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LABOR AGREEMENT
BY AND BETWEEN

THE PICKAWAY COUNTY SHERIFF

AND THE

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

BLUE AND GOLD UNITS

2015-MED-05-0540
2015-MED-05-0541

Effective through August 31, 2018

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PREAMBLE

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

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

ARTICLE 1
AGREEMENT

Section 1.1. The Employer recognizes the FOP/OLC as sole and exclusive representative for the purpose of negotiating wages, hours, terms, and conditions of employment for those employees of the Employer in the bargaining units. Wherever used in this Agreement, the term "bargaining units" shall be deemed to include those individuals employed full-time by the Employer in the classification of Road Patrol Deputy Sheriff and Detectives (Unit A) as certified in S.E.R.B. case number 06-REP-08-0104, and those individuals employed full-time by the Employer in the classification of Road Patrol Corporals as the certification was amended in S.E.R.B. case number 2014-REP-02-0028. and those individuals employed full-time by the Employer in the classification of sergeants as certified in SERB case number 02-REP-02-0035.

Section 1.2. All positions and classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit including all positions above the classification of Sergeants, Management Level, Supervisory, Professional, Fiduciary, Confidential Employees.

Section 1.3. The FOP/OLC recognizes that an inherent responsibility exists as sole and exclusive agent to represent all bargaining unit employees, regardless of an employee's status as a member or nonmember of the FOP/OLC.

Section 1.4. This Agreement supersedes and replaces all statutes, rules, and regulations, which it has authority to supersede and replace. Where this Agreement makes no specification about a matter or reserves the matter to Management Rights, the provisions of applicable law shall prevail. If any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties to this Agreement shall meet within a reasonable time [not to exceed thirty (30) days] in an attempt to modify the invalidated provisions through negotiations.

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

A. Time limits for the processing of grievances; and,

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

Section 1.6. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievances(s) had properly progressed prior to the emergency.

ARTICLE 2
DUES DEDUCTION AND FAIR SHARE FEE

Section 2.1. The Employer and the FOP/OLC agree that membership in the FOP/OLC is available to all employees specified as being in the bargaining unit.

Section 2.2. The Employer agrees to deduct regular FOP/OLC membership dues and any fees or assessments implemented by the FOP/OLC from the pay of any employee eligible for membership in the FOP/OLC, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the Payroll Deduction Authorization Form along with a duplicate to be submitted to the Payroll Officer. Upon receipt of the proper authorization form the Auditor will deduct FOP/OLC dues from the employee's payroll check for the pay period following the pay in which the authorization was received and in which dues are normally deducted by the Employer.

Section 2.3. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The FOP/OLC agrees to indemnify and hold the Employer harmless form any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the FOP/OLC. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 2.4. The Employer shall be relieved from making such "check-off' deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff' from work, unpaid approved leave of absence, or revocation of the check-off authorization.

Section 2.5. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 2.6. It is agreed that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within forty-five (45) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that FOP/OLC dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 2.7. Deductions provided for in this article are subject to the review of the County Auditor as required by the stature and shall be made during one pay period each month. In the event a deduction is not made for any FOP/OLC member during any particular month, the Employer, upon written verification of the FOP/OLC, will make the appropriate deduction from the following pay period. The Employer will not deduct more than two (2) months regular dues from the pay of any FOP/OLC member.

Section 2.8. The rate at which dues are to be deducted shall be certified to the payroll clerk by an official of the FOP/OLC at such times during the term of this Agreement as is necessary to be accurate. A one (1) month advance notice must be given the payroll clerk prior to any changes in an individual's dues deduction.

Section 2.9. The Employer agrees to furnish the FOP/OLC once each calendar month, a warrant in the aggregate amount of the dues and fees deducted for that calendar month, together with a listing of the employees for whom said deductions are made. All dues and fees collected under this article shall be paid by the Employer within thirty (30) days to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611.

Section 2.10. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC after the effective date of this Labor Agreement, shall pay the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share to the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The FOP/OLC shall prescribe a rebate and challenge procedure, which complies with ORC Section 4117.09(C), federal law, and any judicial decisions interpreting such laws. The FOP/OLC agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

ARTICLE 3
FOP / OLC REPRESENTATION AND UNION BUSINESS

Section 3.1. Upon advanced notification, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the FOP/OLC to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. The non-employee representative of the FOP/OLC will report to the receptionist upon arrival and sign in.

Section 3.2. For each bargaining unit covered by this agreement, the Employer shall recognize one (1) employee to act as an associate and one (1) employee as an alternate, for the purpose of representation as specifically outlined in this Agreement.

Section 3.3. The FOP/OLC shall provide the Employer a written official roster of its local officers and associates including the alternates, which is to be kept current at all times by the FOP/OLC and shall include the following:

A. Name;

B. Address;

C. Home telephone number; and

D. FOP/OLC position held.

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

Section 3.4. The investigation and writing of grievances shall normally be on non-work time. Grievance meetings and hearings will be at mutually agreed-upon times and places. If grievance hearings are scheduled during an employee's regular work hours, the employee and the employee's representative shall not suffer any loss of pay while attending the hearing.

For each bargaining unit covered by this Agreement, the FOP/OLC representative(s) or designee(s) shall be granted paid time off to attend the annual State Convention/Seminars. Such release time shall be limited to two (2) shifts per calendar year. Release time shall be requested in writing at least fourteen (14) days in advance. The Employer shall not withhold permission for the utilization of release time hereunder except in the event of an emergency.

Section 3.5. Rules governing the activity of FOP/OLC representatives are as follows

A. The FOP/OLC agrees that no official of the FOP/OLC, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The FOP/OLC further agrees not to conduct FOP/OLC business during working hours, except to the extent specifically authorized herein by ORC 4117.

B. The FOP/OLC representatives shall not enter any work areas of the Employer without obtaining permission from the Employer or the designated representative of the Employer, and shall not conduct FOP/OLC activities in any work area(s) without notifying the supervisors) in charge of that area of the nature of the FOP/OLC activity.

C. In addition to reasonable use of the Employer's office equipment (such as, but not limited to copy machine and fax machine) to communicate with the union office or their non-employee union representative, the FOP/OLC employee representatives, or their alternates or designees shall be permitted reasonable use of the Employer's intranet system for the purpose of posting meeting notices. The FOP/OLC and its members recognize and understand that there is no expectation of confidentiality when using the Employer's intranet system.

ARTICLE 4
MANAGEMENT RIGHTS

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

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

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

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

D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content, and classification;

E. The right to determine the existence or nonexistence of facts which are the basis of management decision;

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

G. The right to establish training programs and upgrade requirements for employees within the Office;

H. The right to transfer, promote, lay off, terminate, or otherwise relieve employees from duty for lack of work.

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

Section 4.2. 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
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 5.1. In accordance with the provisions of the Ohio Revised Code (ORC) section 4117.10 (A), all provisions listed in the index of this agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC section 124.01 through 124.56, ORC sections 325.19, 9.44, and 4111.03. It is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except specifically authorized by this Agreement or as prohibited by Ohio Revised Code 4117.08 (B).

Section 5.2. For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 1 above, in accordance with the provisions of 4117.10 (A) ORC, the following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and the Ohio Administrative Code as follows:

Contract Article	Supersedes/Prevails Over
Article 7, Probationary Periods	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05
Article 13, Layoff & Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 15, Corrective Action	ORC 124.03, 124.33, 124.34 OAC 123:1-31-01 through 123:1-31-04
Article 22, Hours of Work and Overtime	ORC 4111.03
Article 26, Holidays/Personal Days	ORC 325.19
Article 27, Vacation	ORC 9.44, 325.19
Article 31, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391, OAC 123:1-32,123:1-33
Article 34, Court Leave/Jury Duty	ORC 124.135 OAC 123:1-34-03
Article 35, Military Leave	ORC 5923.05 OAC 123:1-34-04, 123:1-34-05

ARTICLE 6
LABOR / MANAGEMENT MEETINGS

Section 6.1. In the interest of sound Labor/Management relations, the parties will meet in Labor/Management meetings to discuss issues. The meetings shall take place within fourteen (14) days after one party gives notice of its desire to have such a meeting upon mutual agreement

of the other party. During a Labor/Management meeting, the Employer or the Employer's designee shall meet with not more than four (4) total bargaining unit members (only one (1) from each bargaining unit can be on duty) from the two units covered by this Agreement and one (1) representative of the FOP/OLC to discuss pending problems and to promote a more harmonious Labor/Management relationship. FOP/OLC representatives attending Labor/Management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

Section 6.2. The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those FOP/OLC representatives who will be attending shall be submitted in advance. The purpose of such meeting shall be to:

A. Discuss the administration of the Agreement;

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

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

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency;

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

Section 6.3. Matters taken up in the Labor/Management meetings shall be confined to those included in the agenda. Labor/Management meetings are not to be considered negotiating sessions but the parties may, as a result of discussions at the meeting amend a contract provision by mutual agreement.

ARTICLE 7
PROBATIONARY PERIODS

Section 7.1. Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly-hired probationary employee may be terminated any time during the probationary period and shall have no right to the grievance procedure.

Section 7.2. Every employee newly promoted to higher rank will be required to successfully complete a probationary period. The probationary period for newly promoted employees shall begin on the first day for which the employee receives compensation from the Employer in the higher rank and shall continue for a period of six (6) months. A newly promoted probationary employee may be returned to the employee's prior classification anytime during the probationary period and shall have no right to grieve the procedure.

ARTICLE 8
NONDISCRIMINATION, GENDER, AND TENSE

Section 8.1. The Employer agrees not to interfere with the rights of employees to become members of the FOP/OLC, and there shall be no disparate treatment, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of FOP/OLC membership or because of any legal employee activity in an official capacity on behalf of the FOP/OLC.

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

Section 8.3. The Employer and FOP/OLC agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, genetic information, ancestry, or military status of any person.

Section 8.4. 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:

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

ARTICLE 9
SENIORITY

Section 9.1.

Employer Seniority: Shall be computed on the basis of uninterrupted length of continuous service as an employee with the Pickaway County Sheriff's Office.

Classification Seniority: Shall be based on uninterrupted continuous service in an assigned classification.

Section 9.2. The following situations shall not constitute a break in seniority:

A. Absences while on approved leave of absence;

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

C. Military leave;

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

E. Rehired within one (1) year after resignation.

Section 9.3. The following situations constitute breaks for which seniority is lost:

A. Discharge for just cause;

B. Retirement;

C. Layoff for more than one (1) year;

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

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

F. Resignation (unless rehired within one [1] year).

Section 9.4. Seniority lists shall be posted in the Office, with a copy provided to the FOP/OLC. The seniority lists shall be updated annually and posted accordingly but no later than January 31 of each calendar year. Any employee shall have the right to challenge any information on the seniority lists within ten (10) days after the list is posted.

ARTICLE 10
RULES AND REGULATIONS

Section 10.1. Written Rules and Regulations: The Employer agrees that any current rules or regulations for the Department which have been reduced to writing shall be made available to all employees of the bargaining units.

Section 10.2. No Material Effect: The Employer may implement new or changed work rules, policies, procedures, job descriptions, or standard operating procedures which do not materially affect the wages or hours of bargaining unit employees but may affect such employees' terms or conditions of employment, by following the procedures outlined in Section 10.3.

Section 10.3. Notice to Union: To the extent possible, the Employer agrees that any proposed new or amended rules and regulations shall be provided to the Labor Council and bargaining unit chairperson in written form fourteen (14) calendar days in advance of their implementation. The Labor Council or the bargaining unit chairperson may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

Section 10.4. Notice to Employees: The Employer agrees that any new or amended rules and regulations that have been reduced to writing shall be made available to all employees whom such rules and regulations may affect.

Section 10.5. Employer's Right to Enforce: Nothing herein shall be construed in any manner as a limitation on the Employer's right to enforce its work rules, policies, or directives.

Section 10.6. When Bargaining is Required: The Employer agrees not to implement any new or amended work rules, policies, procedures, job descriptions, or standard operating procedures which violate any express terms of this Agreement and materially affect the wages or hours of bargaining unit employees, without the Union's agreement. Prior to implementing new or

changed work rules, policies, procedures, job descriptions, or standard operating procedures that materially affect the wages or hours of bargaining unit employees, the Employer will notify the Union at least fourteen (14) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith pursuant to Ohio Revised Code Chapter 4117. If the Union does not request to bargain, the Employer may implement the proposed change, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in the Duration article herein for any applicable succeeding Agreement.

Section 10.7. Notice of Change Not Required: Notwithstanding the preceding sections, if the change is not a mandatory topic of bargaining under Ohio Revised Code Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

ARTICLE 11
PERSONNEL FILES

Section 11.1. There shall be only one (1) official personnel file maintained by the Employer.

A. Every employee shall be allowed to review that employee's personnel file at any reasonable time upon written request. Such request shall be made to the Employer and review of the file shall be made in the presence of the Sheriff or the Sheriff's designated representative. Personnel files shall not be made available for review by any person except as required by law.

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

C. The Employer shall not release any bargaining unit employee's family information except as is required by law.

D. If, upon examination, an employee has reason to believe there are inaccuracies in documents contained in that employee's personnel file, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the employee's contentions, the Sheriff shall place a correcting document in the file. If the Sheriff disagrees with the employee's contention, the Sheriff shall attach the employee's memorandum to the document in the file and note thereon the Sheriff's disagreement with the memorandum's contents.

E. An employee's signature on a document shall mean the employee has seen the document, but does not agree with its content unless it is so stated on the document.

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

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

H. Records of corrective action lose their force and effect for use in future discipline according to the following schedule providing no further discipline has occurred during that time period:

I.
1. Verbal Reprimand – one (1) year
2. Written reprimand – two (2) years
3. Suspension or reduction in pay/position – three (3) years

ARTICLE 12
NO STRIKE / NO LOCKOUT

Section 12.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP/OLC recognize their mutual responsibility to provide for uninterrupted services to the citizens of Pickaway County. Therefore:

A. The FOP/OLC agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer. When the Employer notifies the FOP/OLC that any of its members are engaged in any such strike activity, as outlined above, the FOP/OLC shall immediately, conspicuously post notice over the signature of an authorized representative of the FOP/OLC to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Employer may take action against striking employees as authorized by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code.

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

C. Any employee engaging in any such job action may be subject to discipline per Article 15 of this Agreement.

Section 12.2. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees have violated Section 1 of this article.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less,

as soon as possible. The Employer, upon request from the FOP/OLC, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the FOP/OLC.

Section 13.2. Employees will be laid off using their classification seniority as defined in Article 9, Seniority, Section 9.1 of this Agreement. When displacing a less senior employee in a lower classification, laid off employees will use all continuous service from their original date of appointment as a Deputy Sheriff with the Pickaway County Sheriff's Office.

Section 13.3. The Employer shall determine in which work sections and which classification layoffs will occur. Employees will be laid off beginning with the least senior and progressing to the most senior up to the number of employees in the affected classification that are to be laid off. No full-time employees shall be laid off until all part-time, temporary, seasonal and probationary employees have been laid off. An employee who is being laid off may displace a less senior employee in a classification previously held (or fill a vacancy), provided the employee meets the minimum qualifications required without further training.

Section 13.4. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further extensive training.

Section 13.5. In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of the intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

ARTICLE 14
INTERNAL REVIEW

Section 14.1. The employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record, suspension, reduction or removal will or may result, the employee will be notified when the Employer becomes aware that such result is possible.

Section 14.2. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to consult with an appropriate FOP/OLC representative and/or attorney before being required to answer questions.

Section 14.3. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge.

Section 14.4. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employees shift, preferably during, or immediately prior to or after working hours, unless the situation dictates otherwise. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

Section 14.5. Only the Employer may tape record the proceedings, and if the Employer decides to tape record the proceedings, the Employer will provide a copy of the tape to the employee.

Section 14.6. The Employer will not use a polygraph machine or other mechanical or chemical means to determine the truth of statements made by employees without the consent of the employee. However, the Sheriff may require an employee to submit to such examination if the employee is the focus of an internal investigation that could lead to termination.

Section 14.7. When any anonymous complaint is made against an employee, the Sheriff or the Sheriff's designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken.

Section 14.8. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.

ARTICLE 15
CORRECTIVE ACTION

Section 15.1. The tenure of every bargaining unit employee of the Pickaway County Sheriff's Office shall be during good behavior and efficient service. No member shall be reprimanded, reduced in pay or position, suspended, or discharged except for just cause. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for actions that occur while the employees are on duty working under the colors of the Employer, or off duty representing themselves as an employee of the Sheriff's Office. The employee may not be disciplined for actions or conduct on the employee's own personal time that do not reflect directly on the Sheriff's Office or do not violate any state or federal statutory provision. Forms of disciplinary action, but not necessarily the order of discipline, are as follows:

A. Verbal Reprimand (written documentation);
B. Written reprimand;
C. Suspension without pay;
D. Reduction in pay or position;
E. Discharge from employment.

For purposes of progressive discipline suspension may include the forfeiture of an employee's accrued vacation leave. The loss of accrued vacation hours in an amount equivalent to the number of hours regularly worked in one workday shall be the equivalent of a one (1) day suspension. The forfeiture of accrued vacation hours in lieu of a loss of work hours shall constitute a suspension for the purpose of considering prior disciplinary action should there be the need for subsequent discipline. This provision only applies for suspensions of up to and including three (3) days and does not apply for suspensions of more than three (3) days. Only accrued vacation leave can be forfeited in lieu of suspension. The forfeiture of accrued vacation hours in lieu of the loss of work hours may be requested by the employee. However, the determination of whether an employee's suspension is to be accomplished through loss of work hours or the forfeiture of accrued vacation leave shall only be by mutual agreement between the Sheriff and the affected employee. If the employee requests and is granted such forfeiture of vacation the employee and the Union agree such suspension will not be grieved.

Section 15.2. 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 above do not necessarily represent a systematic order to be followed in all instances.

Section 15.3. Anytime the Employer or any of the Employer's representatives has reason to discipline any employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 15.4. Whenever the Employer or the employer's designee determines that an employee may be disciplined for just cause (including only suspensions, reductions, or termination), the Employer or designee will notify the employee that the employee is entitled to a predisciplinary conference in accordance with federal law.

Section 15.5. Predisciplinary conferences will be conducted by the Sheriff or designee.

Section 15.6. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee may waive the conference, if the employee so desires, in writing.

Section 15.7. At the predisciplinary conference the employee may elect to do any of the following:

A. Appear at the conference with or without a representative and present an oral or written statement, any such statement must be truthful, or the employee may face further discipline;

B. In the event the employee is physically unable to appear at the conference, have a representative appear at the conference and present an oral or written statement.

Section 15.8. At the conference the employee may present any testimony or documents which explain whether or not the alleged conduct occurred. The employee will be required to answer all questions truthfully and completely.

Section 15.9. Not more than seven (7) calendar days after the conference is held a written report will be prepared by the Sheriff or designee concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate.

A copy of the report will be time-stamped and put in the employee's basket within seven (7) calendar days following its preparation.

Section 15.10. Copies of any written disciplinary actions shall be given to the employee at the time of the action.

ARTICLE 16
GRIEVANCE PROCEDURE

Section 16.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the FOP/OLC that there has been a violation of the express terms of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement, nor those matters which are controlled by the provisions of federal and/or state laws and/or by the Constitution of the United States.

Section 16.2. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 16.3. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed-upon by both parties:

A. Aggrieved employee's name and signature;

B. Aggrieved employee's classification;

C. Date grievance was filed in writing;

D. Date and time grievance occurred;

E. The location where the grievance occurred;

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

G. Specific articles and sections of the Agreement violated;

H. Desired remedy to resolve the grievance.

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

Section 16.4. All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 16.5. Disciplinary actions of suspension without pay, reduction in classification, and/or discharge from employment taken by the Employer against any bargaining unit employee may be appealed directly to Step 3 of the grievance procedure.

Section 16.6. Disciplinary actions of verbal warning (record of instruction and cautioning) and/or written reprimand, taken by the Employer against any bargaining unit employee, may be appealed to up to Step 3 of the grievance procedure, but shall not be appealed to Step 4.

Section 16.7. When an employee covered by this Agreement chooses self-representation in the presentation of a grievance, any adjustment of the grievance shall be consistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC representative will be notified of the right to be present at the adjustment.

Section 16.8. It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the FOP/OLC to affect the resolution of grievances at the earliest step possible. Whenever used in this procedure, unless specified otherwise, "day" shall mean "calendar day."

Section 16.9. Time limits set forth below may only be extended by mutual agreement between the parties, which agreement shall be in writing.

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the Sergeant within seven (7) days of the occurrence of the incident that gave rise to the grievance. Such grievance shall be in writing on a mutually agreed-to grievance form. The Sergeant shall investigate and provide an appropriate answer directly to the grievant or a representative of the grievant within seven (7) days following the date on which the grievance was presented.

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

Step 3: If the grievance is not resolved in Step 2, the employee may, within seven (7) days following the Step 2 reply, refer the grievance to the Sheriff. The Sheriff shall have seven (7) days in which to schedule a meeting, if the Sheriff deems necessary, with the aggrieved employee. The Sheriff shall investigate and respond in writing to the grievant within fourteen (14) days following the meeting or fourteen (14) days following receipt of the grievance, whichever is later.

Step 4: Arbitration: A grievance unresolved at Step 3 may be submitted to arbitration upon notification of the FOP/OLC in accordance with this section of this article.

The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the final answer at Step 3, the FOP/OLC shall notify the Employer of its intent to seek arbitration over the unresolved issue(s). The FOP/OLC may withdraw its

request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

A. The American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of fifteen (15) arbitrators from the Ohio list. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request another list of fifteen (15) arbitrators.

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

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

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

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

ARTICLE 17
SUBSTANCE TESTING

Section 17.1. Drug/alcohol testing may be conducted on employees pre-promotional, post-accident, reasonable suspicion, or random. Any random testing per this Article will be conducted according to the Department of Transportation standards, and will include all full-time employees in each classification being tested. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

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

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

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

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

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

Post-accident testing may occur whenever there is substantial damage done to the County vehicle, injury or death of anyone involved in the accident, or the employee is cited by the investigating law enforcement agency.

Section 17.2. All drug screening tests shall be conducted by medical 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. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used and will follow prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 17.3. Alcohol testing shall be done in accordance with the laws of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Sheriff to proceed with sanctions as set forth in this Article.

Section 17.4. 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. If the employee wants a copy of the certified testing results, the employee must sign a release for disclosure. A representative of the employee shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 17.5.

A. If a drug screening test is positive, the employee may, upon written request to the Employer, have the split sample retested by another DHHS-certified laboratory. This request shall be presented with seventy-two (72) hours upon being notified of a positive result.

B. In the event the split sample test confirms the results of the first test, the employer may proceed with the sanctions as set forth in this Article.

C. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the County will pay for the split sample test.

Section 17.6.

A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation in conjunction with discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.

B. If an employee is not terminated for just cause, as stated above, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above may be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, vacation leave, and personal leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, 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. Such 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.

If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after his returning to work from such a program, the employee may be subject to disciplinary action, including termination of the employee's employment.

Section 17.7. Costs of all initial drug screening tests and split sample tests shall be borne by the Employer. The employee will pay for any split sample test that is positive and that was requested by the employee.

Section 17.8. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 17.9. The provisions of this Article shall not require the Employer to offer a rehabilitation or detoxification program to any employee more than once.

ARTICLE 18
BULLETIN BOARD

Section 18.1. The Employer agrees to provide space for the FOP/OLC bulletin board in an agreed-upon area of the Employer's facilities.

Section 18.2. All FOP/OLC notices of any kind posted on the bulletin board shall be signed, posted, or removed by an FOP/OLC representative. It is understood that no material may be posted on the FOP/OLC bulletin board, at any time, which contains the following:

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

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

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

Section 18.3. No FOP/OLC related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the FOP/OLC bulletin board.

Section 18.4. Upon the request of the Employer or designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this Article.

Section 18.5. All items posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting.

ARTICLE 19
SECONDARY EMPLOYMENT

Section 19.1. Bargaining unit employees shall have no other employment or activities which conflict with the objectives, interests, or operation of the Pickaway County Sheriff's Office. In addition, an employee shall not become indebted to a second employer whose interests might be in conflict with those of the position in which he/she is employed.

Section 19.2. Two common conflicts which may arise are:

A. Time Conflict: defined as when the hours required for outside employment or activities directly conflict with the scheduled working hours of an employee's job with the Sheriff's Office or when the demands of outside employment or activities prohibit adequate rest, thereby adversely affecting the quality of the employee's job performance with the Sheriff's Office.

B. Interest Conflict: defined as when an employee engages in outside employment or activities which tend to compromise the employee's judgment, actions, and/or job performance with the Sheriff s Office.

Section 19.3. Should the Sheriff feel that an employee's outside employment or activities are adversely affecting the employee's job performance with the Sheriff's Office, the Sheriff may take appropriate action. Any conflict, policy infraction, or other specific offense which is the direct or indirect result of an employee's participation in outside employment or activities, may lead to discipline in such a manner that is consistent with the discipline article of this Agreement.

Section 19.4. Prior to accepting outside employment, an employee shall notify the Sheriff, in writing, of the intent to be employed in another job and request approval.

ARTICLE 20
JOB POSTINGS

Section 20.1. The term "promotion," for the purpose of this Agreement, shall mean the act of placing an individual in a position above their current rank which carries a higher pay range than that previously held.

Section 20.2. When the Employer determines to fill a vacant position described above, such vacancy shall be posted on the Office bulletin boards for a period of not less than seven (7) calendar days. The posting shall include the title of the position, the duties and responsibilities, and the minimum qualification required including appointment status. Only employees sworn and appointed under ORC 311.04 may bid on sworn positions. Employees interested in applying for the posted position shall submit an application to the Employer within the position period. The Employer or designee shall interview all applicants.

Section 20.3. Any applicant for a promoted position may request to meet with management, and management will explain to the applicant where they finished on the list of candidates, and what they need to improve on to be a successful candidate in the future.

ARTICLE 21
SAFETY

Section 21.1. The Employer agrees to furnish and to maintain in safe condition all tools, facilities, vehicles, equipment, and supplies reasonably deemed necessary to safely carry out the duties of each agency position, but reserves the right to determine what those tools, facilities, vehicles, equipment, and supplies shall be. Employees are responsible for reporting to the Employer any unsafe conditions or practice, and for properly using and caring for all such material furnished by the Employer.

ARTICLE 22
HOURS OF WORK AND OVERTIME

Section 22.1. This Article is intended to define the normal hours of work per day and /or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. 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 22.2. The work period and overtime standard for bargaining unit employees shall be as follows:

Classification	Work Period	Overtime Standard
Road Patrol Deputy / Sergeants Detective Dare Officer / School Resource Officer	14 consecutive calendar days	80 hours

Section 22.3. When employees are required to work in excess of their designated overtime standard (see above) during their work period (see above) they shall be paid overtime pay for such time over their overtime standard at the rate of one and one-half (1½) time their hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. In lieu of overtime pay employees may flex such overtime hours, with the approval of their Supervisor, within the same 14 day work period on an hour for hour basis. If such hours are not flexed within the 14 day work period, all hours over 80 hours in the 14 day work period will be paid at time and one-half (1 ½) their hourly rate of pay.

Section 22.4. For purposes of determining an employee's eligibility for overtime, all hours in active pay status, except sick leave, will be considered hours worked.

Section 22.5. The Employer shall rotate scheduled overtime opportunities among all employees who are qualified to perform the work that is being assigned. The Employer shall post and maintain an overtime roster every six (6) months. This roster shall include a list of employees eligible for such overtime and an updated total of hours worked and hours refused by each employee. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime. The Employer will try to equalize overtime opportunities annually.

An employee who refuses an overtime assignment shall be credited with the amount of overtime refused but will be charged with no less than two (2) hours. If after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, then the Administration may fill the remaining manpower requirement for the overtime detail by mandatory assignment of any officer available.

The Sheriff reserves the right to require any and all employees to work overtime as necessary.

Section 22.6. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Employer before working any overtime.

Section 22.7. Where an employee requests to work a day off in exchange for a day to be scheduled off, the employee's pay status shall not be affected. When employees exchange shifts with the approval of the Employer (or designees), the pay status of neither employee is affected, except that an employee who works an exchange and is required to work overtime shall receive the overtime.

Section 22.8. Employees shall not be eligible for overtime nor suffer a loss of pay for time changes to accommodate daylight savings time.

Section 22.9. The FOP/OLC and the Employer agree that a Deputy assigned to be a Canine, a.k.a. K-9 handler shall work their regular hours as assigned by the Sheriff (or designee). Such K-9 handler will also receive an agreed to rate which when multiplied by one and one-half (1½) will be approximately his normal hourly rate, as compensation for forty-five (45) minutes per day for those duties required outside regular work hours in the care and maintenance of the dog(s). Time included (but not limited to) shall be time spent feeding, cleaning, exercising, playing, grooming, transporting, providing health care, and for related time and extraordinary expense incurred in the other activities related to the maintaining of a dog at the employee's residence.

The K-9 handler shall receive forty-five (45) minutes pay per day on all days the handler is not scheduled to work for K-9 maintenance as described above, at the agreed to rate.

The forty-five (45) minutes per day, seven (7) days a week, will be paid at time and one-half (1½) the agreed to rate of pay.

For the purposes of vacation, compensatory time, sick time, and personal days, the K-9 handler shall only be charged for the number of hours normally scheduled when the K-9 handler uses any of this accrued time off. The other forty-five (45) minutes per day shall be paid as though the K-9 handler worked for the purposes of K-9 maintenance as described above. Therefore, when the K-9 handler uses a vacation day, he will receive his regular pay for the number of hours he was scheduled plus forty-five (45) minutes at time and one-half (1½) the agreed to rate.

The Pickaway County Sheriff's Office K-9 team must be OPOTA certified every two (2) years. If for any reason the K-9 team fails OPOTA certification, it will be immediately placed on inactive status. As soon as possible the team will again attempt to pass certification. If the K-9 fails to be certified on the second attempt, it is the decision of the Sheriff whether to allow the K-9 a third attempt or to permanently remove the dog from service.

Section 22.10. Shift Selection: The Employer will post the work schedules no later than November 5th of each year for each calendar quarter of the following calendar year. The work schedule will show the days off and job assignment for each line. Non-probationary employees will select four (4), three (3) month periods. The Employer will submit the schedule to the most senior deputy and the most senior Sergeant in each job assignment. Employees will place their name on their line of the schedule they wish to work that particular three (3) month period. The schedules will continue down through each member until all members have selected a line on their schedule. For the purpose of shift selection herein, seniority shall be defined as continuous service in their current job assignment. Employees will be prohibited from selecting the same line as the previous three (3) month period. The completed schedules will be posted within fourteen (14) days after the completion of the bidding process. After the completed schedules are posted, employees will then be permitted to submit vacation requests in accordance with Article 27 of the Agreement.

Each three (3) month work schedule period will consist of thirteen (13) weeks, with the first thirteen (13) week schedule starting on the first Sunday in January each year of the Agreement.

Vacancies on the schedule will be filled at the discretion of the Sheriff, or designee, until the next bidding period.

ARTICLE 23
SPECIAL ASSIGNMENTS / SPECIAL DEPUTIES

Section 23.1. All qualified employees of the Office may be hired by various businesses or organizations of the community, with the advanced approval of the Sheriff, to work special assignments. Payment for said services shall be made by the hiring party at a rate of no less than:

Non-Profit Organizations	For Profit Organizations
$26.00 per hour each year of the contract with a minimum of two (2) hours	$35.00 per hour each year of the contract with a minimum of three (3) hours

Should an outside employer hire five (5) or more Deputies to perform at a function, one (1) Deputy must be a Corporal, Sergeant or Lieutenant. Employees accepting alcohol related special duty shall receive an additional five dollars ($5.00) per hour more than the above rates and shall require a minimum of two (2) Deputies.

The basic qualifications for special assignments for sworn personnel are as follows:

A. Ohio Certification for Law Enforcement Officers;

B. Current firearms qualifications;

C. Not currently on medical leave, administrative leave, and/or the subject of founded discipline above counseling within the last six (6) months.

D. A newly certified peace officer must work with another trained officer for minimum of twenty (20) hours before they are permitted to work special assignments alone.

The Employer shall rotate such work opportunities among all eligible and qualified full-time employees of the Office, except when a business or organization requests a certain full-time employee, then the requested employee will be assigned upon the approval of the Sheriff. The Employer shall maintain a list of eligible employees and opportunities offered and refused by each employee. Any special detail assignments not filled by this procedure may be filled at the Employer's discretion. When a business or organization request a certain full-time employee for a detail, such requested assignment will be considered when equalizing work opportunities among all full-time employees of the office.

Any violation of an equal opportunity to work assignments under this section shall be corrected at the next work opportunity.

The parties agree that any special duty performed by an employee under this Section shall not be considered as overtime. This Section does not apply to other part-time "non-law enforcement-type" employment an employee may work during off duty hours. This Section of this Article

shall not be subject to the grievance procedure above Step 2, unless there are repeated violations or the equal opportunity to work assignments under this section is not corrected at the next opportunity as provided herein.

Section 23.2. The parties agree that the Employer may continue to utilize special deputies for special details, such as parades, fairs, special traffic control, scheduled educational events, and declared emergencies in which regular forces are not deemed adequate to fulfill the Employer's mission.

Special deputies may work with a bargaining unit member to assist the member. Special deputies may work alone "instead" of bargaining unit members doing pre-scheduled bargaining unit work up to a maximum of fifty (50) hours per month.

ARTICLE 24
COMPENSATION

Section 24.1. All employees covered by this Agreement shall be paid in accordance with the hourly rate schedule in Appendix A.

Section 24.2. New employees shall be paid at the Step A rate in the wage schedule until twelve (12) months of satisfactory service are completed, unless the Employer has exercised the right to begin the new hire at a higher step, not to exceed Step C. Employees started above the Step A must have experience equal to or above a bargaining unit member in that step with no more than one (1) year break in service.

Section 24.3. Upon successful completion of an initial probationary period, the employee shall be advanced to the next step in the employee's pay range at the beginning of the pay period following the completion date of the probationary period. Thereafter, employees shall advance to each succeeding pay step after completion of twenty-four (24) months of service in the prior step except when moving from Step A to Step B.

Employees promoted to a higher classification shall be placed in the step in the new pay range that produces an increase of at least three percent (3%).

Employees demoted to a lower classification shall be placed in the step in the new pay range that produces the least amount of decreased hourly rate.

Section 24.4. An employee called in to work at a time outside the employee's regularly-scheduled shift, including court time, which call-out does not abut the employee's regularly-scheduled shift, shall be paid for all time actually worked, but in no event will the amount paid be less than three (3) hours' pay at the employee's regular rate of pay. Any employee called in to rectify their own error shall be credited with the actual time worked at the regular rate of pay and not with the minimum premium herein stated.

Section 24.5. Road patrol assigned by the Sheriff or designee to work and substantially perform the job duties of a higher classification on a temporary basis for a minimum of one (1) tour of duty and a maximum of ninety (90) days shall be paid at the appropriate Sergeant's rate per hour for all hours worked in the higher classification.

Section 24.6. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement. Unauthorized leave, periods of suspension, absence without leave, and other unpaid leaves shall be deducted from the hours worked during the biweekly pay period in which such absences occur, and are not to be considered in paying overtime.

Section 24.7. An employee who quits or retires will be paid for all compensatory time to the employee's credit at the employee's final rate of pay. The spouse, beneficiary, or executor of the estate, as applicable, shall receive any payment due in the event of the death of an employee.

Section 24.8. The Employer shall keep a deferred compensation program on behalf of the employees, whereby the employee's pension contribution shall be treated as deferred compensation for federal and state income tax purposes.

Section 24.9. All employees assigned the duties of a detective will rotate being on-call on the weekends. Employees may trade such on-call with other detectives after so informing their immediate supervisor.

ARTICLE 25
LONGEVITY

Section 25.1. All eligible employees shall receive longevity payments in accordance with the following schedule:

A. Upon completion of seven (7) years of continuous employment: Fifteen cents ($.15) per hour.

B. Upon completion of fifteen (15) years of continuous employment: Thirty cents ($.30) per hour.

C. Upon completion of twenty-two (22) years of continuous employment: Forty five ($.45) cents per hour.

D. Upon completion of twenty-four (24) years of continuous employment: Sixty ($.60) cents per hour.

Section 25.2. The above longevity schedule shall be implemented according to the following provisions:

A. Employee shall become eligible for longevity payments the first pay period after their qualifying anniversary date.

B. Longevity payments shall be added to the base rate and included with the employee's regular paycheck, with appropriate deductions.

ARTICLE 26
HOLIDAYS / PERSONAL DAYS

Section 26.1. Bargaining unit employees shall receive eight (8) hours holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

New Years' Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th

Section 26.2. For each holiday listed above, employees shall receive eight (8) hours pay as holiday pay provided that they work their full scheduled day before and after the holiday or are on approved leave other than sick leave. Employees who actually work on a holiday shall receive time and one-half (1½) their regular rate of pay in addition to the holiday pay, for all hours worked on a holiday.

Section 26.3. After one (1) year of service bargaining unit employees shall receive one (1) personal leave day. Such personal leave must be scheduled and approved at least twenty-four (24) hours in advance of use in consideration of the operational needs of the Employer, but shall not be unreasonably denied if requested in a timely manner. Employees must use this personal leave day(s) each year. If not used, they may be carried over to the following year or cashed out at the request of the employee. Employees may only carry over one (1) year's accrual of personal leave. Requests to cash-out unused personal leave must be made no later than December 31 of each year and will be paid in the first full pay period in the following January.

ARTICLE 27
VACATION

Section 27.1. 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 as follows:

Length of Service	Vacation	Biweekly
Less than (1) year	0 hours	3.08 hours
(1) year, but less than (8) years	80 hours	3.08 hours
(8) years, but less than (15) years	120 hours	4.61 hours
(15) years, but less than (22) years	160 hours	6.15 hours
(22) years or more	200 hours	7.69 hours

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

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

Section 27.2. New employees may be entitled to vacation service credit earned during employment with the Employer. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio.

Section 27.3. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. An employee may carry over one (1) week of accumulated vacation into the next year. Those employees who are eligible to accrue one hundred-sixty (160) hours or more of vacation may carry over two (2) weeks of accumulated vacation into the next year.

An employee may cash-in one (1) forty-hour block of accrued, but unused vacation leave each year. Those employees who are eligible to accrue one hundred-sixty (160) hours or more of vacation may cash-in up to two (2) forty-hour blocks of accrued, but unused vacation leave year. Cashing-in of accrued, but unused vacation leave must be done in blocks of forty (40) hours.

Requests to cash in accrued, but unused vacation leave must be made no later than the employee's anniversary date of employment. Payment for accrued, but unused vacation leave made pursuant to this section will be made in the first full pay period after the employee's anniversary date of employment.

An employee may either carry over accrued, but unused vacation leave, or request to cash-in accrued, but unused vacation leave, or both.

Section 27.4. Employees shall submit vacation requests starting December 15 each year and prior to the beginning of the first full pay period in January. Employees shall request the dates for that calendar year on which they prefer to use their accumulated vacation. Such request shall be honored on the basis of the employee's classification seniority, subject to the below listed limitations and expectations.

All first choice requests shall be honored first based on the employee's classification seniority before any subsequent choice requests are honored.

Second choice requests shall be honored next based on the employee's classification seniority for those employees whose first choice requests could not be honored before any subsequent choice requests are honored.

Third choice requests shall be honored next based on the employee's classification seniority for those employees whose first and second choice requests could not be honored before any subsequent choice requests are honored.

Fourth choice requests shall be honored next based on the employee's classification seniority for those employees whose first, second and third choices could not be honored before any other vacation requests are honored.

All requests are subject to the below listed limitations and expectations.

Section 27.5. The Employer shall notify employees regarding the approval/disapproval no later than February 1 for requests submitted in Section 27.4 above. Vacation leave approved in accordance with the procedure identified in Section 27.4 will not be cancelled unless an emergency condition exists. Once notification is given, the Employer will post a vacation schedule and any employee wishing to cancel a scheduled vacation submitted above must provide the Employer a minimum of thirty (30) days advanced notification.

A. Vacation must be taken in forty (40) hour increments except employees who are eligible for less than four (4) weeks vacation per year may take forty (40) hours in one (1) day increments. Employees who are eligible for four (4) weeks or more vacation per year may take either forty (40) or eighty (80) hours in one (1) day increments. One (1) day vacations must have one (1) work week advance approval. The Sheriff (or designee) may waive the one (1) workweek notice.

B. Vacation requests submitted after the beginning of the first full pay period in January shall require a minimum of fourteen (14) calendar days advance notice and shall be honored solely on the basis of order of application and no seniority rights to preferred dates shall exist. Approval of vacation requests made pursuant to this subsection shall not be unreasonably delayed.

C. Vacations are scheduled and approved in accordance with the workload requirements of the Employer, however timely requests to use vacation leave made pursuant to this article shall not be unreasonably denied.

D. Schedule changes required by Sections 27.4 and 27.5(A) shall be made no later than seven (7) days in advance.

Section 27.6. In an emergency situation the Sheriff may recall an employee to duty.

Section 27.7. At the time of separation, an employee is entitled to compensation at the employee's current rate of pay for any unused accrued vacation leave to the employee's credit, up to the maximum allowed in Section 27.3 herein.

ARTICLE 28
UNIFORMS / EQUIPMENT

Section 28.1. The Employer agrees to provide uniforms and equipment for each employee occupying a uniformed position according to the schedule in Appendix B. Upon initial full-time hire, standard issue will be made as determined by the Employer and shall be provided to all newly hired employees. The Employer shall determine the specifications of all uniforms, items covered, and the necessary accessories required. Class "A" uniforms will be dry cleaned, at the Employer's expense, as required by the Employer. Employees assigned to "plain clothes" details

shall be reimbursed for five hundred-fifty dollars ($550) upon proof of purchase of required clothing items. The Employer reserves the right to inspect employees uniforms and equipment, and to determine what is appropriate. When old uniforms and equipment are replaced the employee must return the replaced uniform(s) or equipment to the Employer within five (5) days.

Section 28.2. Where an employee supplies evidence that the employee has sustained damage to personal property while performing work duties with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements (no more than fifty dollars [$50.00] for jewelry items). The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 28.3. In the event of damage to prescription eye wear, including frames, and contact lenses, the employer shall pay the difference between the amount reimbursed from Workers' Compensation and the actual cost of repair or replacement, if any.

Section 28.4. The Employer shall replace, at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or designee who shall make the appropriate allowance to replace the uniform or piece.

Section 28.5. All uniforms, accessories, and other items of clothing purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer or, with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

Section 28.6. The Employer shall provide body armor for all employees requesting such armor. The parties agree the Employer may require employees to wear body armor. Employees not requesting body armor shall sign a waiver provided by the Employer.

ARTICLE 29
INSURANCES

Section 29.1. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the level of benefits substantially equal to the plan currently provided. The Employer reserves the exclusive right to select carriers and/or other methods of providing said coverage.

Section 29.2. The Employer agrees to contribute ninety-three percent (93%) of the coverage for insurance premiums for single employees, and seventy-five percent (75%) of the premium for employees requiring family coverage. If the county commissioners increase the Employer contribution for health insurance for other non-bargaining unit general fund employees, it will also apply to bargaining unit employees.

Section 29.3. The Employer agrees to provide, at its expense, term life insurance in the amount of twenty-five thousand dollars ($25,000) for each employee covered by this Agreement.

Section 29.4. The Employer agrees to continue to contribute sixty percent (60%) of the premiums for dental and vision insurance.

Section 29.5. Each year, prior to the annual open enrollment period, any full-time employee eligible for health insurance paid for by the County, who are currently insured under the County health insurance plan for at least one (1) year or who opted out of the County's health insurance plan in the prior period, and who may be insured under another health insurance plan have the option to disenroll in the benefits package listed.

Those eligible disenrolling from the health insurance plan will be paid an annual cash bonus of not less than two thousand ($2,000.00) if they are opting out of the single plan and not less than five thousand ($5,000.00) if they are opting out of the family plan each year they opt out of the County's plan.

Each employee electing the cash bonus plan must declare their intent not to participate in the insurance plans listed above by the Friday PRIOR to the open enrollment period and remain off the plan for one (1) twelve (12) month period between April 1 and March 31.

Each employee electing the cash bonus plan must provide proof of insurance with another provider.

The year will be from April 1 to March 31 of each year and cash payment will be made with the second payroll in July of each year by a separate check. Payments, prorated or otherwise, will not be made to employees who agreed to participate in the opt-out plan, but who are no longer employed by the County.

Any eligible employee who elected to opt-out of the health insurance plan provided by the County, who involuntary loses other insurance coverage through the unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the County approved health insurance plan(s). The effective date of coverage will be either the 1st of the month following the event or date of the event depending on the qualifying event. Intent to enroll must occur within 31 days of the qualifying event. The buyout will be prorated from the effective date of coverage and will be required to be paid back to the County within 31 days of the effective date of coverage.

Any employee who wishes to voluntarily re-enroll in the County approved health insurance plan(s) must re-enroll during the open enrollment period.

ARTICLE 30
EMPLOYEE ASSISTANCE PROGRAM

Section 30.1. The Employer and the FOP/OLC recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.

Section 30.2. Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, per the substance abuse article of this Agreement, shall be required to participate in this employee

assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug, or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Section 30.3. Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

Section 30.4. Records regarding treatment and participation in the EAP shall be confidential, and the records shall not be maintained in the employee's personnel file.

Section 30.5. Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance whenever possible. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment should they so request.

ARTICLE 31
SICK LEAVE

Section 31.1. Upon execution of this Agreement, each employee while in active pay status shall accumulate fifteen (15) days of sick leave per year. Said leave shall be earned at four and six-tenths (4.6) hours per pay period. For purposes of this Article, active pay status shall include hours worked, in a paid holiday or vacation leave status. Sick leave shall not accrue while an employee is on sick leave or is in any unpaid status including leave of absence, layoff, suspension, or in overtime status.

Section 31.2. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Under no circumstances shall sick leave be advanced prior to being accumulated. The Employer reserves the right to investigate and verify any employee absence.

Section 31.3. Provided proper notification and request procedures have been followed, sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

A. Illness or injury of the employee;

B. Illness or injury to a member of the employee's immediate family requiring the presence of the employee; (The Employer may require a physician's statement to the effect that the employee's presence is necessary)

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

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

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

F. Death of a member of the employee's immediate family (sick leave usage limited to time actually required to attend the funeral, make necessary funeral arrangements, and to take care of related matters). Maximum usage is limited to three (3) working days. The Sheriff may (at the Sheriff' sole discretion) extend additional days, if necessary.

For purposes of this section, the definition of immediate family is as follows: spouse, child, mother, father, legal guardian, brother, sister, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, brother-in-law, sister-in-law, step-children, step-parents, or any dependant person living in the same household on a continuous basis.

Section 31.4. When an employee is unable to report to work on day shift, the employee shall notify the Employer one (1) hour before the scheduled time to report to work on each day of absence, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with the employee's immediate supervisor. Employees unable to report to work on afternoon and evening shifts shall notify the Employer two (2) hours before the scheduled reporting time as outlined above.

Section 31.5. Upon return to work, an employee shall complete and sign a request for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments, or when an absence is more than one (1) day and the Employer believes there is abuse or patterned use of sick leave, require the employee to furnish a statement from a licensed medical practitioner. Such statement shall include the general nature of the illness or injury and the expected return-to work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay. Falsification of either a written, signed statement; a physician's certificate or intent to defraud shall be grounds for disciplinary action up to dismissal.

Section 31.6. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or family medical leave. The cost of such examination shall be paid by the Employer, and the physician will send the Employer the results of the examination.

Section 31.7. Vacation leave may be used for sick leave purposes, at the employee's request and the approval of the Employer, after sick leave is exhausted. Employees who have exhausted all sick leave, vacation leave credits, and family medical leave, may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months as provided for in this Agreement.

Section 31.8. Excessive Use of Sick Leave: The parties agree that in an effort to control any excessive or patterned use of sick leave, there will be progressive discipline based on the number of sick leave "occurrences" as follows below.

An occurrence shall be defined as any sick leave used by an employee other than:

1. leaves that qualify under the Family Medical Leave Act;

2. that used as approved funeral leave;

3. that used for pre-scheduled medical appointments for either the employee, their spouse, their children or parents, where the presence or assistance of the employee is reasonably necessary and where the employee is unable to schedule the medical appointment outside of his/her regular work hours or workdays.

Going home sick, after reporting for work at the regularly scheduled time shall not be counted as an occurrence, provided the employee has worked at least two (2) hours of that shift.

Employees who use sick leave for other than the above-listed reasons shall accrue an occurrence. Occurrences will be counted in a rolling twelve (12) month period and shall be subject to the following discipline:

Number of Occurrences	Discipline
4th	documented verbal warning
5th	written reprimand
6th	two (2) day unpaid suspension
7th or more	additional discipline up to and including termination

Discipline under this section shall be subject to the discipline procedure, the grievance procedure, and the records retention schedules set forth in the Agreement.

Section 31.9. Upon formal retirement, under the provisions of the Public Employees Retirement System, an employee with a minimum of ten (10) years' continuous service may convert accrued but unused sick leave according to the following schedule:

A. Ten (10) or more years of service: Twenty-five percent (25%) up to a maximum of one-fourth (1/4) of one hundred-twenty (120) days, or a maximum of two hundred-forty (240) hours.

B. Twenty-five (25) or more years of service: Seventy-five percent (75%) of the employee's accumulated sick leave up to a maximum of four hundred (400) hours.

Section 31.10. Additional Personal Days may be Earned: Employees are eligible to earn additional personal leave or vacation days in the following manner:

Number of Sick Leave Hours Used from Jan. 1–Mar. 31	Number of Personal Days/Vacation Earned
• less than 1 shift	1

Number of Sick Leave Hours Used from Apr. 1–Jun. 30	Number of Personal Days/Vacation Earned
• less than 1 shift	1

Number of Sick Leave Hours Used from Jul. 1–Sep. 30	Number of Personal Days/Vacation Earned
• less than 1 shift	1

Number of Sick Leave Hours Used from Oct. 1–Dec. 31	Number of Personal Days/Vacation Earned
• less than 1 shift	1

These additional personal or vacation days earned will not be deducted from the employee's accrued sick leave and shall be used in the calendar year following the calendar year in which they were earned.

ARTICLE 32
INJURY LEAVE

Section 32.1. In the event of a service-connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not the result of "horseplay" or negligence by the employee, the Employer shall grant the employee full pay for a period not to exceed forty-five (45) calendar days. The Employer may grant additional injury leave, on a case-by-case basis and at the Employers discretion, up to an additional forty-five (45) calendar days. This forty-five (45) calendar day's paid leave is fully paid by the Employer, and is in lieu of Worker's Compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. If the injury claim is denied by Workers' Compensation, the employee will revert to sick leave status.

Section 32.2. Injury leave is granted on a per incident basis.

Section 32.3. The Employer may require an employee claiming a service-connected injury to submit to a physical examination by a physician of the Employer's choosing. Any such examination shall be at the Employer's expense. The Sheriff may require employees to work light duty if a licensed physician approves such duty.

Section 32.4. If a third party is liable to the employee for injuries which are compensated pursuant to this article and the employee receives compensation from the third party, the employee shall remit to the Employer any monies received for lost wages up to the amount paid by the County pursuant to this article. In no event shall the employee be required to remit to the Employer more than the net amount of recovery, after deduction for attorney fees and costs of litigation.

Section 32.5. The employee shall return to work in a transitional work assignment, or temporary light duty per the Employer's policy, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer with written permission from the employee's attending physician. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to

determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this article shall be at the Employer's expense.

Section 32.6. An employee using injury leave pursuant to this article is expected to remain at home, at a hospital, at a rehabilitation facility, etc., or engage in activities related to his recovery (i.e., Attend doctor's appointments, physical therapy, medical testing appointments, etc.) during the missed hours of work. An employee may also leave his home as reasonably necessary to perform daily activities as permitted by his physician. If an employee returns to work in a transitional work assignment, he may engage in non-work activities as permitted by his physician.

ARTICLE 33
FAMILY AND MEDICAL LEAVE

Section 33.1. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy, which is attached to this Agreement as Appendix C.

ARTICLE 34
COURT LEAVE / JURY DUTY LEAVE

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

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

B. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action, and pertains to or arises from the employee's official duties, the employee shall have all time spent in court counted as hours worked.

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

Section 34.3. The employee shall return to duty if there are more than two (2) hours remaining on the employee's shift after being released from court.

ARTICLE 35
MILITARY LEAVE

Section 35.1. Any members of the bargaining unit who are members of the Ohio National Guard, the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United states shall be granted leave of absence from their regularly assigned duties for such time period as they are required by such military unit for service in the uniformed services.

Section 35.2. Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of military orders or statement of the appropriate military commander as evidence of such duty.

Section 35.3. Bargaining unit employees are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services as defined in section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour workdays or one hundred and seventy six (176) hours within one (1) calendar year. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed in the paragraph above will be granted 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. This provision in no way abrogates a veteran's present or future rights.

Section 35.4. Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform the duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code, during the period designated in the act or order, are entitled to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

A. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;

B. five hundred dollars ($500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

ARTICLE 36
LEAVE OF ABSENCE WITHOUT PAY

Section 36.1. Upon the written request, the Employer may grant a personal leave of absence without pay. Personal leaves without pay must be requested in writing in advance of the leave and shall state the specific reason(s), the beginning date, the ending date, and the duration of the requested leave. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

Section 36.2. A leave of absence without pay may be granted for a maximum of one (1) year for purposes of education, training, or specialized experience which would benefit the Employer.

Section 36.3. The authorization of a leave of absence without pay shall be at the sole discretion of the Employer, and each request shall be decided based upon its merits.

Section 36.4. Upon returning from a leave of absence the Employer shall place the employee in the same or a similar classification. An employee may, upon approval, return to active pay status

prior to the originally scheduled expiration date of such leave if such early return is agreeable to the Employer.

Section 36.5. Any employee who fails to return to duty within three (3) working days after the completion or valid cancellation of a leave of absence, without reporting to the Employer, may be removed from employment with the Employer.

Section 36.6. Any employee who has been placed on an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave. Further, such employees shall be required to pay the entire cost of their medical coverage during a leave should they desire to continue coverage, unless the unpaid leave qualifies under Family Medical Leave as outlined in this Agreement and Appendix C.

Section 36.7. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to report to work.

Section 36.8. Disability Leave. A physically or mentally incapacitated employee who has completed the employee's probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted at the Employer's discretion, provided the employee furnishes satisfactory medical proof of such disability along with the employee's 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.

When an employee is ready to return to work, the employee shall furnish a statement by a physician releasing the employee as able to return to work. If an unpaid disability leave is granted, and the illness or disability continues past the expiration date of the leave of absence, a disability separation may then be implemented by the Employer if the employee is determined to be permanently unable to perform the essential functions of the employee's position.

ARTICLE 37
TRAINING AND EDUCATION

Section 37.1. If accreditation, licensure, or certification requirements of a classification require continuing education or training, or if said requirements change during the term of this Agreement, the bargaining unit member thus affected must meet all such requirements as soon as possible. If the employee does not meet the requirements of that classification after the required training, the employee may be temporarily removed from that classification. If the employee fails to meet the requirements on the second attempt the employee may be suspended without

pay, or terminated at the discretion of the Employer. Employees attending training for a required certification, or re-certification (i.e., fire arms, law enforcement), shall not have such hours counted as hours worked, unless such time is scheduled during the employee's regularly scheduled hours. The Employer will post times for employees to sign up for firearms re-certification.

Section 37.2. Whenever employees are required to attend work-related training sessions, other than those outlined in Section 37.1 above, they shall be given time off from work with pay to attend such programs, including any FLSA allowable travel time needed. Any reasonable costs incurred in such training shall be paid by the Employer, provided that they have been approved in advance.

Section 37.3. The Employer and the FOP/OLC agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training the Employer deems necessary for the performance of the employees' presently-assigned duties.

ARTICLE 38
DURATION

Section 38.1. This Agreement shall be effective upon signing and shall remain in full force and effect through midnight, August 31, 2018.

Section 38.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration date of this Agreement. Such notice shall be pursuant to the rules of the State Employment Relations Board (OAC 4117-01-02).

Section 38.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the FOP/OLC and all prior agreements, practices, and policies, either oral or written, are hereby cancelled. Therefore, the Employer and the FOP/OLC, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

APPENDIX A

Road Deputies/Detectives

	A	B	C	D	E
July 1, 2015 (3%)	$19.27	$20.01	$21.27	$22.32	$23.03
July 1, 2016 (2%)	$19.66	$20.41	$21.70	$22.77	$23.49
July 1, 2017 (2%)	$20.05	$20.82	$22.13	$23.23	$23.96

Step A is the starting rate of pay
Step B is earned after one (1) year of continuous service within the assigned classification.
Step C is earned after three (3) years of continuous service within the assigned classification.
Step D is earned after five (5) years of continuous service within the assigned classification.
Step E is earned after seven (7) years of continuous service within the assigned classification.

Notation: Deputies assigned to the Detective Division shall receive a seventy-five cents ($.75) per hour supplement.

Deputies assigned as Firearms Officer will receive fifty cents ($.50) an hour supplement for each hour of instruction.

Road Patrol Corporals

July 1, 2015	$23.83
July 1, 2016	$24.30
July 1, 2017	$24.79

Communication Sergeants, Jail Sergeants, Training Sergeants, Road Sergeants, Detective Sergeants, Civil Sergeants

	Start	End of Probation
July 1, 2015 (3%)	$23.93	$24.62
July 1, 2016 (2%)	$24.41	$25.11
July 1, 2017 (2%)	$24.90	$25.61

Notation: Sergeants assigned to the Detective Division shall receive a seventy-five cents ($.75) per hour supplement.

Sergeants assigned as Firearms Officer will receive fifty cents ($.50) an hour supplement for each hour of instruction

APPENDIX B

This list is to provide and establish basic issue of uniform pieces to be issued to all bargaining unit members required to wear the uniform of Deputy Sheriff.

Item	Amount
Badge - Breast	1
Badge - Hat	1
Brass - Buttons	30
Brass - Collar*	2
Brass - Flag	1
Brass - Name Plate	2
Brass - Serving Since Pin	2
Brass - Tie Bar	1
Brass - Whistle Chain	2
Coat - Rain	1
Coat - Summer	1
Coat - Winter	1
Equipment - ASP	1
Equipment - Flashlight**	1
Equipment - Glock	1
Equipment - Pepper Spray	1
Hat - Ball Cap*	1
Hat - Felt	1
Hat - Rain Cover	2
Hat - Straw	1
Hat - Winter Fur	1

*Additional for K-9 Officers

Item	Amount
Leather - Ammo Pouch*	1
Leather - ASP Holder	1
Leather - Flashlight Holder* **	1
Leather - Glove Case	1
Leather - Gun Belt*	1
Leather - Handcuff Case*	1
Leather - Holster*	1
Leather - Pepper Spray Holder*	1
Misc. – Tie	3
Pants - All Season	6
Pants - BDU*	1
Shirt - BDU*	1
Shirt - Long Sleeve	5
Shirt - Short Sleeve	5
Shoes - All Weather Boots**	1
Shoes - Dress Uniform	1
Sweater - Commando Style**	1
Vest - Ballistic	1
Vest - Covers	2
Vest - Traffic	1
ID Card	1

**Optional items as requested

APPENDIX C
FMLA POLICY

POLICY

A. Introduction: Family and Medical Leave is a leave of absence, taken for specified reasons, during which the Employer shall maintain the employee's health insurance in the same manner as if the employee remained in active pay status. During the leave, however, employees must continue to pay their share of the premium.

B. Eligible Employees: Employees who have been employed by the County for a total of at least twelve (12) months and who have completed at least one thousand two hundred and fifty (1,250) hours of actual service with the employer during the previous twelve (12) month period will be eligible for family and medical leave.

C. Entitlement to Leave: Each eligible employee will be entitled to a total of twelve (12) workweeks of family and medical leave during a rolling twelve (12) month period measured forward from the date the employee's first family and medical leave begins. Employees may take the leave for any of the following reasons:

1. birth of a child of the employee and to care for the newborn child;

2. placement of a child with the employee by way of adoption or foster care;

3. to care for the spouse, child, parent, or one who stood in place of a parent of the employee, if that person has a serious health condition; or

4. because of a serious health condition that renders the employee unable to perform any of the essential functions of the employee's position.

In addition, an employee with family members in the armed services is entitled to:

a. up to twelve (12) weeks of leave for a "qualifying exigency" arising out of the employee's spouse, son, daughter, or parent being on active duty or being called up to active duty; and

b. up to twenty-six (26) weeks of leave for an employee to care for a "covered service member" injured while on active duty. The employee may be the spouse, child, parent, or "next of kin" to the injured service member.

D. Family and Medical Leave Definitions:

1. Spouse: Husband or wife as defined by state law for purposes of marriage, including individuals married under common law marriage prior to October 10, 1991. (Common law marriage was abolished in Ohio on that date.).

2. Parent: The biological parent or person who stands or stood in place of a parent to the employee when the employee was a child. "In-laws" are not included.

3. Child: A biological, adopted, foster, or step child; a legal ward; including a child of 18 years or over, who is incapable of self-care because of a mental or physical disability.

4. Serious Health Condition: An illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence from employment for more than three (3) calendar days and involves care by a health care provider. Serious health condition also includes continuing treatment of chronic or long-termed incurable conditions and prenatal care. (See Form, Page 4 of 4)

5. Continuing Treatment: Continuing treatment by a health care provider which includes at least one of the following:

   a. a period of incapacity for more than three (3) consecutive calendar days which requires subsequent treatment relating to that condition on two (2) or more occasions or on one (1) occasion which results in a regimen of continuing treatment;

   b. incapacity due to pregnancy;

   c. a period of incapacity or treatment due to a chronic serious health condition, which may be episodic but includes periodic visits to a health care provider and continues over an extended period of time.

   d. any period of incapacity which is permanent or long term, due to a condition for which treatment may not be effective; or

   e. absence due to a series of treatments, e.g., after surgery, accident or for a condition which would result in an absence for at least three (3) consecutive days if left untreated.

6. Health Care Provider: Either: (1) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or (2) any other person determined by the Secretary of Labor to be capable of providing health care services as further defined in the law.

7. Intermittent Leave: Leave taken in separate blocks of time due to a single qualifying reason.

8. Reduced Leave Schedule: Leave that reduces an employee's usual number of working hours per workweek or workday.

9. Foster Care: placement of a child with the employee through a formal agreement for substitute care requiring state action, rather than an informal arrangement to take care of another child.

10. Qualifying Exigency: yet to be defined.

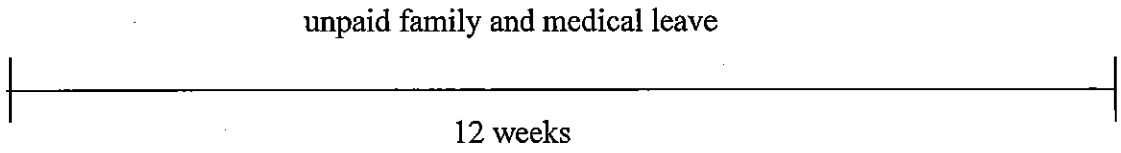
11. Next of kin: nearest blood relative.

12. Covered Service Member: means a member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

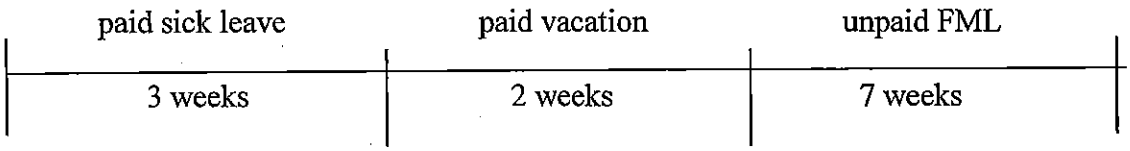
13. Serious Injury or Illness: a condition that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.

E. Utilization of Accumulated Paid Leave: Employees are required to utilize accumulated paid leave for all or part of the FML twelve (12) week period. Accrued sick leave shall be utilized for conditions that are eligible for both R.C. 124.38 sick leave and family and medical leave. Unpaid FML shall be authorized when all eligible accrued paid leaves have been exhausted (sick leave, vacation). In other words, FML and paid leave for conditions that qualify under FML run concurrently. The entire twelve (12) week FML is not tacked onto the end of the paid leave, just the remaining portion after the paid leave time is subtracted. Three (3) examples of the concurrent use of family and medical leave and applicable paid leave are as follows:

Example A: An employee suffers a serious health condition that lasts 12 weeks. The employee has no accrued paid leave.

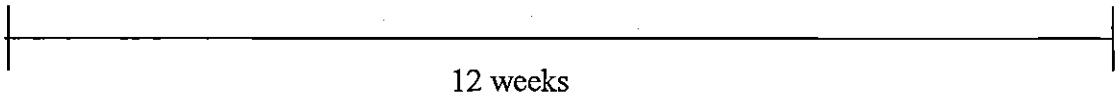


Example B: An employee suffers a serious health condition that lasts for 12 weeks. The employee has 3 weeks of accrued sick leave and 2 weeks of accrued vacation.



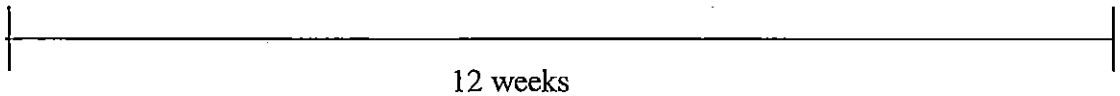
Example C: An employee suffers a serious health condition that lasts 12 weeks. The employee has 12 weeks of accrued sick leave.

paid sick leave



12 weeks

family and medical leave



12 weeks

In example A, the Employer must pay the Employer's share of the employee's health insurance premium for the twelve (12) weeks the employee is in FML provided the employee pays the employee's share. Thereafter, the employee may continue insurance coverage under COBRA. The employee receives no wages and accrues no vacation, sick leave, or other benefits.

In example B, the Employer shall pay the Employer's share of the employee's health insurance premium for the twelve (12) weeks of this combination of paid leave and family and medical leave. During the paid portion of the leave, the employee's share shall be deducted from the employee's pay check. During the family and medical leave only portion, the employee must directly pay the employee's share to the Employer. After twelve (12) weeks of family and medical leave, the employee may continue insurance coverage under COBRA. The employee receives pay during the three (3) weeks of sick leave and two (2) weeks of vacation and accrues benefits. The remaining weeks, after all paid leave is exhausted, are unpaid.

In example C, the Employer shall pay the Employer's share of the employee's health insurance for the entire twelve (12) weeks, and shall deduct the employee's share from the employee's paycheck. The employee receives pay and accrues benefits during the twelve (12) week period but the employee's twelve (12) weeks of FML are exhausted simultaneously.

F. Husband and Wife: When both spouses are employed by Pickaway County, they are entitled to an aggregate total of twelve (12) weeks of FML for childbirth, adoption placement, or foster care. This limitation does not apply to FML taken by either spouse to care for the other spouse, a child, or parent with a serious health condition.

G. Intermittent/Reduced Leave:

1. Leave due to the serious health condition of the employee or the employee's spouse, child, or parent may be taken intermittently or on a reduced leave schedule when medically necessary. The Employer may require an employee taking leave in this manner for planned medical treatments to transfer temporarily to an alternative position which has equivalent pay and benefits and better accommodates the recurring periods of leave.

2. The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled in accordance with this policy.

3. Leave due to the birth or placement of a son or daughter with the employee shall not be taken on an intermittent or reduced leave schedule.

H. Benefit Accrual During Leave: An employee granted Family and Medical Leave will not accrue seniority, vacation, sick leave, or other paid leave during any unpaid portion of the leave period.

I. Reinstatement: When an employee returns from family and medical leave, the employee will be restored to the position held by the employee when the leave began or a similar position with equivalent pay and benefits. If the employee is returning from FML due to a serious health condition of the employee, the employee's physician must certify the employee is able to resume work and perform the essential functions of the employee's position as a condition of return to employment.

An exception to the employment restoration provisions of this policy will be made if the employee on leave is a salaried employee and is among the highest paid ten percent (10%) of the organization's employees (key employee) within seventy (70) miles and restoring employment of the employee would result in substantial economic injury to the organization. In this situation, however, the employee will be notified of the organization's intent to deny restoration and will be given an opportunity to return to work.

J. Failure to Return:

1. If the employee fails to return from an unpaid Family Medical Leave, the employee shall reimburse the Employer for the total insurance premium paid by the Employer for the period of family and medical leave during which the employee was not in active pay status, unless the failure to return is due to:

   a. continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under the FMLA; or

   b. other circumstances beyond the employee's control.

   In such a case, the Employer may require medical certification by request. If an employee fails to provide certification or an adequate excuse, the employee shall be liable for the total insurance premium paid during the non-paid portion of the leave by the Employer.

2. If an employee who is not already on other approved paid leave does not report to work or does not request and receive approval for disability leave after exhausting

family and medical leave, the employee will be absent without leave and subject to disciplinary action including possible termination of employment.

K. Records: The Employer shall maintain the following records for three (3) years:

1. basic payroll and identifying employee data;

2. dates of family and medical leave taken (including paid leave taken);

3. hours of family and medical leave if leave is taken in increments less than a full day;

4. copies of all notices given to Employer or employees;

5. copies of all documents describing benefits, policies, and practices regarding the taking of paid leaves and unpaid disability leaves;

6. copies of employee requests for family and medical leave;

7. premium payments of employee benefits; and

8. records of any disputes between the Employer and employee over designation of family and medical leave.

Records of medical certification of employees or their family members shall be kept confidential as they are "confidential medical records" under the law and as defined in this manual.

PROCEDURE

A. General Notice: The Employer has posted written notice of employees' rights and ability to file a complaint with the Wage and Hour Division regarding any alleged violations of the FMLA.

B. Paid Leave: If an employee requests paid leave that also qualifies for family and medical leave, the Employer shall notify the employee that the paid leave will count toward and run concurrently with the employee's family and medical leave. Such notice should be provided to the employee as soon as the Employer makes the determination that the absence will be considered family and medical leave.

C. Personal Notice: Upon request for family and medical leave or upon determination that a request for paid leave constitutes family and medical leave, the Employer will provide the employee with detailed written notice of:

1. the Employer's expectations and obligations of the employee, such as:

a. the right to substitute paid leave;

b. requirement for the employee to make premium payments to maintain health benefits;

c. any requirement for the employee to present a fitness-for-duty certificate;

d. employee's right to restoration to same or equivalent job upon return from leave;

e. employee's potential liability for payment of health insurance premiums paid by the Employer during the employee's unpaid FMLA leave if employee fails to return to work after such leave; and

f. no employee shall have secondary employment while the employee is on a paid or unpaid leave of absence, including family and medical leave, where benefits may be maintained.

2. the consequences of an employee's non-compliance;

3. "key employee" status;

4. the fact that the leave will be counted against the employee's annual entitlement and how it is measured; and

5. the requirements regarding medical certification.

This notice may be provided by furnishing a copy of this policy, the Family and Medical Leave Notice Form, and other relevant information to the employee. The Employer will also provide notice to employees regarding family and medical leave policy change(s).

D. Employee's Notice Responsibility: Eligible employees requiring family and medical leave shall notify the Employer not less than thirty (30) days prior to the date such leave is to begin by completing a Request For Family and Medical Leave Form. However, where the need for leave is not foreseeable thirty (30) days in advance, the employee shall complete a Request For Family and Medical Leave Form and provide as much advance notice as practicable. Leave forms shall be submitted to the Department Head. Where an employee has no valid excuse for a delay in notice, the Employer may delay the leave until thirty (30) days after the notice has been received.

E. Initial Certification of Serious Health Condition:

1. Employees who request unpaid Family and Medical Leave (i.e., when leave doesn't qualify for use of paid sick leave or when applicable paid leave has been exhausted) must provide the Employer with certification of the condition from a health care provider in cases involving serious health conditions and attach the Certification of Health Care Provider Form to the Request For Family and Medical Leave Form at initial request, or provide same as soon as possible when paid leave is exhausted.

2. Upon receipt of the certification, the Employer may, at its expense, require the employee to obtain a second opinion from a health care provider selected by the Employer. The Employer will not seek additional information from the initially certifying practitioner, but may seek clarification of information provided.

3. If the second opinion differs from the first, the Employer may, at its expense, require the employee to submit to a third examination by a health care provider jointly selected by the Employer and the employee. This third opinion shall be final and binding.

4. Employees on approved paid leave which the Employer determines constitutes family and medical leave shall not be required to provide any certification other than that normally required for such leave.

F. Subsequent Certification:

1. For pregnancy, chronic, or permanent/long-term conditions under continuing supervision of a health care provider, the Employer may request recertification every thirty (30) days while the employee is on leave. However, if circumstances described in the previous certification change significantly (i.e., the severity of the condition, complications, etc.), the Employer may immediately request recertification.

2. If the minimum duration of the incapacity specified on an initial certification is more than thirty (30) days, or if the leave is taken on an intermittent or reduced schedule basis, the Employer may not request recertification before the minimum duration of the specified leave expires unless one of the conditions of paragraph "c" is met.

3. For circumstances not covered by paragraphs "a" or "b," the Employer may request recertification at any reasonable interval (but not more often than every thirty [30] days), unless:

   a. the employee requests an extension of leave; or

   b. circumstances described by the previous certification have changed significantly (i.e., duration or nature of the illness, complications, etc.); or

   c. the Employer receives information that casts doubt upon the continuing validity of the certification.

4. If one of the conditions of paragraph "c" occurs, the Employer may immediately request recertification.

G. Certification Deadline: Employees shall provide requested certification within fifteen (15) calendar days unless this time limit is not practicable. Failure to provide this certification may invalidate the leave.

H. Employee's Failure to Pay Insurance Premium: Upon commencement of family and medical leave, the Employer shall continue the employee's health insurance as if the employee was not on leave. During any unpaid portion of the leave, the Employer's obligation shall cease if the employee is more than thirty (30) days late in tendering the employee's share of the premium. In such a case, the Employer shall provide the employee written notice of the discontinuance of coverage by mailing such notice at least fifteen (15) days before the date coverage will cease.

SIGNATURE PAGE

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Circleville, Ohio this 23rd day of November, 2015.

FOR THE PICKAWAY COUNTY SHERIFF:

Robert B. Radcliff, Sheriff

FOR THE PICKAWAY COUNTY COMMISSIONERS:

Harold R. Henson, Commissioner

Brian S. Stewart, Commissioner

Jay H. Wippel, Commissioner

APPROVED AS TO CONTENT:

John Krock, Management Consultant

APPROVED AS TO FORM:

Judy Wolford, Prosecuting Attorney

FOR THE FOP/OLC:

Andrea H. Johan, Staff Representative

Hunter Lane, Bargaining Member, Deputy Unit

Gary Barrowman, Bargaining Member, Sergeant Unit