adjoining shifts to split the eight (8) hour overtime shift.

B. In the event the split assignment cannot be accomplished, the least senior officer within the division shall work said overtime. However, any officer accepting the first four (4) hours of a shift may be required to remain on duty for up to the full shift (eight (8) hours) if the split assignment cannot be accomplished and the prior shift on duty when the overtime arose has ended.

C. Employees on special assignment shall be eligible for mandatory overtime in accordance with their seniority. Exceptions to this provision shall include firearms instructors, range safety officers, range masters and employees attending school.

5. Seniority/Call in Lists – Lists will be compiled for each division. Each list will indicate which officers are qualified to work in divisions other than the division in which the officer holds his/her bid or assignment.

   Officers will be contacted by the shift supervisor for the affected Division (i.e. Corrections, Road or Dispatch) unless there is an emergency. Then a Dispatcher will do the call out. Officers will be contacted as follows:

   A. In person when possible.

   B. By telephone speaking to the officer.

      i. When contacting by telephone and a message is left with an individual or answering machine it is the responsibility of the officer to return the call indicating the acceptance or rejection of the overtime.

      ii. If the officer is not reached by telephone the call list may continue and in the event the overtime is offered to other officer(s) and accepted by the next eligible officer said officer shall be entitled to the overtime prior to the officer returning the call as stated in Section 5.B.i above.

6. Follow through Overtime - It is recognized that an officer(s) investigating a particular case or cases may be allowed "follow through" overtime. Follow through overtime shall not be subject to the overtime seniority provisions within the division.

7. Undercover Assignments – It is recognized that officers in undercover assignments may be denied the opportunity to accept certain uniformed overtime assignments where such uniformed overtime assignments may interfere with performance of their undercover assignment duties or may jeopardize their safety.

8. Meritorious Grievances – The remedy for meritorious grievances claiming an improper assignment for overtime under this procedure will be payment in the amount of hours offered as overtime. Management has a 90-day grace period from the signing date of this contract before this remedy takes effect.

9. Overtime Approval – All overtime assignment are subject to the approval of the Sheriff or his designee as set forth in Section 20.8 of this collective bargaining agreement.

ARTICLE 22
SHIFT PREFERENCE/SHIFT DIFFERENTIAL

SECTION 22.1.

A. Twice each year all bargaining unit members shall choose their shift preference, within their classification, by classification seniority. The shift preference system shall go into effect during the first pay period of the months of January and June.

B. Junior officers (with less than two (2) years seniority) may be assigned by the Sheriff for six month periods in accordance with department needs. A shift change requested by a senior officer may be vetoed, if such a transfer would hamper the operations of the department. (For example, but not limited to, special assignments or assignments requiring specialized training)

SECTION 22.2.

A. Shift Differential Pay Rates. Shift differential pay is hereby established effective as of the date of this Agreement, as follows:

$.25 for hours worked from 1600 Hours to 2400 Hours, and
$.45 for hours worked from 2400 Hours to 0800 Hours

For employees who work a shift from 1800 Hours to 0200 Hours, the shift differential will be 30¢ per hour.

For employees who work a shift from 2000 Hours to 0400 Hours, the shift differential will be 35¢ per hour.

B. Eligibility. Shift differential pay shall be provided for any eight (8) hour scheduled workday for which the majority of work hours occur during the time periods designated in Section 2(A).

C. Method of Payment. Shift differential pay shall be paid for hours in paid status. Shift differential shall be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this article, to an eight (8) hour workday, the shift differential shall be paid for each hour of overtime worked. The shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is applicable to court appearance time and is applicable to hours worked when called back to duty, if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

D. If an alternate shift is created, such shift shall be subject to the shift preference selections contained herein. If no one bids this position, it will go to the least senior bargaining unit member by date of hire within the classification.

ARTICLE 23
UNIFORMS AND EQUIPMENT

SECTION 23.1. The employer will set aside a uniform allowance of $650 per year for each employee, dates to be established by the employer. The employee will be responsible to provide a request form with items to be ordered, amount of order, and location the order will be placed. This will be submitted to the employer for approval and to determine if the employee has money available on his/her uniform allowance and it meets the purchasing criteria. This will be done in a timely manner. Any emergency orders may be submitted after the close out date on an emergency replacement order only, with the approval of the employer or designee.

The employee will be held accountable to make sure that uniforms are in good repair. A committee will be established to include, but not be limited to, the employer or designee and one member from each division of the bargaining unit. The committee will review all ordering and any disputes in the ordering process. All uniforms and/or equipment will still remain property of the employer and will be turned in on termination of employment with the Sheriff's office.

The probationary employee's first order will not be subject to this uniform allowance and will not be taken off the yearly amount allowed.

SECTION 23.2. Those employees assigned to the Detective Division shall, in addition to the provided uniforms, receive a uniform allowance of five-hundred twenty-five dollars ($525.00) per year.

SECTION 23.3. The Employer shall continue to issue replacement clothing for items that have been damaged or destroyed during the course of employment. The employee must notify the Employer in writing when clothing needs to be repaired or replaced. The employee must show the Employer the uniform which is defective or worn out before an order for replacement shall be made and the new uniform shall be ordered promptly. When the new uniform is received, it will be issued to the Employee upon receipt and logging in of the defective or worn out uniform. The Employer will make suitable arrangements with employees working shifts other than normal office hours for documentation of orders, and receipt/issuance of new uniforms. It is understood that the costs of replacing damaged uniforms shall not count against the uniform allowance.

SECTION 23.5. The Employer agrees to reimburse employees for up to one hundred dollars ($100) towards the cost not covered by vision insurance of prescription eye glasses or contact lenses, or up to twenty dollars ($20.00) towards the cost of wristwatches, which are repaired or replaced as a result of being damaged or destroyed in the line of duty, unless the negligence of the employee causes the loss. Any such incident must be reported to the Employer at the time of the incident.

SECTION 23.6. All uniforms, accessories, and other items of clothing purchased by the Employer shall remain the property of the County. Upon termination of employment, the employee shall return such uniform or clothing items to the County in the condition as when issued, allowing for reasonable wear and tear.

SECTION 23.5 - OPERATION OF COUNTY MOTOR VEHICLES – ELIGIBILITY INSURABILITY

An employee, who is required to operate a County motor vehicle, or any other motor vehicle on behalf of the County, as part of his/her job duties, must abide by the County Driver Eligibility Guidelines of April 1, 2001 as modified by the parties.

The FOP/OLC and all employees who operate County motor vehicles, or any motor vehicle on behalf of the County will be provided a copy of the County's Driver Eligibility Guidelines as of April 1, 2001 as modified by the parties.

If an employee wishes to appeal any determination under the Driver Eligibility Guidelines, his or her initial appeal shall be to the Ottawa County Risk Management Committee (hereinafter "Committee"). A member of the bargaining unit will be appointed to the Committee. Any appeal must be filed in writing with the Risk Management Coordinator within seven (7) working days of the notice to the employee of the determination. Copies of the appeal should be provided to the union and the department head/elected official. The written appeal must state the reason why the employee is appealing.

An employee will have the right to be heard by the Committee and to have a union representative assist him/her. The Committee will take into consideration extenuating and/or mitigating circumstances such as, but not limited to, inclement weather, emergency situations and lack of damage/injury to others. The decision of the Committee shall be determined by a simple majority vote of those Committee members present at the hearing. If the decision of the Committee results in the suspension of driving privileges under the Driver Eligibility Guidelines, such suspension shall be imposed.

The union may appeal any such suspension decision of the Committee to arbitration under the collective bargaining agreement within fourteen (14) calendar days of the Committee's decision. The matter will then proceed in accordance with the provisions under the collective bargaining agreement.

If an employee has been temporarily laid off from his employment as a result of the Driver Eligibility Guidelines and an arbitral award determines the employee should not have been subject to such layoff, and provides an award for full back pay (which shall be limited to regular straight time hours), any compensation or unemployment benefits received by the employee will be taken into consideration.

In the event an employee is determined to be ineligible to drive under this Section, the Sheriff will review all existing alternative duty assignments and will make every reasonable effort to locate a substitute job assignment for which the employee would be qualified to fill. The Sheriff will advise the FOP/OLC of his efforts in writing and, upon request, will meet and confer on the matter. However, the employer shall not be required to "make work" or add additional positions to accommodate any such employee. The employee will be paid at the hourly rate applicable to any position in which he/she may subsequently work. An employee who is ineligible to drive a County motor vehicle, or any other motor vehicle on behalf of the County will not be permitted to bump into another position, but may bid into a vacant position for which he/she is qualified according to the provisions of the collective bargaining agreement. If no position is available under these steps, the employee will be laid off. The layoff/recall time limit under this Agreement may be extended for one additional year if it would allow the employee to meet the provider's Driver Eligibility Guidelines. An employee must submit a driving record (BMV report) when requested by the County to assist in determining the employee's eligibility to drive.
If any incident, as defined under this section results in disciplinary action against an employee, such disciplinary action will be administered in accordance with the provisions of Article 13 Corrective Action Internal Review Procedure within the collective bargaining agreement.

An employee's driving record, from the date of this agreement forward, will be subject to review before such employee is promoted or assigned to a position, which requires the operation of a County motor vehicle or the operation of any other motor vehicle on behalf of the County.

For current employees in the bargaining unit who are currently required to operate a County motor vehicle, or any other motor vehicle on behalf of the County, points under the Driver Eligibility Guidelines will begin to accumulate on October 1, 2001. For employees in the bargaining units who are not currently required to operate County motor vehicles, or any other vehicle on behalf of the County, and for any newly hired employees, the employee's driving record for the number of years specified by the Driver Eligibility Guidelines will be subject to review before such employee is promoted or assigned to a position which requires the operation of a County motor vehicle or the operation of any other motor vehicle on behalf of the County. Such an employee who has had more than two at-fault accidents, arrests, or convictions in any 36-month period in the last 39-months will not be promoted or assigned to a position which requires the operation of a County motor vehicle or any other motor vehicle on behalf of the County. For purposes of this Section, and notwithstanding any provisions of Article 13, an employee's driving record will be subject to review for a 36-month period in the last 39-months.
The Employer will provide an appropriate driving course for law enforcement officers to members of the bargaining unit and Sheriff's Office within six (6) months of the effective date of this Agreement. The Sheriff and/or his/her designee will meet with a member of the bargaining unit designated by the FOP to discuss the course content. The foregoing provisions on the Operation of County Motor Vehicles – Eligibility/Insurability will become effective October 1, 2001.

The Sheriff will submit any on duty accidents to NORIS/LEADS for exemptions.

ARTICLE 24
REIMBURSEMENT OF EXPENSES

SECTION 24.1. If an employee is required to expend personal funds in connection with the performance of his assigned duties or any required training opportunities, such funds shall be reimbursed by the Employer according to established policy. The employee shall secure authorization for known and reasonably expected expenses from his supervisor before leaving on assignment. Should unexpected expenses arise telephone approval should be obtained from an appropriate supervisor whenever possible.

SECTION 24.2. The maximum allowable reimbursement for meals shall be $30.00 per day. Parking expenses and tolls shall be reimbursed upon presentation of receipts or appropriate documentation.

SECTION 24.3. Before an employee can be reimbursed for any expenses provided for in this Article, he must provide receipts of all expenditures to the Employer.

ARTICLE 25
WAGES AND COMPENSATION

SECTION 25.1. Employees in the bargaining unit will receive a 3.0% wage increase to their hourly rate in year one. For years two and three, the Parties agree that the employees in the bargaining unit will receive a guaranteed minimum 2.75% wage increase or the same percentage wage increase as the general fund non-union employees, whichever is greater. Employees in the bargaining unit will be paid based upon the following base hourly rates.

	Effective 1/1/2015
Starting Patrol - Non-certified	$19.11
After 6 months of service	$20.46
After 12 months of service	$21.85
After 24 months of service	$22.51
Starting Patrol - Certified	$19.41
After 6 months of service	$20.97
After 12 months of service	$21.87
After 24 months of service	$22.53
Civil Deputy	$22.53
Civil Deputy/Administrative Aide	$22.53
Detective	$24.87

Notwithstanding the foregoing, no employee within the bargaining unit at the time of ratification shall receive less than an increase of three percent (3%) each contract year.

SECTION 25.2. - LONGEVITY. Employees in the bargaining unit, who have completed three (3) years of continuous service from their most recent date of hire, will receive longevity pay of 3¢ per hour for each year of continuous service. For example:

Yrs of Service	Cents Per Hr	Yrs of Service	Cents Per Hr
3	9¢	7	21¢
4	12¢	8	24¢
5	15¢	9	27¢
6	18¢	10	30¢

Certified Officers will be required to maintain OPOTA peace officer/firearms certification enabling such Corrections Officers to conduct prisoner transports and court security assignments. A Corrections Officer will be eligible for Corrections Officer - OPOTA Peace Officer certified after serving his/her one year probationary period as a Corrections Officer.

SECTION 25.3. – CANINE OFFICER In addition to the Canine Officer's normal pay, the Canine Officer shall receive 16 hours straight time pay per month for the care, training and responsibility of the Canine. This pay shall be included in the last pay period of each month. These hours shall not be considered as hours worked for purposes of calculating overtime.

ARTICLE 26
MEDICAL AND LIFE INSURANCE

SECTION 26.1.

A. The Employer shall continue to make available to eligible full-time employees employed at least 1,820 hours per year a group medical program including hospitalization and major medical in the same fashion, including any premium contribution, as is provided to other employees of the County.

B. Under the Ottawa County Health Care Program premium costs to employees will not be more than 11.1% for 2015; 12.1% for 2016; and 13.1% for 2017 of the total cost of a family or single plan or the same as all other county commissioner employees.

C. Ottawa County will make available a Section 125 plan to include the premium only plan, the health care flexible spending account and the dependent care flexible spending account. These plans offer payment of qualified premiums, qualified out-of-pocket health care expenses and qualified dependent care expenses at pre-taxed dollars.

D. In years that a health fair is offered to other Ottawa County employees, it will also be offered to bargaining unit members.

SECTION 26.2. The Employer reserves the exclusive right to select carriers and/or other methods of providing said coverage.

SECTION 26.3. In the event the current hospitalization/major medical plan is adjusted and/or changed, benefits and/or contributions pertaining to the members of this bargaining unit shall not be less favorable than those pertaining to any other County bargaining unit or employee group.

SECTION 26.4. The Employer shall continue to make available to eligible full-time employees employed at least 1,820 hours per year a $30,000 life insurance policy.

SECTION 26.5. A member of the bargaining unit will serve on the County's Health Insurance Advisory Committee.

ARTICLE 27
PROFESSIONAL LIABILITY

SECTION 27.1. The employer shall provide the defense and indemnification required by Section 2744.07 of the Ohio Revised Code as it is now enacted, or as it may hereafter be amended for all bargaining unit employees.

ARTICLE 28
LEAVES AND LEAVES OF ABSENCE WITHOUT PAY

SECTION 28.1 - DISABILITY LEAVE

A. An employee may request a leave of absence without pay for maternity or disability purposes by submitting such request in writing to the Employer. Such request shall not exceed six (6) months in duration and must be accompanied by a signed physician's statement which includes the probable date on which the Employee will return to work without limitations.

   The disability leave will end on the date on which the physician releases the employee as medically able to return to work, or at the expiration of the six (6) month period.

B. If the employee is unable to return to work at the end of six (6) months due to the same disabling illness, injury, or condition, the employee shall be placed on a disability separation without pay.

   An employee placed on disability separation without pay following a disability leave without pay for the same disabling injury or illness shall retain reinstatement rights for a period of one (1) year from the time the employee began the disability leave without pay. Such employee shall be reinstated to the same or a similar classification within fourteen (14) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer and the costs shall be paid by the Employer. The Employer may, in lieu of the examination conducted by the appointed physician, accept other appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists.

   An employee who does not return from separation, formally resigns, or takes disability retirement within one (1) year shall be separated from service upon the expiration of the one (1) year period.

SECTION 28.2 - EDUCATION LEAVE. A leave of absence without pay may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would benefit the Employer.

SECTION 28.3 - MATERNITY LEAVE. Maternity leave is governed by Section 10 (FMLA) of this article and Article 29 on Sick Leave.

SECTION 28.4 - PERSONAL LEAVE. Upon written request, the Employer may grant a personal leave of absence without pay. Personal leaves without pay must be requested in writing in advance of the leave and shall state the specific reason(s), the beginning date, the ending date, and the duration of the requested leave. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

SECTION 28.5 - AUTHORIZATION FOR LEAVE. The authorization of a leave of absence without pay shall be at the discretion of the Employer, and each request shall be decided based upon its merits.

SECTION 28.6 - SICK LEAVE AND VACATION CREDIT. Any employee who has been placed on an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave.

SECTION 28.7 - ABUSE OF LEAVE. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose(s) specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to report to work. Failure to report within three (3) working days will result in termination.

SECTION 28.8 – REINSTATEMENT.

A. Upon returning from a leave of absence, the Employer shall place the employee in the same or a similar classification, unless the employee's position no longer exists. An employee may, upon approval, return to active pay status prior to the originally scheduled expiration date of such leave if such early return is agreeable to the Employer.

B. An employee who fails to return to duty within three (3) working days after the completion or valid cancellation of a leave of absence, without reporting to the Employer, may be disciplined up to and including termination.

SECTION 28.9. INSURANCE COVERAGE. Employees who have been placed on an authorized leave of absence without pay shall be required to pay the entire cost of their medical coverage during a leave should they desire to continue coverage.

SECTION 28.10 - FAMILY AND MEDICAL LEAVES.

A. In compliance with the Family and Medical Leave Act of 1993 (FMLA) and implementing regulations it is agreed an employee who has been employed by the Sheriff's Office for a total of one (1) year or more, and who has worked at least 1,250 hours within the previous twelve (12) month period, will be granted an unpaid leave of up to a total of twelve (12) weeks in a twelve (12) month period for:

    1) the care of the employee's child (birth, or placement for adoption or foster care); or

    2) the care of the employee's spouse, son or daughter, or parent, who has a serious health condition;

    3) a serious health condition that makes the employee unable to perform his/her job or

    4) as allowed pursuant to the FMLA.

B. Definitions of terms as utilized in the FMLA or implementing regulations are incorporated into this agreement.

C. The parties recognize that the current contractual leave benefits exceed the requirements of the FMLA. In light of this fact the parties agree an employee will be required to utilize any available sick leave to the extent available when taking any leave qualifying for FMLA leave. However, an employee will not be required to reduce his/her accumulated sick leave below forty (40) hours in conjunction with any leave which qualifies as FMLA leave. The employee, at his/her option, may elect to utilize remaining sick leave accumulation below the forty (40) hours if he/she so chooses. Time off work, paid or unpaid, and payment of benefits, provided under the parties Collective Bargaining Agreement for sick leaves that qualify for FMLA leave will count towards an employee's annual FMLA leave entitlement.

D. Notification and verification of FMLA leave will be required as required for leaves under the Collective Bargaining Agreement. The parties agree that the Employer may verify an employee's leave request as permitted by the FMLA. The parties agree that an employee should provide as much advance notice of leave as is reasonably possible under the circumstances.

E. An employee's job restoration right will be covered by either the Collective Bargaining Agreement or the FMLA, whichever provides the greater protection under the circumstances. An employee's seniority will continue while on FMLA leave. The Employer will continue an employee's health insurance as provided under the FMLA.

F. The parties agree the Employer may recover the costs of health insurance or other benefits (e.g. life insurance, etc.) maintained for an employee on FMLA beyond contractual requirements, as permitted by the Act, if the employee does not return to work upon exhaustion of the employee's leave entitlement. However, the Employer may not recover such costs if the employee's failure to return is due to a serious health condition of the employee or FMLA qualifying relative or due to circumstances beyond the employee's control as recognized by the FMLA.

ARTICLE 29
SICK LEAVE

SECTION 29.1. Upon execution of this Agreement each employee, while in active pay status, shall accumulate fifteen (15) days of sick leave per year. For each completed hour in active pay status, an employee earns .0575 hours of sick leave. Active pay status includes hours worked, hours of vacation, holiday leave, paid sick leave, paid injury leave, and compensatory time. Sick leave shall not accrue while an employee is in any unpaid status including unpaid leave of absence, layoff or suspension.

An employee on sick leave shall remain on sick leave for twenty-four (24) hours from the start of his/her shift.

SECTION 29.2. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Under no circumstances shall sick leave be advanced prior to being accumulated.

SECTION 29.3. This section describes the uses of sick leave.

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

   1. Illness or injury of the employee;

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

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

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

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

B. For purposes of this Section, the definition of immediate family is as follows: spouse, child, father, mother.

C. The employer reserves the right to investigate and verify any employee absence and/or require verification from an employee's physician.

SECTION 29.4. 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. The granting of sick leave will not prevent the Employer from disciplining an employee for attendance problems. Discipline will be carried out under the provisions of Article 13, Section 13.1.

SECTION 29.5 - NOTIFICATION REQUIREMENTS. An employee requesting sick leave for the purpose of medical, dental or optical examination appointment shall notify the Sheriff or his designee of the fact as far in advance as possible, in order that scheduling and work priorities might be adjusted accordingly. An employee requesting sick leave due to illness shall attempt to inform the immediate supervisor or the Radio Dispatcher of the fact and the reason at least One (1) hour before the employee's scheduled starting time on each day of absence unless emergency conditions make it impossible.

Failure to do so may result in denial of sick leave for the period of absence and the absence will be charged an unauthorized absence without leave (AWOL). Employees who abuse the call in time requirements may be required to provide a doctor's slip to document absences and may be subject to corrective action.

Exhaustion of sick leave is no excuse for failure to notify the Department. Employees on sick leave for an extended period of time may make arrangements with their immediate supervisor to eliminate the daily reporting requirement.

SECTION 29.6. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and will require the employee to repay any salary or wage paid.

SECTION 29.7. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. 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 29.8. The employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the employer. Any legally required reasonable accommodation which does not constitute an undue hardship for the employer will be considered when the employer makes a determination as to whether an employee is able or unable to perform his/her regular job duties.

SECTION 29.9. If illness or disability continues beyond the time covered by accumulated sick leave, vacation leave may be used, after sick leave is exhausted, at the employee's request and with the approval of the employer. The employee may be granted a leave of absence without pay for up to six (6) months or a disability separation in accordance with the provisions set forth in this Agreement after all sick leave and vacation leave is exhausted. Employees on unpaid leave of absence more than six (6) months, may have a break in service and may be terminated.

SECTION 29.10 - FUNERAL LEAVE.

A. Funeral leave shall be granted to each employee with pay, as set forth in this section, upon the death of a member of his/her immediate family.

B. Members of the employee's immediate family shall include current spouse, parents, stepparents, child, stepchild, brother, sister, stepbrother or stepsister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents, grandchild, child ward, or legal guardian.

C. When an employee has a death in his immediate family and actually attends the funeral, the employer

will allow the employee up to three (3) work days off with pay to attend the funeral or to attend to family matters, if the funeral is within 100 miles of the Ottawa County Court House and up to five (5) work days off with pay if the funeral is more than 100 miles from the Ottawa County Court House. All funeral leave will be charged against the employee's accrued sick time, except if the deceased immediate family member is the employee's current spouse, mother, father, child, stepchild living in the employee's household, brother or sister, then the first three (3) days of funeral leave will not be charged against the employee's sick time. The employer may require documentation satisfactory to the Employer of attendance at the funeral.

D. No employee shall receive pay for funeral leave for any days, or parts of days, the employee was not scheduled to work.

SECTION 29.11. Upon return to work, an employee shall complete and sign a request for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointment as provided for in Section 7 above, or when an absence is for three (3) or more consecutive days, require the employee to furnish a statement from a licensed medical practitioner. The Sheriff or his/her designee, in any case, may require verification of the nature of the illness, injury or absence from a licensed medical practitioner. Such statement shall include the general nature of the illness or injury and the expected return-to-work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

SECTION 29.12 – SICK LEAVE CONVERSION UPON RETIREMENT.

A. Upon request, in accordance with this provision, payment of accrued, but unused, sick leave (including sick leave balance transfers subject to ORC 124.38) will be made to each employee upon disability or service retirement under the Ohio Public Employees Retirement System. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for unused sick leave under this policy shall be considered to eliminate all sick leave paid credit accrued by the employee at that time. Such payment shall be made only once to any employee. Years of service credit will be based on PERS calculations.

    1. Employees with five (5) or more years of actual service with the County, the State or an Ohio political subdivision may elect to be paid in cash for twenty five percent (25%) of the value of their accrued but unused sick leave credit.

    2. Employees with a total of fifteen (15) or more years of actual service with the County, the State of an Ohio political subdivision (not including military service) with at least ten (10) of those years of service with Ottawa County may elect to be paid in cash for thirty percent (30%) of the value of their accrued but unused sick leave credit.

    3. Employees with a total of twenty five (25) or more years of actual service with the County, the State of an Ohio political subdivision (not including military service) with at least fifteen (15) of those years of service with Ottawa County may elect to be paid in cash for forty percent (40%) of the value of their accrued but unused sick leave credit.

    4. Employees with a total of thirty (30) or more years of actual service with the County, the State of an Ohio political subdivision (not including military service) with at least twenty (20) of those years of service with Ottawa County may elect to be paid in cash for fifty percent (50%) of the value of their accrued but unused sick leave credit.

B. The foregoing new policy of sick leave payment upon disability or service retirement shall be subject to the following:

1. All employees not vested on June 30, 2007, shall be covered by the new policy described above.

2. All employees vested on June 30, 2007 with a minimum of five (5) years of service as defined in item number 2a above, shall be covered under either of the following:

   a) The employee may choose to be covered solely under the new policy, OR

   b) The employee may choose to be paid accrued but unused sick leave under Ottawa County's former policy (old policy) and under the new policy. Calculations of years of service credit shall be based on the number of years of service credit the employee has in each plan. Years of service credit under the old policy shall terminate on January 1, 2005. Years of service credit under the new policy shall commence on January 1, 2005. No service credit may be counted more than once. Service credit shall be attributed to the period in which it was earned.

OLD POLICY. Payment of accrued, but unused, sick leave will be made to each employee upon disability or service retirement under the Public Employees Retirement System from active service with the County. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be the greater of twenty-five percent (25%) of the employee's accrued, but unused, sick leave up to a maximum of thirty (30) days or the number of days specified below which corresponds to the employee's years of completed service at the time of retirement.

Ottawa County Sick Leave Conversion Schedule

Years of Service Completed	Maximum Sick Leave Credit Upon Retirement Only	Years of Service Completed	Maximum Sick Leave Credit Upon Retirement Only
5	10	18	53
6	13	19	57
7	17	20	60
8	20	21	63
9	23	22	67
10	27	23	70
11	30	24	73
12	33	25	77
13	37	26	80
14	40	27	83
15	43	28	87
16	47	29	90
17	50	30	93

C. In order to qualify for payment of sick leave upon retirement, the employee shall have had, prior to the date of retirement, five (5) or more years of service with the County, the State or any of its political subdivisions, and must be eligible to receive OPERS benefits at the time of separation from county service.

D. Such payment shall be based on the employees's hourly rate of pay at the time of retirement.

E. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

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

G. Beneficiaries of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with the first paragraph of this Section 29.12.B. Such payment shall be made in compliance with Section 2113.04 ORC.

SECTION 29.13. If an employee uses no sick leave in any one calendar year, that employee shall be credited with an additional three (3) days of leave for the following year. In the event that an employee is not eligible for the three (3) days, an employee may be eligible for an additional 1 (one) day of leave for the following year if an employee uses no sick leave from January 1 through June 30 or from July 1 through December 31 in any one calendar year. At the employee's option, any additional days earned can be taken in the form of vacation leave or compensatory time. Sick leave use for Funeral Leave per Article 29 will not be counted as sick time used for the vacation day bonus of this Article.

SECTION 29.14 – SICK LEAVE CONVERSION

A. Full time employees with a minimum balance of five hundred (500) hours accrued sick leave will be eligible to convert to cash any part of his/her accrued sick leave up to fifteen (15) days per year at the rate of fifty percent (50%). The cash benefit conversion shall be equal to one hour of the employee's base rate of pay for every two hours of unused sick leave credit that is converted.

B. The options for conversion of sick leave credit can only be utilized for sick leave credited an employee in the year in which it is accrued.

C. Cash benefits will be paid once per year at such time as designated by the Sheriff. At the time designated by the sheriff, employees will elect to receive cash or carry the sick leave forward. An employee not exercising a choice by the deadline established by the Sheriff will automatically have the hours carried forward.

D. Employees will not have an opportunity to convert to cash any sick leave upon resignation or termination except that when the termination is due to retirement or death the employee may convert sick leave under provisions of article 29.12.

E. All unused accumulated sick leave converted to cash shall be eliminated at the time of sick leave conversion payment and shall not be re-credited to the employee for any reason.

ARTICLE 30
MILITARY LEAVE

SECTION 30.1. Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defensive Corps, the State or Federal Militia, or members of other reserve components of the Armed Forces of the United States shall be granted leave of absence without loss of pay from their regularly assigned duties for such time period they are performing service in the uniformed services.

SECTION 30.2. Prior to the approval of such military leave the bargaining unit employee must, upon receipt, provide the Employer with a copy of the published order authorizing the call or order to the uniformed services or a written statement from an appropriate military commander authorizing that service.

SECTION 30.3. During his/her period of military service, bargaining unit employees shall receive his/her regular rate of pay for up to one month (i.e. twenty-two eight hour days or one hundred seventy-six hours) within a calendar year (January 1 through December 31).

ARTICLE 31
COURT LEAVE

SECTION 31.1. The employer shall grant full pay when an employer the summoned for any jury duty by the United States, the State of Ohio, or a political subdivision during normal work hours. All compensation for jury duty must be refused by signing the proper County form unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

SECTION 31.2. Employees will honor any subpoena issued to them, including those for Workers' Compensation, Unemployment Compensation, and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or the civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation.

ARTICLE 32
INJURY LEAVE

SECTION 32.1 - INJURY LEAVE/WAGE CONTINUATION POLICY. In the event an employee suffers a compensable industrial injury or illness, the employee may, subject to the below-mentioned terms, receive injury leave in lieu of workers' compensation lost-time benefits. Wages will be paid at the same base rate of pay the injured employee was making at the time of the injury. The payments will be taxable income and subject to the same tax withholding requirements as one's regular wage. The County will continue to withhold those contributions toward health benefits that the injured employee paid prior to the occupational injury. Vacation and sick leave accrual will continue.

The County recognizes all injuries/situations can be a little different and there may be a need to deviate from the policy and this will be based on the approval of the Disability Management Team.

The employee may choose to accept compensation from BWC in lieu of this policy.

SECTION 32.2 - QUALIFICATIONS.

A. The injury or illness must be determined to be compensable by the County or, in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before paperwork is filed with the Ohio Bureau of Workers' Compensation.

B. As it pertains to this policy an Occupational Health Service must be used as determined by the Employer consistent with County policy.

C. Competent medical proof of disability must be provided or a Physician's Update and Physical Capabilities Form. The attending physician must complete the form in its entirety and affix his/her original signature to the form.

D. Where medically approved by an Occupational Health Service, the injured employee agrees to participate in any Transitional Work, Vocational Rehabilitation or Return to Work program offered by the County.

E. Injury leave time will be paid for only those period(s) of lost time that otherwise would qualify the employee for receipt of Workers' Compensation lost time benefits, except that injury leave will be available for the first 14 days, subject to the following limitations.

SECTION 32.3 - TERMINATION CONDITIONS. Wage continuation/injury leave will cease upon any of the following conditions:

A. The Occupational Health Service releases the employee to return to work.

B. The employee returns to work for another employer without employer approval.

C. The employee fails to return to transitional or alternative duty assignment consistent with his/her medical restrictions as approved by the physician of record.

D. The employee has reached maximum medical recovery and/or the condition has become permanent or if the claim is denied/disallowed, or for any reason is determined to be non compensable by the Bureau of Workers' Compensation.

E. Regardless of the above conditions of termination management may, at its sole discretion, terminate injury leave benefits at anytime if disability exceeds a total of a twelve (12) week period.

F. The BWC finds the claim to be fraudulent after payment has commenced.

G. The injured worker attempts to collect both wage continuation and temporary total compensation.

H. Employment termination; or

I. Violation of any BWC organizational policy or guideline related to Workers Compensation which results in BWC determining the claim to be out of the scope of BWC and which the employee does not appeal and win.

The Disability Management Team Members are the Safety Coordinator, the Human Resource Director, the Department Head/Designee of the Injured Employee, the Injured Worker, and Union Representatives (if applicable) of the Injured Employee.

The wage continuation agreement will be reviewed by the Disability Management Team on an ongoing basis if the injured employee has not returned to work based on the circumstances of the injury.

Terms and conditions of this section are subject to the grievance procedure.

ARTICLE 33
CALL-IN TIME

SECTION 33.1. Any bargaining unit employee who is called in and required to work at a time which does not abut his scheduled working hours shall be credited with not less than two (2) hours at his applicable rate of pay. The Employer does not have the right to require the employee to remain at work for the entire two (2) hour period after the particular call-in duty is completed.

ARTICLE 34
PAY FOR TEMPORARY ASSIGNMENTS

SECTION 34.1. Officers temporarily performing the duties of a higher rate classification shall be paid the rate of that higher job for the time worked in the higher assignment (classification).

SECTION 34.2 - OFFICER-IN-CHARGE. One officer per shift may be assigned, in writing, to temporarily perform some but not all of the duties of his/her Supervisor when the Supervisor is on sick leave, vacation or a scheduled day off and no other Supervisor is assigned to replace the absent Supervisor. The Officer-in-charge will be paid an additional fifty cents ($.50) per hour, for each hour on the shift which the employee has been assigned to serve as Officer-in-charge. The Officer-in-charge will normally be the most senior employee in the next lower classification. The Employer reserves the right to make an Officer-in-charge assignment to another Officer other than the most senior, if the senior officer has not satisfactorily performed the duties of an Officer-in-charge in the past or if the employee does not have a satisfactory performance and disciplinary record.

ARTICLE 35
HOLIDAYS

SECTION 35.1. Full-time employees shall receive holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

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

SECTION 35.2. For each holiday listed above, employees shall first receive eight (8) hours pay at their regular rate of pay as holiday pay provided that they work their full scheduled day before and after the holiday. Employees who actually work on a holiday shall receive one and one-half (1½) times their applicable regular rate of pay for hours worked on the holiday in addition to the holiday pay.

In addition to the foregoing holidays listed in 35.1, in any year which the County Commissioners declare an additional holiday, above and beyond those already approved by the Board, the Bargaining Unit will also receive the additional holiday. (This does not include holidays traded by County Commissioners' employees.)

SECTION 35.3. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for the holidays observed on his day off regardless of the day of the week on which they are observed.

SECTION 35.4. Full-time employees, after one (1) year of continuous service, shall be entitled to one (1) personal day-off with pay in each contract year to be taken in the single eight (8) hour increment. There shall be no carry-over of personal days. An employee must give not less than ten (10) calendar days advance written notice to the Sheriff or his designee of the date on which the employee chooses to take the personal day, and obtain the written approval of the Sheriff or his designee, provided however, that such approval shall not be unreasonably withheld. The Sheriff or his designee, at his discretion, may waive the ten (10) calendar day advance written notice requirement upon a showing of good cause by the requesting employee.

SECTION 35.5. Requests to take a holiday off will be approved on a first come, first serve basis, but will not be approved more than seven (7) days prior to the requested day off. Switching shifts in order to work the

holiday will not be permitted. Requests to take a holiday off as a holiday are not eligible for submission during the shift bid and vacation bid process.

ARTICLE 36
VACATION

SECTION 36.1. Full-time forty (40) hour a week employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

Length of Service	Vacation
Less than 1 year	0
After 1 year	80 hours
After 8 years	120 hours
After 15 years	160 hours
After 25 years	200 hours

Such vacation leave shall be accrued to employees between the employee's anniversary of employment each year. Employees will earn, on a biweekly basis, one twenty-sixth (1/26th) of the amount of vacation leave identified in Section 36.1.

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

SECTION 36.2. New employees may be entitled to vacation service credit (for purposes of establishing length of service under this article) earned during prior employment with the State of Ohio or any other political subdivision of the State of Ohio. Employees requesting such credit must provide the Employer with verification of service satisfactory to the Employer. The vacation service credit will not be applied on a prorated or retroactive basis, but will be prospective only and will become effective for an individual employee beginning with the first full pay period following receipt and approval by the employer of the verification of the employee's prior service.

SECTION 36.3. Each employee of the employer who has been previously credited with vacation service credit or prior service credit prior to the execution of this Agreement shall retain such service credit.

SECTION 36.4. Vacation leave shall normally be taken by an employee between the anniversary year in which it was accrued and the next anniversary date of employment. An employee may accumulate vacation from year to year not to exceed two (2) years. No accumulation will be permitted over two (2) years.

SECTION 36.5. Employees shall submit vacation requests twice a year during the months of January and June. Employees shall request, prior to January 15 and June 15, dates for vacation for the periods from January 1 through June 30, and July 1 through December 31, respectively, on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's office seniority with the Employer, subject to the following limitations and expectations:

A. Vacation requests submitted after January 15 or June 15 shall be honored solely on the basis of order of application as set forth in Section 36.7 of this Article and no seniority rights to preferred dates shall exist.

B. Vacations are scheduled and approved in accordance with the workload requirements of the employer.

C. Vacation requests which are at least one (1) week (five [5] consecutive days) in duration shall be given first preference.

SECTION 36.6. The employer shall notify employees regarding the approval/disapproval of vacation requests under Section 36.5 not later than February 28th and July 31st, respectively. Vacation leave approved in accordance with the procedure identified in Section 36.5 will not be cancelled unless an emergency condition exists. Normally an employee shall remain on vacation for twenty-four (24) hours from the start of their normally scheduled shift and not be eligible for emergemcy overtome (less than 24 hour notice).

Employees may volunteer for mandatory overtime. The Union shall provide the Employer with a list of employees who desire to volunteer for mandatory overtime. The list shall be good for the duration of the Agreement. The Union shall be prohibited from filing any grievances against the Employer as it relates to this provision.

Once notification is given, the employer will post a vacation schedule and any employee wishing to cancel a scheduled vacation must provide the employer a minimum of forty-five (45) days advance notification, except that leave of less than one week shall require ten (10) days advance notice, unless unusual circumstances arise.

SECTION 36.7. Vacation leave is to be taken in minimum units of one (1) day unless otherwise approved by the Sheriff. Vacations not requested in accordance with Section 36.5 above may be scheduled, subject to Sections 36.5A through C and the following:

A. Fourteen (14) calendar days advance notice is required when requesting more than two (2) vacation days.

B. Twenty-four (24) hours advance notice is required when requesting two (2) vacation days or less.

C. Denial of vacation requests are subject to the grievance procedure.

SECTION 36.8. Nothing herein shall be construed as preventing the employer from recalling an employee to duty when the operations of the employer so dictate.

SECTION 36.9. At the time of retirement or separation, an employee is entitled to compensation for vacation time accrued, but unused, at that time.

SECTION 36.10. Vacation leave is not earned or accrued on overtime hours or while an employee is in non-paid status (i.e. unpaid leave of absence, workers' compensation leave, disciplinary suspension).

SECTION 36.11. Bargaining unit employees' official payroll records will be maintained in the Sheriff's Office. The Sheriff's Office will make reasonable efforts to ensure that vacation and sick time accumulations reflected on employee paycheck stubs issued through the County Auditor's Office are accurate. In the event of a variation between the Sheriff's records and the Auditor's records the Sheriff's Office will attempt to have the appropriate accumulation corrected as needed. The Sheriff's Office will post monthly each bargaining unit employee's vacation and sick time accumulation, indicating on the posting those employees who are near or who have reached the maximum vacation accumulation.

SECTION 36.12. – SPECIAL EVENT DAYS On Special Event days as determined by the Sheriff, one employee per shift may be granted time off using personal days or compensatory time.

ARTICLE 37
CALAMITY DAYS

SECTION 37.1. If the Courthouse is closed due to man made or natural calamity, and County Commissioners' employees are not required to work, all bargaining unit members that report to work during the declared emergency shall be compensated at time and one-half rate for the same number of hours that are actually worked during the emergency.

Employees not scheduled to work because of a day off, scheduled vacation or continuing sick leave will be charged for the leave regardless of the declared emergency. If vacation or sick leave ends prior to the end of the declared emergency, no leave time will be charged for remainder of the emergency.

In the event of a level three snow emergency, bargaining unit employees required to work during the declared emergency period shall be compensated at double time their hourly rate for the same number of hours that are actually worked during the emergency.

ARTICLE 38
PAGER PAY

All employees in the bargaining unit who are required to carry a pager shall receive a stipend of $.05 per hour for wearing of a pager for all hours worked. In lieu of carrying a pager, employees may elect to give their cell phone number for notofication by the WYNN system. Employees must give such designation in writing setting forth their name and cell phone number during the month of October for the following calendar year. In the event that the employee claims that they did not receive a call, it shall be the employee's burden to produce cell phone records proving such.

ARTICLE 39
TRAINING AND EDUCATION

SECTION 39.1.

A. When the Employer requires any bargaining unit employee to attend any school, class, training session, etc. the employee shall have all hours at which he is required to be in attendance included in his hours worked during the work period in which such training occurs. Time during such training when the employee is free to engage in personal activities, sleep, or is released from classes will not be compensable time. If the employee is required to travel to such training, the employee shall have all travel hours that would fall within his normal shift included in his hours worked during the work period in which such travel occurs. Employees who travel during times other than their normal shift shall be compensated hour for hour for travel time. The expenses for tuition, registration fees, books, etc., of any training opportunity required by the Employer shall be paid by the Employer. If a County vehicle is not made available for travel, the employee will be reimbursed for mileage at the County's rate of reimbursement per past practice.

B. Employees who receive, at the Employer's expense, specialized training or training beyond the minimum necessary to maintain certification, who voluntarily leave employment with the Sheriff's Office to accept other law enforcement work within two years of receiving such training, will be required to reimburse the Sheriff's Office, pro rata, for the costs of tuition, registration fees, books, etc. for such training.

SECTION 39.2.

A. When the State requires any new or additional training of any bargaining unit employee beyond those certification requirements in effect upon ratification of this agreement, the Employer will provide the following for employees with more than two (2) years service with the Ottawa County Sheriff's Office:

    1. The employee will receive pay for training or travel time and reimbursement or mileage will be paid as set forth in Section 36.1 A above.

2. Reimbursement for the costs of tuition, registration fees, books, etc. upon successful completion of such training.

Employees with two (2) years or less service with the Ottawa County Sheriff's Office shall attend such State required training on their own time, at their own expense.

B. If an employee eligible for the payments under Section 38.2.A above does not take advantage of training at reasonable times offered by or through the Ottawa County Sheriff's Office in satisfaction of any State required training, such training must be obtained by the employee on his own time, at his own expense.

C. Employees with any deficiency in their certifications not resulting from new State requirements must make up such deficiency on their own time at their own expense. Furthermore, the Employer agrees to verify the certification status of any newly-hired employees.

SECTION 39.3 - EDUCATION ASSISTANCE POLICY. It is the policy of Ottawa County to encourage all employees to continue to seek new and additional education. If the education is related to an employee's employment qualifications or certification, the County will consider assisting with the payment of tuition as described below, provided however, that anyone requesting such educational assistance must meet with the Department Head and the County Administrator to discuss the employee's plans for education and the needs of the Sheriff.
To be eligible for reimbursement of tuition, the employee must enter into a contract with Ottawa County prior to commencing any course work for which reimbursement is sought. Said contract shall include, but is not be limited to, the following information and understandings:

A. Identification of the school and the course or courses of study which will be reimbursable;

B. An agreement regarding period of employment, if any, to be required after completion of course and/or degree;

C. The work schedules during education period.

The classes or courses must be approved in advance. The student will be required to prepay all tuition and fees. The student will submit all chargeable fees to the Sheriff upon the completion of each course. Approved tuition will be paid upon proof of "C" grade or higher or a passing grade in a pass/fail course. To be reimbursable, the tuition expense must have been actually incurred by the student.

ARTICLE 40
SEPARATION FROM EMPLOYMENT

SECTION 40.1. Upon separation from employment for any reason, all accrued but unpaid holiday leave and/or vacation leave shall be paid to the employee at his current rate of pay.

SECTION 40.2. If the reason for separation is due to the death of the employee, the payment of wages and benefits provided in the Article shall be paid to the employee's estate.

SECTION 40.3. Upon separation from employment for any reason, all monies owed to the Employer by the employee must be paid to the Employer prior to the issuance of any separation pay provided for in this Article or prior to the issuance of any payment for accrued but unused sick leave as provided for in Article 29.12 of this Agreement. At the option of the Employer, all monies owed may be deducted from separation pay and/or sick leave accrual pay specified in this Section.

SECTION 40.4. Upon retirement, payment for accrued sick leave shall be as set forth in Article 29.12.

SECTION 40.5 - NOTIFICATION OF RETIREMENT. Employees planning retirement are requested to provide sixty (60) days advance notice of their anticipated retirement date.

The advance notice will provide management with an opportunity to find a qualified replacement for the retiring employee. Such notice will also allow time for the processing of required paperwork and for informing the employee of his retirement options under the Public Employees Retirement System.

SECTION 40.6 - HOSPITALIZATION COVERAGE FOLLOWING SEPARATION. Employees who leave employment with the Employer or who otherwise become ineligible for continued hospitalization insurance coverage by the County and/or their spouses and children, may be eligible for continuation of insurance coverage through the County's plan at their own expense.

Whenever employment is terminated (other than by discharge for gross misconduct) or an employee otherwise becomes ineligible for health insurance coverage paid by the County, the employee should immediately contact the County's Plan Administrator to determine eligibility for continued coverage at the employee's expense.

Spouses and/or dependent children may be eligible to purchase coverage if eligibility is otherwise discontinued due to a divorce, legal separation or the employee's death, termination of employment or other loss of eligibility. A dependent child who no longer satisfies the eligibility requirements under the employee's policy may also be eligible to purchase insurance through the County plan.
Details of the policy regarding continuation of hospitalization coverage can be found in the Personnel Policy Manual. Employees are required to notify the Plan Administrator whenever one of the triggering events outlined above occurs.

ARTICLE 41
COST OF REPRODUCTION OF AGREEMENT AND DISTRIBUTION

SECTION 40.1. The cost of production and distribution of the Agreement shall be shared equally by the Office of the Sheriff and the FOP. The FOP will distribute the copies of the Agreement to its members. The Sheriff will provide each new employee a copy of the Agreement.

ARTICLE 42
INTEGRATION PROVISIONS

SECTION 42.1 - ZIPPER CLAUSE. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject. This Agreement supersedes and cancels all prior Agreements and expresses the entire understanding of the parties.

SECTION 42.2 - CATCH-ALL CLAUSE. All terms, conditions, and benefits of employment not controlled by other provisions of this Agreement shall be maintained, within the resources available, at not less than the level in effect as of the effective date of this Agreement and, to the extent that any actions are taken by the Office and/or its designees which will reduce such terms, conditions, and benefits of employment, said actions will be negotiated with the FOP upon request by the FOP.

If the parties cannot agree, arbitration procedures under Article 17 (section 17.3.E) shall apply.

ARTICLE 43
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

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 provisions of applicable law shall prevail.

ARTICLE 44
WAIVER IN CASE OF EMERGENCY

SECTION 44.1. In cases of publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Sheriff and/or Commissioners of Ottawa County, or the Federal or State Legislature, such as Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

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

SECTION 44.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 45
SEVERABILITY

SECTION 45.1. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate as required by law on alternative language on the same subject matter.

ARTICLE 46
NO STRIKE/NO LOCKOUT

SECTION 46.1. During the term of this Agreement or any extensions thereof, the FOP/OLC, its representatives and bargaining unit employees shall not engage in a strike. Strike means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

SECTION 46.2. During the term of this Agreement or any extensions thereof the Employer shall not lockout bargaining unit employees.

SECTION 46.3. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 45.1 of this Article shall be subject to discipline or discharge.

SECTION 46.4. Nothing in this Article shall be construed to limit or abridge either party's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or lockouts.

ARTICLE 47
DURATION

SECTION 47.1. This Agreement shall be effective as of January 1, 2015 and shall remain in full force and effect through midnight December 31, 2017.

SECTION 47.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice to modify or terminate this Agreement shall comply with O.A.C. 4117-1-02.

WHEREAS, the parties have executed this Collective Bargaining Agreement effective April 2, 2015.

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

Jackie Wegman, Staff Representative

Jayson Hale, Bargaining Committee Member

OTTAWA COUNTY SHERIFF'S OFFICE

Steve Levorchick, Sheriff

James Sass, President, Board of Commissioners

Steven M. Arndt, Board of Commissioners

Jo Ellen Regal, Board of Commissioners

Approved as to Form:

Mark Mulligan, Ottawa County Prosecutor 3/31/15

Approved as to Content:

Edward S. Kim, Labor Counsel
Fishel Hass Kim Albrecht LLP

APPENDIX A

APPENDIX B

ARTICLE 16 SUBSTANCE ABUSE TESTING

RELEASE AND AUTHORIZATION

I, the undersigned, do hereby acknowledge to be tested under the Sheriff's Office Substance Abuse Program, as negotiated with the Fraternal Order of Police/Ohio LaborCouncil, Inc. Further, I give permission to _____ to release the results of tests to the Sheriff's Office and the FOP/OLC, Inc. who shall be responsible for their confidentiality in accordance with applicable law.

I request a split sample be sent to

_____

_____.

_____
Employee

_____
Date

MEMORANDUM OF UNDERSTANDING
FOR A CORRECTION AND ROAD POSTION

This memorandum of understanding is made this 25th day of May 2000 by and between the Ottawa County Sheriff and the FOP/OLC, Inc. The parties hereby agree to the following modifications to their collective bargaining agreement.

The Ottawa County Sheriff will create one additional Full Time Correction Deputy (excluding Corporals and Sergeants) and one additional Full Time Road Deputy (excluding Corporals and Sergeants) position. It is mutually understood that this position will be subject to the shift bid procedure, outlined in Article 21 of the agreement between the Ottawa County Sheriff and the FOP/OLC. It is also mutually agreed that this will be considered to be a floater position. The purpose of this rescheduling is to limit overtime due to vacation and extended sick leave situations. The proposed position is mutually agreed to be exempt from Section 20.6 of the agreement between Ottawa County Sheriff and the FOP/OLC, provided however, in no instance will the employee be forced to change shifts without at least twenty-four (24) hours notice from the end of the last shift worked. If no one bids this position, it will go to the least senior bargaining unit member by date of hire within the classification.

FOP/OLC, Inc.

By: Jackie Wegman

Date: 1-12-12

OTTAWA COUNTYS SHERIFF OFFICE

By: Sheriff

Date: 01-11-2012

MEMORANDUM OF UNDERSTANDING
RE: SENIORITY

This Memorandum of Understanding is made this 11th day of Jan, 2012 ~~2006~~ by and between the Ottawa County Sheriff and the FOP/OLC, Inc. This memorandum clarifies and shall be considered a part of the parties October 1, 2004 through September 30, 2007 collective bargaining agreement and will remain in effect for the term of that agreement. The parties hereby agree to the following clarification modification to their collective bargaining agreement.

Bargaining Unit Members promoted to a higher classification who voluntarily request to be demoted to their last held rank shall lose the amount of time held in the higher rank for purposes of classification seniority. If the employee is subsequently promoted to the higher rank, the employee shall retain the length of time previously held in the higher rank for purposes of classification seniority.
This section of the MOU does not effect the employees office seniority whatsoever.

Employees who are in unpaid status for more than 31 days, excluding FMLA leave, shall lose classification and office seniority for the days in excess of 31 days.

FOP/OLC, INC.

By Jackie Wegman

Date 1-11-12

OTTAWA COUNTY SHERIFF'S OFFICE

By Sheriff S. Lewchick

Date 01-11-2012