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AGREEMENT BETWEEN

SHELBY COUNTY SHERIFF'S OFFICE

AND

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

EFFECTIVE

January 1, 2014 – December 31, 2014

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ARTICLE 1
AGREEMENT/PURPOSE

Section 1.1. This Agreement, entered into by the Shelby County Sheriff, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC" or "union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and Agreements between the parties governing wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.2. 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 matter or subject not removed by law or regulations from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties, and all other Agreements, written, oral or otherwise are hereby cancelled.

Section 1.3. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement, which it has the authority to supersede and replace, including the provisions of O.R.C. Sections 124.01 through 124.56, Section 9.44, and Section 325.19. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If by operation of law or by a court of competent jurisdiction it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term. The parties shall meet within thirty (30) days to re-negotiate such stricken provision.

Section 1.4. In cases of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Shelby County Sheriff, such as acts of God, natural disaster, civil disorder, national or local emergency the following conditions of this Agreement may be suspended:

A. Time limits for the Employer's or the FOP/OLC's replies on grievances.
B. Provisions of this Agreement relating to the assignment of employees.

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

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the FOP/OLC, as the sole and exclusive representative for all full-time employees in the bargaining units as set forth in the certifications issued by the Ohio State Employment Relations Board as follows:

A. Unit A - 93-REP-04-0089: Includes all full time deputies including detectives and those assigned to the Road Patrol and the Jail as certified on September 16, 1993.

B. Unit B -93-REP-04-0088: Includes all full time employees in the rank of Sergeant as certified on September 16, 1993.

C. Unit C - 93-REP-09-0181: Includes all full time dispatchers and records clerks as certified on October 28, 1993.

D. Unit D - 94-REP-07-013 1: Includes all full time corrections officers as certified on September 22, 1994.

E. Excluded: Sheriff, Lieutenants, Administrative Assistants, Jail Secretary, and all other employees.

Section 2.2. The Employer will not recognize any other organization as the representative for any bargaining unit employee.

Section 2.3. It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties pursuant to Chapter 4117 of The Ohio Revised Code.

Section 2.4. Unless delineated specifically by clause, all provisions of this Agreement apply equally to all units.

ARTICLE 3
DUES DEDUCTION

Section 3.1. The Employer agrees to deduct FOP/OLC membership dues in accordance with this Article for all employees eligible for the bargaining units.

Section 3.2. The Employer agrees to deduct regular FOP/OLC membership dues from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the employee's local representative. 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. Monthly dues shall be rounded up to the nearest cent. One-half (1/2) of the monthly dues shall be deducted from the first (1st) pay period each month and one-half (1/2) from the second (2nd) pay period.

Section 3.3. For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employee's pay, in accordance with this Article, once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215, or such address as set by the FOP/OLC from time to time.

Section 3.4. 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/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article except the failure to forward deducted dues. Once the funds are remitted to the FOP/OLC, their disposition thereafter will be the sole and exclusive obligation and responsibility of the Union.

Section 3.5. The Employer shall be relieved from making such individual "check-off' deductions upon an employee's: (l) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) approved unpaid leave of absence; (5) written revocation of the check-off authorization as provided herein; or (6) any other separation from the Employer's payroll.

Section 3.6. 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 3.7. 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 sixty (60) days after the date such an error is claimed to have occurred or was known to have occurred. If it is found an error ""as made, it will be corrected at the next pay period that the FOP/OLC dues deductions would normally be made by deducting the proper amount.

Section 3.8. Any new employee after sixty (60) days of employment (or any present employee who is a member of the FOP/OLC on the effective date of this Agreement, and who thereafter resigns from the FOP/OLC during the term of this Agreement) shall pay to the FOP/OLC, through payroll deduction, a contract service fee for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the contract service fee exceed the dues paid by members of the FOP/OLC in the same bargaining unit. The contract service fee shall not be used to finance political and/or ideological activity. The FOP/OLC is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that were spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the FOP/OLC less each non-member's proportionate share of the amount of the FOP/OLC dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of the FOP/OLC use of such fee, the employee's deductions shall continue,

but the funds shall be placed in an interest-bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of O.R.C. 4117.09(C) or through proceedings in the Courts. The FOP/OLC shall prescribe a rebate and challenge procedure which complies with applicable laws.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. The Employer's exclusive rights include, but shall not be limited to the following, except as expressly limited by the terms set forth in this Agreement:

A. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as functions and programs, standards of service, overall budget, use of technology and organization structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve efficiency and effectiveness of operations and programs;

D. Determine the overall methods, process, means, or personnel by which operations are to be conducted:

E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Employer as a governmental unit.

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

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 5.1. The Employer and the FOP/OLC realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. The FOP/OLC shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing, or interference of any kind at any operation or operations of the Employer.

B. The FOP/OLC shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the FOP/OLC shall immediately notify all employees that the strike, slowdown, picketing, work stoppage or other interference at any operations of the Employer is prohibited and is not in any way sanctioned or approved by the FOP/OLC. Furthermore, the FOP/OLC shall also immediately advise all employees to return to work at once.

Section 5.2. The Employer shall not lock out any employee for the duration of this Agreement.

Section 5.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1. The Employer agrees not to restrain or coerce any employee because of FOP/OLC membership or because of any legal, authorized employee activity in an official capacity on behalf of the FOP/OLC.

Section 6.2. The FOP/OLC agrees not to restrain or coerce any employee because the employee chooses to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

Section 6.3. The Employer, the FOP/OLC, and each employee agrees to comply with all applicable laws or constitutional provisions or resolutions forbidding discrimination on account of race, color, religion, sex, age, disability or political affiliation.

Section 6.4. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees, except where sex is determined to be a bona fide occupational qualification.

ARTICLE 7
FOP/OLC REPRESENTATION

Section 7.1. Non-employee representatives of the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP/OLC representatives shall identify themselves to the Employer or designee and state the purpose of the visit. The Employer or designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 7.2. One (1) employee per bargaining unit, selected by the FOP/OLC to act as FOP/OLC representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Associate. The Associate may have an alternate who shall act in the regular Associate's absence. The FOP/OLC shall provide the Employer a roster of the Associates and Alternates which shall be kept current at all times.

Section 7.3. No FOP/OLC meetings or other FOP/OLC activities shall take place during working hours without prior approval of the Sheriff or the Sheriff's designee, provided that an Associate may discuss a grievance with an employee and/or supervisor for a reasonable period of time.

Section 7.4. The FOP/OLC Associate or alternate shall be granted sixteen (16) hours per year of paid release time to attend the State Conventions or Seminars. Employees may request to be allowed to change days off for that week to coincide with the appropriate dates or be able to take vacation leave for any additional time. Such release time must be requested in writing at least ten (10) days in advance. The Employer will not deny the release time except in the event of an emergency. Each bargaining unit shall be allowed sixteen (16) hours of paid release time for negotiations of the successor Agreement.

Section 7.5. FOP/OLC Associates shall attend to the administration of this Agreement (grievance and negotiations sessions) on a no loss/no gain basis.

ARTICLE 8
LABOR/MANAGEMENT MEETINGS

Section 8.1. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two (2) members of each bargaining unit, upon written request:

A. To disseminate general information of interest to the parties;

B. To give the FOP/OLC Representative(s) the opportunity to share the views of their members and/or suggestions on subjects of interest to their members;

C. To discuss ways to improve efficiency and increase productivity within the Sheriff's Office;

D. To promote harmonious relations between the Employer and the FOP/OLC in the best interest of the community; and

E. To discuss safety and health issues of the Office that may affect members of the bargaining unit(s).

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 9.2. A grievance may be filed by any member of the bargaining units. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such a grievance shall be defined as a group grievance. The signatures of each member, on behalf of which the grievance is filed, shall be presented at the first hearing. The grievance procedure outlined in Section 9.6 shall be used throughout.

Section 9.3. All grievances must be processed at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer or designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Time limits set forth herein may be extended or steps waived only by written mutual Agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal. If a grievance is not presented within the time limits set forth below, it shall be considered waived.

Section 9.4. Written grievances must be filed on the form provided by the FOP/OLC and shall contain, but not be limited to, the following information:

A. Date and time the incident giving rise to the grievance occurred;

B. Description of incident giving rise to the grievance;

C. Articles and sections of the Agreement involved;

D. Relief requested;

E. Aggrieved employee's name, classification and signature.

Section 9.5. Disciplinary grievances involving suspension, reduction in rank or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in Section 9.6. All other grievances related to disciplinary action are to be tiled at Step 1.

Section 9.6. The following steps shall be followed in the processing of a grievance.

Step 1. Within seven (7) calendar days of the incident or knowledge of the incident, but in no case later than thirty (30) calendar days from the actual date of the incident which gave rise to the grievance, the aggrieved employee shall submit the written grievance to the Sheriff or, in the Sheriffs absence, the designee. The Sheriff or designee shall indicate the date and time of receipt of the grievance, and sign the grievance form.

The Sheriff or designee, within seven (7) calendar days of receipt of the grievance, shall schedule and hold a meeting with the grievant and the FOP/OLC representative. The Sheriff shall issue a written response to the grievance within seven (7) calendar days following the meeting.

Step 2. Arbitration - If the grievance is not satisfactory resolved at Step 1, it may be submitted to arbitration upon notification of the FOP/OLC in accordance with this Section of this Article.

A. The FOP/OLC has the right to decide whether or not to proceed to arbitration following the issuance of the Employer's answer at Step 1. If the FOP/OLC wishes to proceed to arbitration, it must so notify the Employer, in writing, within fourteen (14) calendar days of the issuance of the Employer's answer in Step 1. Once such notification is given, the FOP/OLC shall contact the Employer within the next thirty (30) calendar days to begin the arbitration selection process outlined below.

B. If, after timely notifying the Employer of its decision to proceed to arbitration on a grievance, the FOP/OLC reconsiders its decision, it may cancel the arbitration at any time prior to the arbitration hearing by serving written notice of its desire to cancel upon the Employer and the arbitrator. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

C. A representative of each of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) or American Arbitration Associations (AAA) shall be jointly requested to submit a panelist of nine (9) arbitrators from Ohio. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, each party may reject one (1) list and submit a request for another list from the supplying-agency. The parties will jointly pay the cost of obtaining the first arbitrator list; thereafter, the party rejecting any arbitrator list will pay the cost of obtaining a new list.

D. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement. The arbitrator may not modify or amend the Agreement.

E. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the

purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

F. The decision of the arbitrator shall be final and binding upon the Employer, the FOP/OLC, and the grievant. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of testimony and argument or the submission of post-hearing briefs, whichever is applicable.

G. All fees including the initial list of arbitrators and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, and the cost of the hearing room, if any, shall be borne by the losing party. In the case of a decision by the arbitrator that is not decisive for either party, the cost of the arbitrator shall be borne equally by both parties. The fees and costs, of any non-employee witnesses shall be borne by the party calling them. The fees and costs of a court reporter shall be paid by the party requesting one or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose payor benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing, nor shall such employee receive any compensation or benefits from the Employer if such hearing hours are during the employee's off-duty time.

Section 9.7. When employees covered by this Agreement choose to represent themselves in the presentation of grievances, no adjustment of such grievances will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC grievance representative will be notified of the representative's right to be present at the adjustment.

ARTICLE 10
DISCIPLINE

Section 10.1. Any investigative questioning regarding charges of employment misconduct shall be made under the following conditions:

- The employee shall be apprized of the nature of the suspected misconduct as it is known at the time and be given the opportunity to have a FOP/OLC representative present.

- Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

- Either party may tape record the pre-disciplinary conference or investigative interview.

Section 10.2. When any anonymous complaint is made against an employee, the Sheriff or the Sheriffs designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded.

Section 10.3. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Forms of disciplinary action, but not necessarily the order of discipline are:

A. Written Reprimand;

B. Suspension or demotion; and

C. Discharge.

The Employer reserves the right to require training (or retraining) instead of or in conjunction with other forms of discipline. Oral counseling for minor rules infractions shall not be considered discipline.

Section 10.4. Except in instances wherein the employee is charged with 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. Disciplinary penalties shall be appropriate to the severity of the offense, and as such the forms of discipline listed in Section 10.1 do not necessarily represent a systematic order to be followed in all instances.

Section 10.5. Anytime the Employer or any representative of the Employer has reason to discipline any employee, it shall be done in a professional and businesslike manner that will not embarrass the employee before the other employees or the public.

Section 10.6. Whenever the Sheriff or the Sheriffs designee determines an employee may be disciplined for just cause (including all suspensions, demotions, or discharges), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. This provision does not apply to letters of counseling or written reprimands which may be appealed only through step 1 of the grievance procedure.

Section 10.7. Predisciplinary conferences will be conducted by a hearing officer who may be the Sheriff or a designee selected by the Sheriff.

Section 10.8. No less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Sheriff will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in the employee's defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a predisciplinary conference.

Section 10.9. At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee may be represented by an FOP/OLC representative. The employee shall provide a list of witnesses to the Sheriff not later than four (4) hours prior to the predisciplinary conference. It is the employee's responsibility to notify witnesses that the employee desires their attendance at the conference. If requested at the conference the affected employee or the employee's representative will be provided access to all evidence in the possession of the Employer.

Section 10.10. The employee or the employee's representative will be permitted to confront and cross examine witnesses. If the hearing officer is anyone other than the Sheriff, a written report will be prepared by the hearing officer concluding as to whether or not the alleged conduct occurred. A copy of this report will be provided to the employee within five (5) days of its preparation.

Section 10.11. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday and compensatory time during such leave. An employee found guilty by a trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found not guilty of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but the employee shall be paid for all lost straight time hours and shall have any vacation holiday or compensatory time used restored to the employee's credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

Section 10.12. Employees may be given a polygraph examination and/or voice stress analyzer examination only if they are the primary focus of an investigation, a known witness to an incident, or at the employee's written request directly to the Sheriff. No employee shall be subject to disciplinary actions solely on the basis of results of a polygraph examination.

Section 10.13. In cases where a suspension of fifteen (15) days or less has been imposed on a bargaining unit employee, the Employer may offer the employee, solely at the Employer's discretion, one (1) of the following options:

1. Continue working, but forfeit accrued vacation time or personal leave in lieu of serving a suspension without pay. (The employee may request to use compensatory time if the Employer has first made an offer to forfeit accrued time.) The forfeiture shall be one (1) hour of accrued leave for each hour of the proposed suspension.

2. A suspension without pay.

Regardless of which of the above options applies, the suspension shall constitute corrective action of record and shall have the same force and effect as a suspension without pay for purposes of future disciplinary actions. A record of such action shall be placed in the employee's personnel tile.

The forfeiture of accrued leave shall constitute the final resolution of the corrective action and shall not be subject to appeal.

Section 10.14. Records of suspension shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Letters of Counseling or written reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

ARTICLE 11
DRUG/ALCOHOL TESTING

Section 11.1. Drug/alcohol testing may be conducted on employees randomly, post accident, and/or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

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

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

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

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

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

Section 11.2. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. For purposes of drug testing, the following procedure shall not preclude the Employer from other administrative action but such actions shall not be taken until the initial testing results have been confirmed.

Section 11.3. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas

chromatography/"mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 11.4. Alcohol testing may be done to detect employees reporting for duty or on duty while under the influence of a blood alcohol concentration of any positive result (.02). Such testing shall be done in accordance with the laws of the State of Ohio to detect drivers under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 11.5. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee including withholding payment for any days the employee has already been suspended. The use of illegal substances, on or off duty, will ordinarily result in termination.

The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 11.6. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the Employer may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the Employer and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

Section 11.7. If the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program covered by the employee's insurance, or of the employee's choice. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued sick, vacation and compensatory leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. The employee may be subject to periodic retesting upon return to such position for a period of two (2) years from the date of the employee's return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 11.8. If the employee refuses to undergo rehabilitation or detoxification or tests positive during a retesting after return to work from such a program, the employee shall be subject to disciplinary action, including termination of employment.

Section 11.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee (other than post accident testing) and all periodic retesting upon return to work after rehabilitation shall be at the employee's expense.

Section 11.10. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 12
PERSONNEL FILES

Section 12.1. Employees may request to inspect their official personnel tile maintained by the Employer. Inspection of the individual's personnel tile shall be by scheduled appointment. Appointments shall be during the regularly scheduled work hours of the administrative staff of the Employer. Employees shall be entitled to have a FOP/OLC representative accompany them during such reviews. Employees may copy documents in their official personnel file, unless such document is classified by law as confidential.

Section 12.2. Discipline records, evaluations, accommodations, promotion records and any other document relative to the employee's job performance shall be kept in a sole personnel file. Copies of such documents may be maintained by an employee's immediate supervisor.

Section 12.3. If an unfavorable statement or notation is in the official personnel file, the employee may place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

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

Section 12.4. Whenever a request for disclosure of a personnel record is made by a member of the public the Sheriff will comply with the provisions of O.R.C. 143.24. It is the responsibility of the employee to ensure that information in their personnel file is accurate.

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year; provided the newly hired employee has already received any state required certification. The probationary period for employees required to obtain state certification following their initial employment shall begin upon successful completion of the state required training and shall continue for a period of one (1) year provided that the total probationary period shall not exceed eighteen (18) months from the employee's date of hire. A newly hired probationary employee may be terminated at any time during the probationary period and shall have no right to the grievance procedure over such termination.

Section 13.2. Any employee appointed to a different classification within the Sheriff's department will be required to successfully complete a probationary period for such new classification. The probationary period shall begin on the effective date of the change in classification and shall continue for a period of six (6) months. Any such employee who evidences unsatisfactory performance may be returned to the employee's former classification with no loss of seniority any time during the probationary period.

ARTICLE 14
SENIORITY

Section 14.1. "Total Seniority" shall be computed on the basis of uninterrupted length of full-time continuous service with the Shelby County Sheriff's Office. "Classification Seniority" shall be calculated on the basis of uninterrupted length of full-time service with the Shelby County Sheriff's Office within a classification. "Total Seniority" or "Classification Seniority" as defined herein shall apply wherever the specific terms are used in this Agreement. Whenever the term "seniority" is used without either qualifier, it shall mean Total Seniority. Once continuous service is broken, unless the employee is reinstated by the Employer, the employee loses all previously accumulated seniority, including classification seniority. The following situations constitute a break in service for which seniority is lost: discharge for just cause, retirement, layoff for more than one (1) year, failure to return to work with ten (10) calendar days of a recall from layoff (absent approved extenuating circumstances such as illness, injury or disability), failure to return at the expiration of a leave of absence, resignation, or (for classification seniority only) placement in a different classification by promotion or demotion and successful completion of the promotional probationary period.

Section 14.2. Seniority is suspended when an employee is on an approved unpaid leave of absence. Upon return from leave, the employee will be credited with the prior service time.

Section 14.3. Employees laid off shall retain both types of seniority for a period of twelve (12) months from the date of layoff.

Section 14.4. Newly hired employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the Employer. Promoted employees shall be granted classification seniority in their new classification upon successful completion of the promotional probationary period, calculated from the date of promotion. The date of promotion shall also be the termination date of classification seniority in the successfully promoted employee's prior classification.

Section 14.5. Where two (2) or more employees are appointed on the same date of appointment the following shall be used to determine which employee will be placed higher on the seniority list:

Corrections Officers hired on March 21, 1994, shall have their placement on the seniority list determined by their initial test scores, equal scores will be determined by flip of a coin.

All other employees will have their placement ~n the seniority list determined first by the use of any continuous part-time service with the Sheriff's Office immediately prior to full-time appointment and then by a flip of a coin.

The above shall be used only for eliminating ties in seniority and shall not change the employee's actual date of hire.

Section 14.6. The Employer will maintain accurate and current seniority lists and will, upon request, furnish a copy of such lists to the Chief Associate of the FOP/OLC.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees no less than ten (10) days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 15.2. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Layoffs in the bargaining units shall be in inverse order of classification seniority within each classification affected, with the least senior employee in each affected classification being laid off first.

Section 15.3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Section 15.4. Notice of recall from a long-term layoff shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested to the last mailing address provided by the employee.

Section 15.5. In the case of a long-term layoff, the laid off employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. Employees failing to notify the Employer of their intention to return within five (5) days, or failing to report for duty within ten (10) days of notice shall be removed from the recall list and be deemed to have resigned.

Section 15.6. Bumping. Bumping for the purposes of this Agreement shall only be utilized by employees in the case of long-term layoffs or job abolishments. Employees receiving notice of a long term layoff shall have five (5) days following receipt in which to exercise their right to bump, based on total seniority, the least senior employee in a lower classification in any FOP/OLC bargaining unit of the Employer, provided the more senior employee does possess the skill, ability, and is qualified to perform the work without additional training. Notwithstanding the above, any employee who meets the minimum qualifications for a position but requires additional training shall be allowed to bump a probationary employee in the lower classification. Employees who are bumped from their position shall have five (5) days in which to exercise their bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, and qualifications to bump another employee in a lower classification shall be laid off and placed on the appropriate recall list. An employee may only exercise bumping rights once during each long term layoff affecting the employee's position. The Employer's current bargaining unit classifications in order from highest to lowest are:

Sergeant
Deputy
Dispatcher
Correction Officer

Section 15.7. In regard to bumping and recall, current employees will be allowed the same time to obtain any required certification or training as allowed for in the classification specification.

ARTICLE 16
BULLETIN BOARD

Section 16.1. The Employer shall provide the FOP/OLC a bulletin board in the breakroom, provided that:

A. Such bulletin board shall be used for the posting of notices bearing the written approval of the FOP/OLC Associate or an official representative of the FOP/OLC, and shall be solely for FOP/OLC business: and

B. No notice or other writing may contain anything political, controversial, discriminatory, or critical of the Employer or any other institution or of any employee or other person; and

C. Upon request from an appropriate official of the Employer, the FOP/OLC will immediately remove any notice or other writing that the Employer believes violates sub-paragraphs (A) and (B).

D. The Sheriff shall approve the quality, color and size of such bulletin board prior to erection in a location approved by the Sheriff.

ARTICLE 17
WORK RULES

Section 17.1. The FOP/OLC recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies and regulations consistent with the Employer's authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 17.2. The Employer agrees that no existing work rules, policies, or regulations, nor those to be established in the future, shall violate any expressed terms of this Agreement or Ohio Revised Code Section 4117. The Employer further agrees that work rules, policies and regulations shall be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies or regulations are directed.

Section 17.3. Any additions or amendments to the work rules, policies or regulations shall be reduced to writing, provided to each affected employee, who shall sign therefore, and posted on the Employer's bulletin board for a period of five (5) working days. Such delivery and posting shall constitute notification to all employees and the FOP/OLC.

Section 17.4. The notification requirements provided for in Section 17.3 herein shall not limit the right of the Employer to implement a work rule prior to the conclusion of the notification posting period when earlier implementation is necessary for the effective and efficient operation of the office or necessary to comply with the law or state regulations. In such case the effective date of the work rule shall be noted thereon.

ARTICLE 18
SAFETY AND HEALTH

Section 18.1. It is agreed that health and safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment and working methods and procedures for its employees.

The employee(s) accepts the responsibility to follow all safety and health rules, policies and procedures, and working methods as prescribed by the Employer's standard operating procedures. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions or practices are known.

Section 18.2. The Employer's safety and health standard operating procedures are based upon the best information available. However, as there is much about certain communicable diseases that are unknown, the Employer reserves the right to change or alter its standard operating procedures regarding safety and health issues as necessary.

Section 18.3. The Employer will develop and maintain a written blood borne pathogens exposure control plan and perform an exposure determination with regard to each employee and/or task. The Employer will develop and maintain standard operating procedures and written policies for all tasks involving potential exposure. The standard operating procedures will include the use of personal protective equipment where applicable. Failure of employees to comply with standard operating procedures may result in disciplinary action.

Section 18.4. The Employer will conduct annual blood borne pathogen and universal precaution training for bargaining unit employees having occupational exposure.

Section 18.5. The Employer will provide blood borne pathogen immunization for the bargaining unit employees determined to be at risk, by a provider determined by the Employer.

Section 18.6. With reasonable suspicion, the Employer reserves the right under this Article to require the employee to take a physical or mental examination by an Employer designated physician at the Employer's cost to determine the employee's capability to perform the essential duties of their position. Employees will be allowed to continue employment as long as they are able to perform the essential functions of their position with or without a reasonable accommodation. The Employer reserves the right to accommodate, reassign or remove infected or contagious employees if it is medically determined that there exists a substantial risk to co-workers or the public.

Section 18.7. Employees with infectious or contagious diseases are eligible for sick leave and disability leave benefits contained in this Agreement on the same basis as an employee with any other medical disability. The Employer agrees to cooperate with employees with infectious or contagious diseases seeking to utilize the disability or retirement system that provide viable options for the affected employee.

Section 18.8. Employee medical records and records of any accommodation made hereunder are to be kept confidential and may only be released by the Employer to designated physicians, insurance carriers or management officials who must decide if the employee poses a threat of contagion.

Section 18.9. Safety and health issues that affect members of the bargaining unit will be an appropriate item for discussion at the labor/management meetings.

ARTICLE 19
HOURS OF WORK/OVERTIME

Section 19.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. 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 19.2. The normal workweek for bargaining unit employees who serve in communications and records clerk shall consist of forty (40) hours exclusive of any unpaid lunch period. The workweek for bargaining unit employees who serve in communications shall be computed between 12:01 a.m. on Saturday of "each calendar week and 12:00 midnight the following Friday.

Section 19.3. When a bargaining unit employee who serves in communications or records clerk is required by the Employer to work more than forty (40) hours in a calendar week as defined in Section 19.2 above, the employee shall be paid overtime pay for all hours required to be worked in excess of the forty (40) hours. Overtime pay shall be paid at the rate of one and one-halftimes the employee's regular hourly rate of pay.

Section 19.4. The work period for bargaining unit employees who engage in law enforcement activities shall be twenty-eight (28) consecutive calendar days. The Sheriff shall determine the number of shifts and hours of work. When a bargaining unit employee who engages in law enforcement activities is required to work more than one hundred and sixty (160) hours during the established twenty-eight (28) day work period, the employee will receive overtime pay for the time worked in excess of one hundred and sixty (160) hours. Overtime pay shall be paid at the rate of one and one-half (1-1/2) times the .employee's regular hourly rate of pay. Notification shall be given to the employee at least twelve (12) hours in advance of any schedule change. Such adjustments shall be on an hour-for-hour basis.

The work period for bargaining unit employees assigned to corrections shall be twenty-eight (28) consecutive calendar days. The Sheriff shall determine the number of shifts and the hours of work. When a bargaining unit employee assigned to corrections is required to work more than one hundred and sixty (160) hours during the established twenty-eight (28) day work period, the employee will receive overtime pay for the time worked in excess of one hundred and sixty (160) hours. Overtime pay shall be paid at the rate of one and one-half (11/ 2) times the employee's regular hourly rate of pay. Notification shall be given to the employee at least twenty-four (24) hours in advance of any schedule change. Such adjustments shall be on an hour-for-hour basis.

For the purposes of determining an employee's eligibility for overtime, "hours required to work" will include actual work hours, compensatory time off, hours on paid vacation leave, hours on sick leave if taken prior to the overtime earned, and hours on paid personal leave. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime. Notwithstanding the previous paragraph, for purposes of compliance with the Fair Labor Standards Act (FLSA) only, the parties agree overtime will be computed in accordance with Title 29 USC, Section 207k.

Section 19.5. There shall be no pyramiding of premium payor duplication of payment for hours worked or paid.

Section 19.6. Any bargaining unit employee may request to accumulate compensatory time off in lieu of overtime pay, for any authorized overtime worked. Once compensatory time has been banked, it may not be converted back to pay unless the employee terminates service with the Employer. Compensatory time shall be granted at the Employer's discretion. If the employee wishes to request compensatory time, the employee shall designate this request in writing to the Employer prior to the end of the pay period in which the overtime is worked.

Compensatory time, if granted, will be on a time and one-half basis for each hour of overtime worked at a time mutually convenient to the employee and the Employer. Employees may not be permitted to accumulate over thirty-two (32)-hours of compensatory time.

Section 19.7. Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall make a reasonable effort to equally distribute offerings of overtime among available bargaining unit employees within the same job classification and work section. In the event the work involved requires special skills, employees possessing such skills may be assigned to work the overtime. To meet the operation needs of the Sheriff's Office, any or all employees may be required to work overtime. A seniority rotating list shall be established to equalize overtime as much as possible by job classification and work section by offering overtime opportunity to the employee(s) who have been charged with the least amount of overtime. When employees are requested to work and refuse the overtime, they shall be charged as though they had worked the overtime.

Section 19.8. When no employee volunteers to work overtime, the Employer may mandate employee(s) to work. Such mandating shall be rotated from least senior to most senior for on duty employees first then off duty employees in four (4) hour increments.

Section 19.9. If the Employer specifically assigns a Deputy to substantially perform the majority of the duties of the Sergeant position for more than two (2) consecutive weeks due to the illness or other absence of the regularly assigned Sergeant, said employee shall receive a three percent (3%) wage supplement for the consecutive hours worked in the Sergeant position.

Section 19.10. All qualified Deputies of the Sheriff's Office may be hired by various businesses or organizations of the community, with the advance approval of the Sheriff, to work Special Detail Assignments. Payment for such services shall be made by the hiring party.

A. Special Detail Assignments will be offered on a voluntary basis in the following order;

First .....Full-time Deputies
Second .....Full-time employees qualified to perform the assignment
Third .....Reserve Deputies

B. Special Detail Assignments at the Shelby County Fair will be offered as determined by the Sheriff.

C. Employees performing such "Special Details" are considered to be working for the other Employer and are not considered to be performing overtime for the Shelby County Sheriff's Office. Employees are expected to conduct themselves as respectable law enforcement officers or safety employees while performing Special Details. The Sheriff reserves the right to discipline employees accordingly for violations of Sheriff's Office policies and procedures or for other misconduct occurring during the performance of a Special Detail.

D. Special Detail assignment opportunities will be rotated among qualified employees who express in writing an interest for such work.

E. The Sheriff reserves the right to restrict employees from performing Special Detail work for infractions occurring during such details, as a form of discipline. However, no employee's certification shall be suspended or withdrawn except for just cause.

ARTICLE 20
SHIFT PREFERENCE

Section 20.1. Employees will be assigned to particular shifts for their assignment on a twelve (12) month basis by the Sheriff, or designee. Shift preference shall not be changed during any such preference period unless unexpected variations of staffing levels mandate that a preference be changed in order to provide effective delivery of services to the community. The Employer reserves the right to specify certain job assignments within current assignments that are not subject to these procedures herein. The procedures listed below shall be followed in order to benefit the employee and to further satisfy the operational needs of the Employer.

A. No later than January, the Employer or designee shall solicit the written preferences of each eligible employee as to shift preference. Each eligible employee shall submit a written request for shift preference within a period of time specified by the Employer. Effective January 2008, shift preference shall be for twenty-four (24) months. If an opening occurs on a shift during the two (2) year period, employees shall be given the opportunity to submit their shift preference for the vacant shift. The most senior employee within the applicable bargaining unit will be awarded the shift. The newly hired employee will be assigned to the vacant position created by the above shift preference assignment. The new schedule shall become effective the second full twenty-eight (28) day work schedule of the calendar year.

B. The Employer shall make shift preference within each group based on the written preference of the employee in order of seniority, consistent with job skill qualifications. The assignment groups shall be: Sergeants; Road Deputies; Jail Deputies; Dispatchers; and Correction Officers.

C. Employees who are assigned to duties which are regularly carried out on a twenty-four (24) hour a day basis shall be eligible to participate in the shift preference process set forth herein. All such schedules with shift preferences will be posted prior to their

effective date. All other employees shall have their hours of work determined and assigned by the Employer in accordance with the other provisions of this Agreement.

D. The exercise of shift preference shall not limit the Employer from making reasonable temporary shift reassignments in order to carry out the mission of the Employer. However, with the exception of reassignments for the purpose of training, such transfers will not be made for periods of less than one (1) workweek, nor will the shift changes be made with less than forty-eight (48) hours notice, except in emergency situations. To the extent possible, shift assignment changes will be by personal notification.

E. In the case of employees who initiate a change in work schedule causing a conflict in scheduled time off, then the employees who initiated the change will be required to adjust their scheduled time off to meet the schedule within their new shift. In the case of employees who are forced to change shifts, then the least senior employees must adjust their scheduled time off.

F. No later than January, every other year beginning January 2002, the Employer or designee shall solicit the written preferences of each eligible employee as to assignment. Assignments will be within the classifications of Sergeant, Deputy, Corrections Officer and Dispatcher. Each eligible employee shall submit a written request for assignment within a period of time specified by the Employer. The new assignment shall become effective the second full twenty-eight (28) day work schedule of the calendar year. Assignments shall be effective for twenty-four (24) months. Should a vacancy occur within an assignment it shall be filled by the most senior employee within the classification who desires to fill the vacancy.

G. All trades shall be approved on a case by case basis for such things as but not limited to educational reasons or emergencies. Trades are approved at the discretion of the Sheriff based on operational needs of the Sheriff's Office. No trade approval shall be construed as precedent to another trade request.

Section 20.2. The parties may by written mutual Agreement amend this procedure in the interest of efficient operation of the Sheriff's Office.

ARTICLE 21
CALL-IN PAY/COURT TIME

Section 21.1. A bargaining unit employee called-in to work at a time outside of the employee's regularly scheduled shift, which does not abut the employee's regularly scheduled shift shall receive a minimum of three (3) hour's pay at the appropriate rate of pay in accordance with the Hours of Work/Overtime Article herein.

Section 21.2. Subsequent call-ins within the time span covered by the original call-in shall be considered as part of the first call-in.

Section 21.3. An employee who is required to appear in court or meet with the Prosecutor for a pre-trial conference on matters pertaining to or arising out of the employee's official duties, during off-duty time which does not abut the employee's regularly scheduled shift, shall receive a minimum of three (3) hour's pay at the appropriate rate of pay in accordance with the Hours of Work/Overtime Article herein.

ARTICLE 22
GROUP INSURANCE

Section 22.1. The Employer shall, for the duration of this Agreement, make available to each full-time employee in active pay status the same level of health insurance benefits as provided to other non-bargaining unit employees under the County Commissioner's jurisdiction and control. Eligible bargaining unit employees shall contribute their share of lhe premium not paid by the Employer at the following rates:

	Family Plan	**Single Plan**
~~2007~~	~~$105~~	~~$50~~
~~2008~~	~~$135~~	~~$60~~
~~2009~~	~~$175~~	~~$75~~
~~2013~~	~~$183~~	~~$78~~
2014	**$183**	**$78**

Section 22.2. The Employer may determine the carrier and the nature of the plan to be provided to employees. Nothing in this Article shall be construed to limit the Employer's right to solicit and implement various "cost containment" features in its Comprehensive Health Care benefits package for employees, provided such changes are applicable to all employees.

ARTICLE 23
WAGES

Section 23.1. Effective the beginning of the first full pay period following January 1, 2014, the base hourly rate for bargaining unit employees shall be:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Deputies	$20.00	$22.50	$24.50		
Sergeants	$25.00	$25.50	$26.30		
Dispatchers	$15.25	$16.85	$18.90		
Corr. Officers	$14.90	$15.90	$16.90	$17.90	$18.90

Above represents a 2% increase for Deputies, Sergeants, and Dispatch, and $1.00 across the pay scale for Corrections Officers.

In addition, all Bargaining Unit employees shall receive a one-time lump sum payment for 2014 equal to two (2) percent of their annual base rate salary (which excludes overtime and benefits). This one-time lump sum payment may be paid out to the employee in one of two ways at the employee's option: (1) payment made bi-weekly with the employee's regular pay, or (2) payment made in one check in December 2014. Such lump-sum payment does not change the employee's base rate salary. This two (2) percent one-time lump sum will only be paid for the 2014 year. Authorization for this payment expires December 31, 2014.

Section 23.2. Newly hired employees shall normally start at the probationary steps and progress through the steps based upon completion of each year of additional service. The Employer reserves the right to begin a new hire at a higher step, not to exceed Step 2, where the new hire's experience and qualifications warrant it. Upon completion of twelve (12) months of service in the classification the employee shall progress to the next higher step in the pay range and shall progress through the remaining steps following each additional year of completed service until the top step is reached.

Section 23.3. Employees promoted to a higher paying position shall be assigned to the lowest pay step for such higher position which provides the employee an increase in pay, not to exceed pay step 2. Thereafter, the employee shall be advanced to subsequent steps on each anniversary date of the employee's promotion to the higher paying position.

ARTICLE 24
HOLIDAYS

Section 24.1. Bargaining unit employees shall receive holiday pay as defined below for the following recognized holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

The length of the holidays listed above shall be equal to the employee's normal daily work hours.

Section 24.2. Employees who are not scheduled to work on a recognized holiday shall receive a regular day's pay for the holiday, provided they work their full scheduled day before the holiday and their full scheduled day after the holiday, unless they are off work on approved leave.

Section 24.3. An employee who is scheduled to work on one of the holidays listed in Section 24.1, other than New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall receive a regular day's pay in addition to the employee's regular rate of pay for all hours worked on the holiday. An employee required to work on New Year's Day, Independence Day, Thanksgiving or Christmas Day shall receive a regular day's pay in addition to being paid time and one-half(1 1;2) the employee's regular hourly rate for each hour worked on such major family holiday.

Section 24.4. In addition to the holidays listed in Section 24.1, employees receive one floating holiday per year which shall be used as a personal leave day which shall be scheduled off in the same manner as vacation time with the advance approval of the Employer. The floating holiday shall not be accumulative and will be forfeited if not used during the calendar year.

ARTICLE 25
PERSONAL LEAVE DAY

Section 25.1. Bargaining unit employees will be granted their birthday as a personal leave day to be taken off with pay during the twenty-eight (28) day work period in which it occurs. This personal leave day must be requested at least forty-eight (48) hours in advance and will be approved or disapproved based upon the operational needs of the Sheriff's Office, but shall not be unreasonably denied.

ARTICLE 26
VACATIONS

Section 26.1. Bargaining unit 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, and is as follows:

Length of Service	Vacation Hours
Less than 1 year	None
1 year but less than 8 years	80 Hrs.
8 years but less than 15 years	120 Hrs.
15 years but less than 22 years	160 Hrs.
22 years or more	200 Hrs.

Vacation leave is credited each bi-weekly pay period for all hours in active pay status, except overtime hours worked, which hours shall not be counted for vacation accrual purposes. Employees who move up from one (1) earning bracket to another as listed above shall have the additional vacation hours added on their anniversary date.

Section 26.2. Employees hired after July 5, 1987 shall not have prior service as an employee or official with another county, the state, or any political subdivision of the state counted for the purposes of computing vacation leave. Vacation accrual for such employee shall be based only upon the service the employee is currently accruing with the Employer or previous service with Shelby County.

Section 26.3. Vacations shall be scheduled in accordance with the workload requirements of and subject to the approval of the Employer. An employee shall not be permitted to take vacation leave prior to it being earned. Vacation requests submitted by employees prior to April 15th will be granted on the basis of seniority; thereafter, vacation requests will be granted on a first-come-first-served basis.

Section 26.4. Employees are encouraged to use their vacation time each calendar year. However, employees with less than fifteen (15) years of service may accrue and maintain a vacation balance of no more than one hundred-sixty (160) hours as of December 31st of each calendar year. Employees with fifteen (15) or more years of service may accrue and maintain a vacation balance of no more than three hundred-twenty (320) hours as of December 31st of each calendar year. Once an employee accrues the maximum allowable vacation balance as stated above, no additional vacation will be credited.

Section 26.5. An employee with one (l) or more years of service with the Employer who resigns, is terminated, or retires from employment is entitled to compensation at the employee's then current rate of pay, prorated by pay period, for earned vacation leave to the employee's credit at the time of separation. In case of death of an employee such unused vacation leave shall be paid to the employee's surviving spouse or to the estate of the deceased.

Section 26.6. Vacation may be taken in not less than one (1) hour increments.

Section 26.7. If a bargaining unit employee becomes the subject of a change of work schedule which affects the employee's scheduled days off and thereby affects the employee's vacation, the employee shall have the option to select another vacation period from those remaining.

Section 26.8. A bargaining unit employee who is placed on sick leave prior to a scheduled vacation period, may be credited those vacation days so affected, and upon return to duty may reschedule the vacation days from those days remaining available.

Section 26.9. Bargaining unit employees may request to take any number of weeks of their yearly vacation entitlement consecutively. Requests for consecutive absences of more than fourteen (14) consecutive days will be at the administrative discretion of the Sheriff and will be based upon the operational needs of the Sheriff's Office.

ARTICLE 27
SICK LEAVE

Section 27.1. Full-time employees shall accrue sick leave credit at the rate of .05769 hours for each regular, non-overtime hour of service with the Employer. Sick leave credit shall not accrue during any unpaid leave or layoff, or while on paid occupational injury leave. Sick leave is accumulative without limit.

Section 27.2. An employee may request sick leave for the following reasons:

A. Illness or injury of the employee or a member of the employee's immediate family, where attention by the employee is reasonably necessary and is verified;

B. Exposure of the employee to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;

C. Death of a member of the employee's immediate family (sick leave usage limited to time actually required to make funeral arrangements and attend funeral- maximum limit of three (3) days. The three (3) day limit may be extended at the Employer's discretion based upon the circumstances);

D. Medical, dental, or optical examinations or treatment of the employee or a member of the employee's immediate family when the employee's attendance is reasonably necessary and when such examination or treatment cannot be scheduled during non work hours;

E. Pregnancy, childbirth and/or related medical conditions. Paternity leave shall be limited to four (4) days. The four (4) day limit may be extended at the Employer's discretion based upon the circumstances.

Section 27.3. For the use of sick leave under Section 27.2, paragraphs A and D above, "immediate family" is defined as the employee's spouse and child (including step-children under the employee's guardianship residing in the household). For use under paragraph C. the definition shall also include the employee's mother, father, brother, sister, grandparent, grandchild, mother-in-law, and father-in-law. At the sole discretion of the Sheriff, an employee may be permitted to use sick leave for other relatives residing in the employee's household.

Section 27.4. Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures or grave illness.

Section 27.5. Employees absent on sick leave shall be paid at the same base hourly rate as when they are working and sick leave payment shall not exceed the normal scheduled work day or pay period earnings. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days and hours for which they otherwise have been scheduled to work.

Section 27.6. Except in cases of emergency, employees requesting sick leave shall inform their immediate supervisor or designee of the fact and reason, a minimum of one (I) hour prior to their scheduled starting time on each day of such absence, unless other arrangements with the Employer are made. On the first day back to work following the absence the Employer shall require each employee to furnish a satisfactory written signed statement to justify the use of sick leave. If absence due to illness or injury is for three (3) consecutive working days or more, the Employer shall require the employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave. The employee may be requested to furnish a certificate from a licensed physician to support any absence due to illness or injury if the Employer suspects that the absence may be unwarranted.

Failure to provide the written statement or obtain authorization for leave will result in loss of pay for the days the employee was absent.

Section 27.7. During prolonged periods of illness, the employee may be required to submit every pay period a written signed statement to justify payment of sick leave.

Falsification of either the Application For Use of Sick Leave form or a physician's certificate shall be grounds for disciplinary action up to and including discharge and refund of sick leave paid.

A written, signed statement may be denied by the Employer, based upon an investigation which discloses facts inconsistent with proper sick leave usage.

Section 27.8. The Employer may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the employee's physical or mental capability to perform the essential duties of the employee's position. The cost of such examination shall be paid by the Employer.

Section 27.10. Payment of accrued but unused sick leave will be made to each employee upon service retirement under PERS from active service with the Employer and with at least ten (10) years of service as a public employee. Such payment shall be made only once to any employee, and the amount of such payment shall be one-fourth *(114)* of the employee's accrued hut unused sick leave, up to a maximum payment for thirty (30) days or two hundred and forty (240) hours. Payment shall be based on the employee's rate of pay at the time of retirement.
Payment under this policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment.

Beneficiaries of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified hereunder. Such payment shall be made in compliance with O.R.C. Section 2113.04.

ARTICLE 28
ATTENDANCE BONUS

Section 28.1. Any non-probationary employee who has not been absent due to a suspension without payor an unpaid leave of absence other than workers' compensation and who does not use any sick leave during a six (6) consecutive month period shall receive one (1) paid personal leave day. Any non-probationary employee who does not use any sick leave and has no suspensions without payor unpaid leaves of absence other than workers' compensation during a twelve (12) consecutive month period shall receive two (2) paid personal leave days in addition to the one (1) personal leave day earned during the first six (6) months.

Section 28.2. Employees shall be required to monitor their own sick leave usage and shall be responsible for notifying the clerk who maintains the payroll and sick leave records whenever they become eligible for an attendance bonus [i.e., personal day(s)]. The employee shall be required to notify the clerk within thirty (30) days from the date the employee becomes eligible for the personal day(s). Failure to notify the clerk within this thirty (30) day period shall make the employee ineligible for such personal leave day(s).

Section 28.3. Personal leave days earned in accordance with this Article must be requested at least forty-eight (48) hours in advance and will be approved or disapproved based upon the operational needs of the Sheriff's Office. Such personal leave days must be used within the six (6) month period immediately following the period in which such personal leave day(s) were earned. Failure to schedule and use personal leave days in this manner shall result in the loss of such days.

Section 28.4. Employees may opt at the time they notify the clerk they are eligible for a personal day to receive the attendance bonus in pay in lieu of time off. If the employee elects to receive the attendance bonus in pay, the employee shall be paid a regular day's pay at the employee's then current hourly rate for each personal day converted to pay.

ARTICLE 29
OCCUPATIONAL INJURY LEAVEIDISABILITY

Section 29.1. This Article applies to all employees. An employee who suffers a serious injury or occupational illness while in the non-negligent performance of the employee's duties, which qualities for Workers' Compensation payments for lost wages, may be eligible for occupational injury leave (OIL) upon written application. The OIL shall extend for the period of time, as certified by a licensed physician, that the employee is unable to work as result of the injury, not to exceed four (4) calendar weeks.
The granting of OIL is a matter of administrative discretion and the Employer shall consider each application on a individual basis before determining its approval or disapproval.

Section 29.2. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information possessed by the employee's treating physician(s) and treatment facilities which is pertinent to the alleged occupational injury, if so requested by the

Employer or the Employer's designee. The employee shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 29.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation (OBWC), including an assignment of benefits form authorizing OBWC benefits to be submitted directly to the Employer, as soon as possible. The employee shall remit to the Employer all income benefits paid by OBWC for the period during which the employee received full pay from the Employer while on injury leave. In the event the claim is denied by OBWC the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

Section 29.4. The employee shall make timely application, actively pursue and cooperate with the Employer in processing a claim for compensation under the Workers' Compensation statutes of the State of Ohio and, if applicable, the statutes providing for Compensation for Victims of Crime. If either application is favorably considered, the Employer shall be reimbursed for all monies paid to the employee under the provisions of this Article up to an amount equal to the benefits received for lost wages under the applications.

Section 29.5. In the event the employee does not have sufficient sick and/or vacation leave to reimburse the Employer for OIL benefits received for a rejected claim, the employee shall make full restitution to the Employer through a mutually agreeable arrangement.

Section 29.6. The limitations imposed on OIL shall be considered as limitations on leave granted as the result of each incident of service-connected injury rather than a limitation to be granted in anyone calendar year or other period of time.

Section 29.7. The employee shall cooperate with the Employer in investigating any injury related incident. The Employer may at any time following the employee's request for OIL require the employee to undergo physical or psychological examinations by physicians or psychologists of the Employer's choosing in matters related to the injury. Any such examination required by the Employer shall be at the Employer's expense.

Section 29.8. Should an employee become injured or disabled for any reason such that the employee is no longer able to perform their duties, the Sheriff may seek to disability separate such employee as follows:

A. No employee may be on leave both paid and unpaid for more than nine (9) months.

B. The Employer may require an employee to submit to a physical exam to determine if the employee is capable to perform the duties of the position. Such physical exam shall be at the Employer expense.

C. The employee may seek another opinion at the employee's cost.

D. Should there be a conflict between the Employer's physician and employee's physician a third and binding opinion shall be obtained. The physician shall be mutually determined.

The cost of the exam shall be split equally between the employee and the Employer if the employee is on paid leave time and shall be born by the Employer if the employee is on unpaid leave.

E. Upon determination of two physicians that the employee may no longer perform the duties of the employee's position the Employer may seek to disability separate the employee.

ARTICLE 30
UNIFORMS

Section 30.1. Upon initial hire, the Employer shall provide uniforms and equipment for those bargaining unit employees required by the Employer to wear a specific uniform. The Sheriff shall determine the appropriate uniform to be worn by the employees upon reporting for duty.

Uniform items shall be replaced by the Employer on an as-needed basis. Each inspection and order week shall be scheduled as far in advance as necessary for ordered uniform items to be received prior to the spring and fall uniform change dates. During the inspection/order week, employees shall present to the Employer all items in need of replacement, up to the number of each item the Employer requires the employee to maintain. Examples of items needing replaced would be excessive wear, torn, faded, ill fitting, out of style, etc. The Employer shall not unreasonably refuse replacement of uniform items. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense.

Body armor shall be provided to employees in need of such armor, by the Employer and replaced according to the manufacturer's specifications. The Employer may require an employee to wear such body armor.

Uniformed employees shall be allowed up to a one-hundred dollar ($100.00) allowance towards the purchase of footwear one (1) time during the life of this Agreement.

Section 30.2. All uniforms and equipment purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer.

Section 30.3. The Employer shall clean uniforms pursuant to its present policy.

Section 30.4. The Employer agrees to provide employees assigned to detective duty and to the records clerk classification who are authorized to be in plain clothes an annual clothing allotment of five hundred fifty dollars ($550.00) per year. This will be on a non cash basis and there will be no carryover of the allotment. An employee seeking clothing allowance for plain clothes will receive pre-approval and submit receipts if requested by the Employer.

Section 30.5. In the event of damage to prescription eyeglasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of any employee's duties, the Employer shall pay the difference, if any, between the amount of

reimbursement from Workers' Compensation and the actual cost of repair or replacement. The employee shall file a Workers' Compensation claim and any such compensation shall be remitted to the Employer. If applicable, the employee shall also submit a claim to Crime Victims for reimbursement before applying to the Employer for reimbursement.

Section 30.6. Upon completion often (10) years of service with the Employer and retirement pursuant to PERS/LE (except mental disability retirement), a Deputy Sheriff who was authorized to carry an Employer-issued firearm shall have the right to purchase said firearm and its related magazines for one dollar ($1.00). A Deputy Sheriff with at least twenty-five (25) years of service who leaves in good standing shall also qualify for the above benefit. A Deputy Sheriff, with fifteen (15) years of service but less than twenty-five (25) years who leaves in good standing may purchase their own weapon based on the fair market value of the weapon at the time of separation from employment.

ARTICLE 31
TRAINING

Section 31.1. Announcements for all training schools, seminars, classes or academies that come to the attention of the Employer as beneficial to the Sheriff's Office shall be posted in a common location for inspection by bargaining unit employees.

If an employee submits a request to the Employer for a training school or seminar that would be beneficial to the Sheriff's Office, the Employer will consider the request for payment as scheduling and funds permit.

ARTICLE 32
TRAVEL EXPENSE REIMBURSEMENT

Section 32.1. The Employer agrees to provide bargaining unit employees travel and expense reimbursement in accordance with its policy.

ARTICLE 33
PAID LEAVE OF ABSENCE

Section 33.1. Civil Duty Leave

A. The Employer shall grant full pay when an employee is summoned for jury duty or subpoenaed as a witness in a non-work-related matter, during on-duty hours, by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be refused by the employee unless such duty is performed totally outside of normal working hours.

B. An employee released from jury or witness duty prior to the end of the employee's scheduled workday shall report to work for the remaining hours.

C. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings.

D. An employee must request prior approval for civic duty leave in order for such leave to be granted. The Employer may require verification of the civic duty performed by the employee prior to authorizing payment for such leave.

E. The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings, when the case is being heard in connection with the employee's personal matters such as traffic court, divorce proceedings, secondary employment (except as arresting officer), appearing as directed with a juvenile, custody, or other matters in which the employee has a direct or indirect personal interest, etc.

Section 33.2. Military Leave

A. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence without loss of pay from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed one hundred seventy-six (176) hours in anyone (1) calendar year.

B. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

C. Employees who are called or ordered to uniformed services for more than one hundred seventy-six (176) hours within one (1) calendar year because of an executive order issued by the Governor or the President of United States or an act of Congress, shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or five hundred dollars ($500.00) for each month of uniformed service.

D. Employee~ who are members of those components listed above will be granted unpaid emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency.

ARTICLE 34
UNPAID LEAVE OF ABSENCE

Section 34.1. Employees may be granted the following types of unpaid leaves of absence:

A. Personal Leave. The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee including medical disability. Such a leave may not be renewed or extended, except for educational purposes that may be a benefit to the Employer.

B. Disability Leave. Physically or mentally incapacitated employees who have completed their probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave and earned vacation rights or beyond the period of a personal leave for medical reasons, provided the employee furnishes satisfactory medical proof of such disability along with this written request, and is:

1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of the employee's position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired or the employee is receiving Workers' Compensation benefits.

C. Family and Medical Leave. Family and Medical leave will be granted to an employee who has been employed for at last twelve (12) months by the Employer and who has provided at least 1250 hours of service during the twelve (12) months before the leave is requested. Eligible employees will be entitled to a total of twelve (12) weeks of leave during the employee's anniversary year of service beginning with the employee's most recent anniversary date of hire, for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child;

2. In order to care for the spouse, son, daughter, or parent of the employee or one who stood in place of the parent if such spouse, son, daughter, or parent has a serious health condition.

3. Because of a serious health condition that makes the employee unable to perform the essential function of the employee's position.

The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The

employee must provide the Employer with certification of the condition from a healthcare provider. The employee must first use paid sick time (if applicable), vacation and attendance award personal days before going on unpaid leave. The period of Family and Medical leave shall include any period of sick leave, vacation, other paid leave or unpaid leave taken due to the above qualifying events. The amount of family and medical leave paid and unpaid will not exceed a total of twelve (12) weeks. Employees will be responsible for their share of the health insurance cost during the leave. If the employee does not return from the leave, the employee is responsible for the total insurance premium paid by the Employer, unless the employee is unable to return due to the continuation of the same medical condition for which FML was originally granted or occurrence of a new medical condition which prevents the employee from performing the essential functions of the employee's position.

Any eligible employee granted a Family and Medical leave shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position with equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a Family and Medical leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

Section 34.2. When an employee is ready to return to work following a disability leave of absence the employee shall furnish a statement from the employee's attending physician certifying the employee is able to perform the essential functions of the position. The Employer reserves the right to have such employee's ability to perform the essential functions of the position verified by a second physician prior to permitting the employee to return to work.

Section 34.3. The following regulations shall be applicable to leaves of absence without pay:

A. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

B. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.

C. Upon completion of a leave of absence the employee is to be returned to the position formerly occupied, or to a similar position of the employee's former position no longer exists.

D. An employee may return to work before the scheduled expiration of leave, if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be considered to have voluntarily resigned from the employee's previous position.

The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the essential functions of the employee's position. An employee found, by such physician, to be physically or mentally unable to perform the essential functions of the employee's position with or without reasonable accommodation, may be placed on disability leave as described in Section 34.1 above. If the employee is still unable to return to work at the expiration of disability leave, the employee will be separated for disability.

ARTICLE 35
RESIDENCY

Section 35.1. All Deputies and Sergeants shall become residents of Shelby County within six (6) months of appointment and shall maintain a residence within Shelby County throughout their term of employment. All Dispatchers, Records Clerks, and Corrections Officers shall, within six (6) months of appointment, become a resident of either Auglaize, Mercer, Miami, Darke, Champaign, Logan, or Shelby County and maintain such residency throughout their term of employment.

Section 35.2. Extensions of time to comply with the residency requirement may be granted at the discretion of the Sheriff for good reason shown. A written request for an extension, stating the reason(s) for non-compliance, the expected date of compliance and the steps the employee is taking or will take to comply, must be submitted at least thirty (30) days prior to the end of the six (6) month deadline to be considered.

Section 35.3. No employee previously required to meet a residency requirement nor any employee required to meet the residency requirements outlined above in the future, shall have any appeal regarding such requirement.

Section 35.4. As a result of Ohio Revised Code 9.841, deputies and sergeants shall reside either in Shelby County, or in any adjacent county.

Section 35.5. If a court of competent jurisdiction rules Ohio Revised Code 9.841 invalid or unenforceable, the provisions of Section 35.1 shall apply.

Section 35.6. Any employee that chooses not to reside within Shelby County shall not have the use of the Employer's vehicles as take home vehicles unless authorized by the Sheriff on a case-by-case basis.

ARTICLE 36
VOLUNTEER FIRE AND EMS

Section 36.1. When an employee who is a volunteer firefighter or volunteer provider o emergency medical services is late to work or absent from work because of an emergency to which the employee was dispatched as a volunteer, the employee is expected to notify the Employer at least one (1) hour prior to the start of the employee's regularly scheduled shift that the employee will be late or will be absent from work. Such late or absent employee will also be required to provide the Employer with a statement from the Chief of the volunteer fire department or director of the medical services organization, stating the employee responded to an emergency and the time of that response. Each such employee under this section shall recognize that the employee's primary responsibility is to the Employer and any such time lost from assigned duties will be kept to the absolute and necessary minimum for such volunteer services. Any time used as a volunteer in responding to such an emergency will be deducted from the employee's vacation leave balance. Employees with no accrued vacation or leave available will be on unpaid leave.

ARTICLE 37
DURATION

Section 37.1. This Agreement shall be effective January 1,2007 and shall expire at 12:00 midnight on December 31, 2009; however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 37.2. If either party desires to modify, amend or terminate this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by certified mail with return receipt requested.

Section 37.3. The parties acknowledge that during the negotiations which resulted in this Agreement each had the right to make proposals on any subject matter not removed by law from the area of collective bargaining. The entire understandings and Agreements reached by the parties during such negotiations are set forth in this Agreement. It is expressly understood that the Ohio. Department of Administrative Services and the Ohio State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Shelby County, Ohio this 26 day of DECEMBER 2013.

FOR THE SHELBY COUNTY SHERIFF

Sheriff John R. Lenhart

APPROVED AS TO CONTENT:

Chief Deputy James R. Frye

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

Barry Gray, Staff Representative

Scott Atwood, Sergeants

Gary Phipps, Deputy

Stephanie Blosser, Corrections Officer

Shari Eilerman, Dispatchers

FOR THE SHELBY COUNTY COMMISSIONERS:

Julie Ehemann

Anthony Bornhorst

Robert Guillozet