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AGREEMENT

BETWEEN

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

AND

THE BROWN COUNTY SHERIFF

(Corporal, Deputy Sheriff's, Correction Officer's, Cooks, Clerks, EMT's)

January1, 2012 – December 31, 2014

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ARTICLE 1
PURPOSE

A. This document sets forth the agreement between the Brown County Sheriff's Office (hereinafter referred to as "Employer", "Department" or "Management") and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as "Labor Council" or "Union"), which represents the full-time (thirty-two (32) hours or more per week) sworn personnel below the rank of sergeant who are employed by the Brown County Sheriff's Office. Specifically, this Agreement addresses matters pertaining to wages, hours, terms and conditions of employment between the parties herein.

B. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The terms "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method enabling employees covered by this contract to participate, through union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties.

C. The parties recognize that the essential public service herein involved, the interests of the community and the job security of the employees depend on the Employer's success in establishing and maintaining a proper service to the community.

D. The parties mutually recognize that the responsibility of both the employees and the Employer to the public requires that any disputes arising between the Employer and the employees be adjusted and settled in an orderly manner without an interruption of such service to the public.

E. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

F. Responsibilities of the Parties.

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

The Union, its officers and representatives, at all levels and all employees are bound to observe the provisions of this Agreement. In addition to the responsibilities that may be provided elsewhere in the Agreement, the following shall be observed.

1. This Agreement will be the sole recourse available to employees represented by the Union accordingly under the Ohio Revised Code Section 4117.10(A); members of the Union will no longer have recourse to Rules and Regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and/or the Civil Service Commission.

2. The right of the Sheriff to discipline an employee for a violation of this Agreement shall be limited to the failure of such employee to discharge his/her responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his/her responsibilities as a representative or officer of the Union.

ARTICLE 2
NONDISCRIMINATION

A. Both the Sheriff's Office and the FOP, OLC, Inc. hereby reaffirm their commitments, legal and moral, not to discriminate in any manner against any member of the bargaining unit on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, national origin, handicap, political affiliation, physical or mental disability or veteran status.

B. There shall be no discrimination by the Sheriff's Office or the Union toward any employee by virtue of participation or nonparticipation in the Union.

C. The FOP, OLC, Inc. agrees to fairly represent all members of the bargaining unit subject to the provisions and procedures set forth in the Ohio Revised Code Section 4117.11(B)(6) and 4117.12.

D. The provisions of this Article shall be subject to the Grievance Procedure contained in Article 23 of this contract.

E. Both parties agree to comply with the Americans with Disabilities Act of 1990 in implementing the provisions of this Agreement.

ARTICLE 3
DUES DEDUCTION AND FAIR SHARE FEE

A. The Employer and the Labor Council recognize the right of employees to form, join and participate in activities of employee organizations and the right of employees to refuse to form, join and participate in such activities. When a refusal is registered by an employee, the Labor Council shall not coerce an employee to join or participate in the activities of the organization.

B. The Employer agrees to deduct regularly, dues for eligible members in the amount determined by the Union after proper written notification to the Sheriff. The total deducted amount shall be transmitted to the Labor Council as soon after the first working day of the month as is possible. If any unforeseen delay occurs, the Labor Council will be notified immediately.

C. Deducted dues shall be transmitted to the Treasurer of the Labor Council at the following address:

Fraternal Order of Police
Ohio Labor Council, Inc.
222 East Town Street
Columbus, Ohio 43215

D. The Labor Council agrees to indemnify and save harmless Brown County and the Brown County Sheriff's Office and their agents against any and all claims that may arise out of or by reason of action taken by the Employer in reliance upon any authorization cards submitted by the Labor Council to the County, or in reliance on any list, notice or assignment furnished under such provision.

E. The Employer shall be relieved from making such individual check-off deductions upon:

1. Termination of employment;

2. Transfer or promotion to a job other than one covered by the bargaining unit;

3. Layoff from work;

4. An agreed leave of absence; or

5. Revocation of the check-off authorization in accordance with its terms and with applicable law.

F. The Employer shall not be obligated to make dues deductions from any bargaining unit member who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

G. It is specifically agreed that neither the bargaining unit members nor the Labor Council shall have claims against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was made. It will be corrected at the next pay period that Labor Council dues would be normally deducted by deducting the proper amount.

H. All employees covered by this Agreement, regardless of probationary status are members of the Union on the effective date of this Agreement and shall be required to pay Union dues or fair share fees no later than sixty (60) days following the start of their employment. Employees are not required to join the Union as a condition of employment; however, no later than sixty (60) days following the start of their employment all employees who are not members of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall cover the employee's pro-rated share of:

1. The direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances arising under this Agreement; and

2. The Union expenses incurred for activities normally and reasonably employed to effectuate its duties as Exclusive Representative of the employees in the Bargaining Unit covered by this Agreement.

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

I. The Union shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law, provided a nonmember makes a timely demand on the Union. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological cases not germane to the work of the Union in the realm of collective bargaining. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board (SERB) within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination, and SERB shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the Sheriff from the payroll check of the Bargaining Unit member and its payment to the Union is automatic and does not require the written authorization of the Bargaining Unit member.

J. Any Bargaining Unit member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as condition of employment. Upon submission of proper proof of religious conviction to SERB, it shall declare the employee exempt from becoming a member of or financially supporting the Union. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by the Bargaining Unit member and the representative of the Union.

K. The Union agrees to hold the Brown County Sheriff harmless against any and all claims, which may arise in the Sheriff or County's implementation of the fair share provisions of this Article.

ARTICLE 4
MANAGEMENT RIGHTS

A. Management shall have the exclusive rights pursuant to Revised Code Section 4117.08(C)(1) - (9), including but not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its

overall budget, utilization of technology, and organizational structure;

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

3. Maintain and improve the efficiency and effective of governmental operations;

4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the workforce;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit.

B. Residual Rights:

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provision of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5
NO STRIKE - NO LOCKOUT

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

1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any job action, defined to include but not be limited to, any strike,

work stoppage, slowdown, picketing, work speed-up, interruption of operations by the employees, absence from work upon any pretext or excuse, such as illness which is not found in fact, or other action or refusal to fully and faithfully perform job functions and responsibilities or other interference with the operations of the Employer by the Union or by its members, officers or agents during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

2. It is specifically understood and agreed that the Employer, during the time of any job action, shall have the whole and complete right of discipline, including discharge, of such employees engaging in any job action as described in paragraph A above, and further, employees so disciplined shall not be entitled to or have any appeal or recourse through any other provision of this Agreement.

B. No lockout shall be instituted by the Employer during the life of this Agreement.

ARTICLE 6
PERSONNEL FILES

A. Each employee may inspect his personnel file maintained by the Employer at any reasonable time. The employee will be permitted to obtain one (1) copy of his personnel file, at no expense, upon written request. If there are any additions to said employee's personnel file, said employee will be provided one (1) copy free of charge of said additions. Additional copies of items contained in said employee's personnel file may be obtained at the cost of twenty-five cents ($0.25) per copy. During any review of personnel file, the employee shall be entitled to have a representative of his choice accompany him during such review.

B. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement, rebuttal or explanation in his file. No anonymous material of this type shall be included in the employee's personnel file.

C. The Sheriff will comply with O.R.C. 149.43, the public records law, when releasing information about employees in the bargaining unit

1. If the employer receives a public records request for the inspection of any information about an employee covered by this agreement contained within files kept by the employer, the employee involved

shall be notified as soon as practicable. The employer shall provide the employee a copy of the request.

ARTICLE 7
PROBATIONARY PERIOD

A. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year. A newly hired probationary employee may be terminated at any time during his probationary period at the discretion of the Employer and shall have no appeal of such removal.

B. No employee with less than six (6) months with the employer can bid for a higher position, unless no one with more than six (6) months submits a bid. Any employee promoted shall be required to successfully complete a probationary period of one hundred-twenty (120) working days unless the promotion is to the road from the jail, then the probationary period would be one hundred-eighty (180) working days. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former position.

ARTICLE 8
HOURS OF WORK

A. Purpose.

This Article defines the normal hours of work for the Brown County Sheriff's Office. Due to the nature of the legal requirement of the Department in preserving the peace and tranquility, and the duty owed to the citizens and taxpayers of Brown County, the Sheriff shall in good faith have the absolute discretion in determining the normal work schedule and the normal workday and work hours.

B. Work Period.

The normal work period for the Brown County Sheriff's Office shall be a fourteen (14) calendar day payroll period.

C. Workday.

The normal workday shall consist of eight (8), ten (10), or twelve (12) hours of work or until such time as the employee has completed his assigned duties.

D. Scheduling.

1. Determination of the starting time of daily and weekly work schedules shall be made by the Sheriff. The schedules will be posted ten (10) days in advance of their starting time.

2. On occasion, the Sheriff may find it necessary to change an employee's schedule or require said employee to work in excess of the employee's scheduled hours per his/her workday. When such occasion occurs, the Sheriff shall endeavor to give the employee twelve (12) hours notice of the schedule change except in the case of an emergency. An employee who fails to report to work as ordered shall be subject to discipline.

3. Shifts will be assigned by seniority within their respective ranks. Employees shall bid for their shift choice twice per year on or about May 15 and November 15, respectfully. Shifts will be effective on January 1 and July 1 following each shift bid, unless otherwise noted on the shift bid. However, once the shift assignments are made, the employer reserves the right to reassign employees from their selected shift due to the employer's operational needs and/or due to employee performance issues. Except in cases of emergency, employees shall be provided ten (10) days notice of the change. A written explanation will be provided in the event an employee is reassigned. The reassignment may be grieved in the event it is believed bumping a more senior employee from their selected shift is arbitrary or capricious.

E. Overtime.

1. Definitions.

   a. "Regular rate of pay" means the hourly rate of pay, which an employee would have received for work performed during non-overtime hours.

   b. "Overtime rate of pay" means one and one-half (1 ½) times the employee's regular rate of pay.

   c. "Allowed time," means hours paid for but not worked, as provided in this Agreement.

d. "Actual time worked" means hours of work wherein an employee is paid while performing work for the Employer. Approved vacation time, compensatory time, holiday time as long as no sick time (excused or unexcused) is used in the same pay period, excused sick leave use, and funeral leave shall count as hours worked.

e. "Compensatory time" means one and one-half (1-½) hours off work for each one (1) hour of overtime worked.

2. Overtime, at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid to an employee for the actual time the employee works in excess of eighty (80) hours worked during the standard work period of fourteen (14) days. An employee shall be allowed the choice of compensatory time, per the requirements of applicable federal law, in lieu of compensation by way of the overtime rate of pay. Employees classified as cooks will not be forced to change their off days for the sole purpose of avoiding overtime.

3. Compensatory time shall be granted in lieu of overtime compensation upon mutual agreement of the Employee and the Sheriff. Compensatory time shall not accumulate beyond a maximum of two-hundred forty (240) hours. In the event an Employee accumulates their maximum hours of compensatory time, any additional overtime worked shall be compensated with overtime pay. Employees may use up to eighty-four (84) hours of compensatory time a year. At the discretion of the Sheriff, more than eighty-four (84) hours may be used per year based on extenuating circumstances. When an Employee desires to use compensatory time off that he has accumulated, it shall be scheduled and granted with the mutual consent of the Employee and the Employer. Upon termination from employment for any reason, the Employee shall receive full compensation for all hours of unpaid compensatory time.

   Upon the request of an employee and in the event sufficient funds exist, employees shall be permitted to request payment for up to twelve (12) hours of compensatory time to be paid during the last pay period of the calendar year. In the event insufficient funds exist to provide such payment, an employee's compensatory time will be carried to the next year. In the event sufficient funds exist, employees may request payment for compensatory time in excess of the twelve (12) hour cap.

4. Non-duplication.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision in this Agreement.

F. Bargaining unit members who have not used any sick time, either excused or unexcused, for any consecutive one hundred and twenty (120) calendar days will earn one (1) bonus day to be taken within the next four (4) month period. The one hundred and twenty day consecutive calendar day period begins the first day following the last incident of sick leave and ends one hundred and twenty calendar days later. All bargaining unit members shall be credited one personal day at the start of each calendar year that is not an earned day; and not deducted from earned sick leave. A bargaining unit member must notify the Sheriff or his designee for approval to apply to take an earned day or bonus day twenty-four (24) hours in advance. Bonus days or earned days are non-cumulative from year to year. Sick leave used under Article 17(A) - Funeral Leave shall not count as an absence. A Bonus day will be the number of hours the employee is normally scheduled to work when the employee takes the Bonus day.

A bargaining unit member injured in the line of duty, who submits a written report, approved by the Sheriff, will not have any absence from this on-duty injury count against accruing a bonus day.

ARTICLE 9
CALL-IN PAY, COURT APPEARANCE, ON-CALL PAY

A. Call-in Pay.

When a bargaining unit member is ordered to report to work without prior notice, and the member reports, he shall be paid at one and one-half (1 ½) times the member's regularly paid hours rate for a minimum of three (3) hours or for all hours worked, whichever is greater, starting from the time the employee leaves the location from which they received the call to respond. For example, if at home, an employee's call-in pay shall begin at the time the employee leaves their house to respond to the call. Such minimum shall not apply when the time overlaps into the member's regularly scheduled work hours.

B. Court Time.

Bargaining unit members who are required to make court appearances shall be paid at time and one-half (1 ½) the member's regularly hourly

rate for all hours worked, but shall be paid a minimum of two (2) hours, at time and one-half for a minimum of three (3) hours pay. This minimum will not apply when the court time overlaps into the member's regularly scheduled work hours. If a member is called to court on his day off or while only on vacation or a vacation day, the member shall receive double time for a minimum of two (2) hours equal to four (4) hours' pay. Comp time is excluded from this premium of double time. The member shall collect all court fees where applicable. If the employee's court appearance concerns a personal matter not related to said employee's service with the Employer, said employee shall be granted time off from work to testify but said employee will not be compensated for said time off.

C. On-Call Pay.

Any employee who is designated by the Sheriff, or his designee, as being "on-call" shall be responsible for responding promptly to a call as required by the Employer's on-call response policy.

Investigators who are designated as "on-call" outside of their regularly scheduled work hours shall be compensated at a rate of $.50 per hour for every hour they are "on-call". If the investigator is called out, the investigator will be paid according to section A of this Article.

D. A paramedic who is on call outside of their regularly scheduled work hours when no other paramedic is on duty at the Sheriff's Office shall be compensated for a minimum of fifteen (15) minutes per call or series of calls to handle the situation or the actual amount of time to handle the call or series of calls to handle a situation, whichever is greater.

ARTICLE 10
ABSENTEEISM

A. Whenever an employee has just cause for reporting late or absenting himself from work he shall, whenever practicable, give notice as far in advance as possible to his supervisor or other person designated to receive such notice.

B. Any employee who is absent from work shall give notice to his/her supervisor or the Sheriff as far in advance as possible of the date of his return to work so Management can rearrange the schedules and assignments for any employee who has been temporarily filling the job.

C. Should an employee not have just cause for his absence for his failure to give notice, he shall be subject to discipline.

D. In case of dispute as to whether or not an employee had just cause for the following acts, the burden of proof shall be upon the employee:

1. Absenting himself from work;
2. Failure to report his absence; or
3. Failure to give notice of return to work.

ARTICLE 11
SENIORITY

A. Seniority shall be an employee's length of continuous service with the Brown County Sheriff's Office.

B. An employee shall have no seniority for his probationary period, but upon successful completion of the probationary period, seniority will be retroactive to the last date of hire.

C. Seniority shall be broken when an employee:

1. Resigns;

2. Is discharged for just cause; however, if an employee is reinstated, said employee's seniority shall not be broken; or

3. Is laid off for just cause, except that an employee recalled within a time frame equal to his length of continuous service (up to a maximum of three (3) years and a minimum of one (1) year from the date of layoff) shall not have his seniority broken. However, said employee shall not be credited with any seniority for the duration of the layoff.

D. For the purpose of vacations within the department, seniority shall prevail in the selection of vacation time. Once vacation time has been selected and approved it shall not be changed without approval of the employee and the Sheriff, or his designated representative.

E. The Department shall provide the Union with one (1) copy of the seniority list within thirty (30) days after the signing of this Agreement. The seniority list shall contain the name, rank, job classification and date of the classification entry of all employees in the bargaining unit. Thereafter, the Department shall provide the Union one (1) copy of the seniority list by January 30 of each succeeding year.

ARTICLE 12
ASSIGNMENT OF WORK

A. All employees shall be required to perform any and all temporarily assigned duties of the job to which they are assigned regardless of their usual or customary duties or job assignments. Management will endeavor to see that temporary assignments do not exceed thirty (30) working days.

B. Employees assigned temporary work will be paid their regular rate of pay unless such assignment exceeds eight (8) hours. In the case of a temporary assignment exceeding eight (8) hours, the employee will be paid the highest rate of pay applicable.

1. If the employee's permanent rate is higher than the temporary job's rate, the employee will receive his permanent rate.

2. If the temporary job's rate is higher than the employee's permanent rate, the employee will receive the rate of the temporary job.

3. The employee will be paid the appropriate rate as listed in B-1 or B-2 above for all hours worked on the temporary assignment.

C. All temporary assignments are at the discretion of the Sheriff or his designated representative.

ARTICLE 13
JOB POSTING

A. From time to time it may become necessary to advertise for job openings in the Brown County Sheriff's Office. When this occurs all employees will be given the opportunity to bid on the jobs. This includes part-time positions. The Brown County Sheriff's Office shall determine when such opening exists.

1. Posted jobs shall contain the following:

    a. date bid posted;

    b. qualifications required;

    c. duties and essential functions of the position; and

    d. date bid will close.

2. Successful bidders for open jobs will be selected on the basis of the following criteria:

    a. Requisite ability to perform the essential functions of the position;

    b. Qualifications;

    c. Seniority; and

    d. Employee work record, including attendance not to date back farther than the signature date of the 2007 to 2010 agreement.

3. When (a) and (b) above are equal, seniority shall be the determining factor as to who receives the job bid.

4. Whenever a tie exists between two (2) employees as to their bargaining unit seniority, the employees shall request Management to break the tie. With both employees present, the Sheriff or his designated representative shall flip a coin, with one employee being designated "heads" and one employee being designated "tails." The employee who wins the coin flip shall be designated the senior employee from that point forward. This determination shall be recorded in each employee's personnel record.

5. Whenever Management determines a vacancy exists and a job should be posted for bid within the Department, the bid shall be posted on the Sheriff's Office bulletin boards for ten (10) working days.

B. Positions exempt from this Article are Chief Deputy, Administrative Sergeant, Administrative Deputy, EMT's, confidential employees, and any fiduciary position.

ARTICLE 14
LAYOFF AND RECALL

A. In the event of a reduction of the working force by reason of lack of funds, lack of work, or an emergency situation and it becomes necessary to reduce the number of employees, the following procedures shall govern such layoff and/or subsequent reinstatement.

B. The number of people affected by a reduction in the force shall be kept to a minimum by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position.

C. When it becomes necessary to layoff employees by reason as stated above, affected employees shall be laid off according to seniority, with the least senior employee laid off first. Seniority for layoff shall be defined as the uninterrupted length of continuous service with the Brown County Sheriff's Office computed from the latest date of hire or appointment. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Sheriff and the Labor Council shall meet to determine a fair and equitable means of deciding which employee shall be laid off first, such as the date the employee submitted his or her initial application for employment.

D. A minimum of twenty-one (21) calendar days prior to the effective date of the layoff, the Sheriff shall prepare and post for inspection in a conspicuous place a list containing the names, and seniority dates and indicate which employees are to be laid off. Each employee to be laid off shall also be given at least twenty-one (21) calendar days prior to the effective date a written notice of layoff. Each notice of layoff shall state the:

1. reason(s) for the layoff or reduction;

2. the effective date of layoff; and

3. a statement advising the employee of his/her right of reinstatement from the layoff.

E. If layoffs occur, the Sheriff shall prepare a reinstatement list and name all employees placed on the reinstatement list in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired.

F. Vacancies, which occur because of a layoff, shall be offered to or declined in writing by the employees standing highest on the layoff list before the next person on the list may be considered. Any employee who declines reinstatement to their prior classification shall be removed from the reinstatement name list.

G. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail to the employee's last known address.

H. It is the employee's responsibility to maintain a current address with the Employer for the purpose of this Section.

I. Employees reassigned as a result of a lay off shall maintain their original classification until such time they are offered an opportunity to return to their original position. No new employee will be hired except as a corrections officer until such time all employees are reinstated to their original positions.

J. No bargaining unit member shall have their classification changed without prior formal written notification from the Employer.

ARTICLE 15
VACATION LEAVE

A. All vacation leave shall be approved in advance by the Sheriff or his designated representative. Vacation shall be scheduled so as not to conflict with the duties and obligations of this Sheriff's Office to the taxpayers of Brown County. No two (2) employees of the same assignment classification will be on vacation at the same time without prior approval from the Sheriff.

B. All permanent Brown County employees will receive the following amounts of paid leave based upon the length of continuous service with the Brown County Sheriff's Office plus the employee's prior service with the State of Ohio or any political subdivision of the State.

Years of Continuous Service	Vacation Weeks/Hours
1 - 7 full years	Two weeks (80 hours)
8 - 14 full years	Three weeks (120 hours)
15-24 full years	Four weeks (160 hours)
25 or more full years	Five weeks (200 hours)

C. Vacation requests of one (1) working day will be submitted for approval seventy-two (72) hours prior to the effective date of the vacation period. Vacation requests of two (2) working days will be submitted for approval 7 calendar days prior to the effective date of the vacation period. Requests will be submitted for approval twenty (20) days prior to the effective date of the vacation period for requests in excess of two (2) working days, the Sheriff or his designee may reduce the specified time frames, but the exception cannot be grieved.

D. Unused vacation time may be carried over into the following year with consent of the Sheriff.

E. Vacation will be governed by O.R.C. 325.19 for accumulation. Every effort will be made to schedule an employee's vacation in the year earned.

F. An employee whose scheduled vacation falls within a week containing a paid holiday will not have the holiday charged against vacation time. An employee so affected shall be granted an additional vacation day to be scheduled at the request of the employee with the Sheriff's approval.

G. Effective December 1 of each year a vacation bid roster will be posted for thirty (30) calendar days. Each employee will be able to bid for one (1) week of vacation based upon seniority. All other vacation time will be requested as specified in section C of this article.

ARTICLE 16
HOLIDAYS

A. Holidays.

1. The Department shall observe the following as holidays.

   New Year's Day
   Martin Luther King Day
   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Columbus Day
   Veterans Day
   Thanksgiving Day
   Christmas Day

2. An employee required to work on one of the above listed holidays shall be paid holiday premium pay, at the rate of one and one-half times (1 1/2) his regular rate of pay plus the regular hours of scheduled work for all hours worked during the holiday. An employee who does not work on a holiday due to an approved leave of absence shall receive his regular rate of pay for all hours the employee is regularly scheduled to work. If the holiday falls on an employee's regularly scheduled day-off, the employee shall receive eight (8) hours holiday pay.

3. Holidays shall consist of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting time thereto on the holiday. Holidays shall be observed on the actual holiday date of occurrence. One vacation day may be taken before or after the holiday subject to approval of the appointing authority on a first come first serve basis.

B. Holiday Eligibility.

1. A new employee must have no less than ninety (90) days of work since his last hire to be eligible for holiday pay for holidays not worked.

2. To be entitled to holiday premium pay an employee must be on actual time worked his first scheduled day before and after a holiday, or receive pay for those days. To be entitled to holiday"straight time pay", an employee must be on the active payroll (i.e., receives pay) on his last regular workday before and his regular workday after the holiday. A bargaining unit member who is on vacation during a holiday will be paid that day as a holiday and the bargaining unit member will receive another vacation day.

3. Bargaining unit members who call off sick on a scheduled holiday will be required to furnish a doctor's statement to be paid the holiday pay.

C. Employee's Birthday Holiday.

1. Employees will be scheduled off work on their birthday.

2. Sheriff's Office records showing date of birth will establish official birthday for employee under this Article.

3. An employee's birthday that falls on his/her scheduled day will be scheduled off work on another work day for their birthday no later than the pay period following their birthday.

D. National Police Memorial Day

1. Sheriff will grant the bargaining unit members one-half of a scheduled shift in compensatory time on May 15th, each year of the agreement. (i.e., for 8 hours – 4 hours comp time, for 10 hours – 5 hours comp time, for 12 hours – 6 hours comp time.)

ARTICLE 17
LEAVES OF ABSENCE

A. Funeral Leave.

1. In the case of a death in the employee's immediate family (as defined in subsection 2 below) up to three (3) days leave with pay may be granted for the funeral, two (2) days with pay not charged to any other leave, one (1) day of which must be the day of the funeral. One (1) of said three days funeral leave shall be deducted from an employee's accumulated sick leave, with two days at no charge to accumulated leave. Any questions arising under this Section will cause the burden of proof to be on the employee. Funeral leave may be granted for the attendance of another member of the employee's family at the sole discretion of the Sheriff.

2. Immediate family shall be defined as:

a. spouse;	h. father-in-law;
b. child/stepchild;	i. sister-in-law;
c. mother/stepmother;	j. brother-in-law;
d. father/stepfather;	k. son-in-law;
e. sister/stepsister;	l. daughter-in-law;
f. brother/stepbrother;	m. grandparents; and
g. mother-in-law;	n. grandchildren.

3. In the case of the death of an immediate family member, said employee may request up to two (2) additional days off, said leave to be approved at the sole discretion of the Sheriff, or his designated representative. Such additional leave granted at the Sheriff's discretion would first be deducted from the employee's vacation leave or an employee's compensatory time bank. In the event the employee has no vacation leave or compensatory time available, the Sheriff may grant the employee the use of sick time. In the event the employee has no sick time available, the Sheriff may grant an unpaid leave of absence to the employee.

B. Jury Duty.

An employee serving jury duty will be granted time off with pay for the time lost during his regular work week. Employees shall turn in their jury duty slips upon completion of jury service and shall be paid the difference between jury fees and regular pay. If an employee is excused from jury duty during his workday he shall report back to work within a reasonable amount of time.

C. Pregnancy Leave.

Following the expiration of an employee's twelve (12) weeks of Family Medical Leave provided pursuant to paragraph G of this Article, Sheriff's Department employees shall, upon written request to the Sheriff, be granted a pregnancy leave without pay for a period not to exceed four (4) months.

D. Sick Leave.

1. Accumulation.

   a. Sick leave shall accumulate at the rate of four and six-tenths (4.6) hours per eighty (80) hours of work completed.

2. Approved Use.

   a. An employee shall be granted leave with full pay for actual illness or injury, confinement by reason of quarantine, serious illness or a member of the employee's immediate family who is a permanent resident in his home upon certification from a physician stating the employee's need to care for the ill family members, and/or non-routine visit to a physician or dentist for medical care up to the number of accumulated sick days the employee has earned. The payment of sick leave is contingent upon the approval of such statement by the Employer. The submission of a written signed statement or physician's certificate shall be approved. However, the falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. Employees absent on sick leave for a period of three (3) consecutive work days (24 hours for those assigned to 8hr work days, 30 hours for those assigned to 10hr work days, and 36 hours for those assigned to 12hr work days) in a work week shall be requested to provide a physician's statement verifying the nature of the illness and attesting to the employee's fitness to return to work, as well as the expected date of return to work. The Sheriff may deny the use of sick leave for any requested leave if the employee fails to provide a qualifying reason for the leave.

   When sick leave is used, it shall be deducted from the employee's sick leave credit in minimum increments of one-quarter hours 15 (fifteen minutes). Employees shall not use sick leave to cover tardiness that occurs do to non-medical related incidents.

Effective upon the signing date of this Agreement, after five (5) unexcused uses (occurrences) in the one year period to begin each January first, the next unexcused sick leave uses shall be without pay up to the number of hours of the employee's regularly scheduled shift. (That is, the first hours of sick leave use up to the number of hours of the employee's regularly scheduled shift in a calendar year will be without pay). Unexcused sick leave shall be defined as any incident of sick leave not excused by a doctor's note. Similarly, unexcused sick leave shall not include previously scheduled doctor's appointments. In the event the County returns to a conventional insurance plan, five (5) unexcused uses (occurrences) will revert back to three (3) uses (occurrences).

b. An employee injured on the job may choose to file for Workers' Compensation rather than use his/her sick leave days. Employees who receive Workers' Compensation must pay back any sick leave paid by the Department for the period for which Workers' Compensation is paid.

c. The Employer may require an employee to take an examination if it has a concern about the employee's ability to perform the duties of their positions, conducted by a licensed physician to determine the employee's physical or mental capability to perform the duties of the employee's position. The cost of such examination shall be paid by the employer. If the employee disagrees with the determination of the first examination, the employee may be examined by a physician at the employee's expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen be the first two physicians. The cost of the third physician shall be paid by the Employer. If the employee is found not qualified due to illness or disabling condition, the employee may be placed on sick leave, leave without pay or disability separation.

d. Sick leave usage shall be used during performance reviews as a component of the employee's work record. Usage that is considered starts with the signing date of the 2007 to 2010 agreement.

E. Military Leave.

The parties shall adhere to all applicable state and Federal laws as it relates to military leave.

F. Family and Medical Leave.

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:

    a. to care for a newborn son or daughter;

    b. for placement of a son or daughter with the bargaining unit member for adoption or foster care;

    c. to care for a seriously ill spouse, child or parent; or

    d. because of their own serious health condition.

    Entitlement to childcare shall end upon the child reaching age (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the County at least a thirty (30) days notice, or as much notice as practicable in foreseeable situations.

3. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example, 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)

4. Medical certification shall be required to substantiate leave for the reasons stated above with the County having the option of requiring second and third opinions. Medical certification shall include the following:

    a. the date the condition began;

    b. the probable duration of the condition;

    c. appropriate medical facts regarding the condition and the necessity for the leave; and

    d. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.

    a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the County may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the County paying the County's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The County may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

7. For the purpose of this article, the following definitions shall apply:

    a. "Serious health condition"- an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

    b. "Reduced leave schedule"- a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

8. The County operates on a rolling twelve-month period from the date of application of FMLA. Eligibility will be established by the previous twelve-months employment from the date of first application and the employee shall be entitled to 12 weeks leave in the twelve-month period forward from the first date of application for FMLA.

G. Leave of Absence Without Pay

1. Purpose:

   Leave of absence without pay may, at the Employer's discretion, be granted for any legitimate purpose subject to approval, including but not limited to, the following:

   a. To further a member's education. (Ordinarily, such a leave will be granted only if the leave will directly benefit the County as well as the individual and provided the member agrees to return to County employment for a specified period of time after such leave.)

   b. To attend funerals not covered by paid leave.

   c. For other reasons approved by the Sheriff at his sole discretion.

2. Procedure:

   A member desiring to apply for a leave of absence without pay should submit an application to the Employer outlining the reason for the request

3. Conditions:

   All such leaves will be granted in writing. The length of and other conditions of each leave granted will be determined by the facts and circumstances of the case. All fringe benefits cease while a member is on leave without pay. The member may continue the health insurance coverage at his or her own expense and shall receive the benefit of available group coverage conversion.

ARTICLE 18
SICK LEAVE CONVERSION UPON RETIREMENT

A. Employees who have attained ten (10) years' service with the state or any of its political subdivisions at the time of retirement from active service may convert one-fourth (1/4) of unused accrued sick time up to a maximum payout of two hundred eighty (280) hours of accumulated sick leave upon retirement from the Brown County Sheriff's Office.

B. Employees of the Brown County Sheriff's Office who have taken a cash pay out from another public agency in Brown County involving sick leave conversion (unless such conversion was caused by employee disability) shall have said number of days deducted from the thirty (30) days

maximum payment they could be entitled to from the Brown County Sheriff's Office. This does not apply to employees from another public agency in Brown County whose sick leave conversion was taken because of physical or mental disability.

C. Employees who are discharged for just cause or who sever with less than ten (10) years service with the Brown County Sheriff's Office are not entitled to sick leave conversion under this Article.

D. In case of the death of an employee of the Brown County Sheriff's Office, accrued but unused sick leave shall be paid to said employee's estate in accordance with "A" and "B" above, regardless of their time in service with the County.

1. If the family of the deceased requests a formal funeral, they may retain one complete uniform and accessories, excluding gun and leather purchased by the Employer. All other equipment, uniforms, accessories shall be returned to the Brown County Sheriff's Office.

2. In the event that an employee is killed in the line of duty, the Sheriff's Office shall reimburse the costs of the funeral up to$10,000.

ARTICLE 19
FOP LODGE SECURITY AND BULLETIN BOARD

A. FOP Lodge Security.

1. The FOP Lodge shall be permitted, upon approval by the Sheriff, which shall not be unreasonably withheld, to hold meetings for all bargaining unit members at a Sheriff's Office workday. Except in an emergency situation, the Lodge shall provide at least seventy-two (72) hours written notice to the Sheriff prior to the time of the meeting, stating the time, date and requested location of the meeting.

2. The Sheriff's Office agrees to hold the requested approved location open for use by the Lodge on the date and the time specified in the FOP Lodge's notification to the Sheriff. However, if it is not practicable for the Sheriff's Office to provide the requested location to the Lodge, the Sheriff's Office will so notify the FOP Lodge and make every effort to provide for an alternative meeting location in another Sheriff's Office work site.

B. FOP Lodge Business.

Representatives of the FOP Lodge shall be permitted to transact official FOP Lodge business at Sheriff's Office work sites at all reasonable times, provided that this shall not interfere with or interrupt normal Sheriff's Office operations.

C. Bulletin Board.

The Sheriff's Office shall provide the Union with one (1) bulletin board. No notice or other writing may contain anything political or critical of the Sheriff's Office, the County, any County official, any other institution, any employee or other person. All notices or other material posted on the bulletin board must be signed by an official representative of the Union. Upon violation of any provision of this section, the Union will remove said material upon request.

ARTICLE 20
EDUCATIONAL PROGRAM

A. Each employee shall be granted the opportunity to attend a minimum of one (1) educational program or school of his/her choice each year as the budget may allow. The program school must pertain to subject matter dealing with that employee's divisional assignment, and shall be at no cost to that employee. Educational benefits shall be made available to all employees on an equal and rotating basis.

B. A new employee of the Sheriff's Office hired as a Road Deputy, Corrections Officer or Dispatcher who receives County paid training (tuition to the Ohio Peace Officers School, 440 hours) in order to attain certification as a sworn deputy under O.R.C. Section 311.04 will agree, as a condition of employment, to work for the County for a period of 12 months after completion of the training or to reimburse the County a prorated share of training costs. The prorated amount will be determined by the percentage amount of the 12-month period completed multiplied by the tuition cost. (Months completed divided by 12 months = %; % multiplied by tuition cost = amount to be repaid. Example: employee worked 6 months = .5 x $675 = $337.50.) The 12-month period is not a guarantee of continued employment with the Brown County Sheriff's Office; employees may be terminated for just cause or removed during their probationary period under Article 7.

C. Any State of Ohio required training, after date of hire, which is mandated in order to maintain a Peace Officers Commission, Corrections Officer Certification, Dispatchers Certification, including firearms qualification shall be provided by the Brown County Sheriff's Office at no expense to

the Bargaining Unit Member. Approval for scheduling and attendance of any such training is at the sole discretion of the sheriff and related to the availability of funds.

D. Paramedic: Any State of Ohio required training, after date of hire, which is mandated in order to maintain certification as an EMT-Paramedic as set forth in Ohio Revised Code, shall be provided by the Brown County Sheriff's Office at no expense to the Bargaining Unit Member. Bargaining Unit Members shall be compensated in accordance with this agreement for all time associated with the mandated training up to the rate of pay for a normal work day.

ARTICLE 21
EQUIPMENT

A. The Sheriff's Office shall pay the full cost of replacement of any article or uniform or equipment required with the uniform when it is worn out or damaged beyond usable repair in the line of duty subject to the availability of funds in the budget of the Sheriff's Office.

B. All officers of the Brown County Sheriff's Office will be issued and must use the standard Sheriff's Office handgun and holster, unless otherwise approved by the Sheriff, or designee.

1. All officers will qualify with this weapon; and

2. All officers will only carry the Sheriff's Office -approved weapon while on duty.

C. The Sheriff will provide the following health and safety issues for members of the bargaining unit:

1. Adequate first aid equipment as determined by the Sheriff.

2. A psychologist or psychiatrist designated by the Sheriff for post shooting trauma counseling for any bargaining unit member involved in a shooting incident, at no cost to the employee; the Sheriff's office will cover the cost not reimbursed by the employee's health insurance cost.

3. Rubber gloves and disinfectant soap or cream shall be made available to bargaining unit personnel who may come into contact with fluids containing blood borne pathogens.

4. The Sheriff's office will provide at no cost to the bargaining unit member, vaccinations for Tuberculosis (TB) and Hepatitis B. Bargaining unit members who decline to be vaccinated will be required to sign a waiver declination. Bargaining unit members who are exposed to Blood Borne Pathogens such as Aids may request to be given a test at no cost to the bargaining unit member, while the Sheriff will be given a copy of the test results, these results will be confidential and not released to the public.

5. The Sheriff will provide each bargaining unit member who is a sworn Deputy Sheriff with approved bullet-protective body armor, which will be worn at all times on duty. The Sheriff will replace these vests in accordance with manufacturer's specifications.

D. The County will reimburse all bargaining unit members for any damaged eye wear or any other medically necessary health items destroyed in the line of duty and such destruction or damage is not the result of deliberate damage or horseplay and up to $40.00 per year for a watch damaged on duty. These items must be damaged in the line of duty and a report filed on the incident with the Sheriff for approval. Subject to the discretion of the Sheriff, bargaining unit members shall be reimbursed for footwear damaged in the line of duty up to one hundred and fifty dollars $150.00. The bargaining unit members agree that any restitution made by the court system, or any third party to the bargaining unit members shall be paid to the County up to the above amount.

E. Bargaining unit members assigned to investigations, as the Administrative Assistant and Administrative Deputy shall receive an annual payment on or around January 1 in the amount of four hundred and twenty-five dollars ($425.00) to purchase plain clothes in lieu of a uniform. Bargaining unit members will be required to wear appropriate clothing as required by the Employer.

F. Bargaining unit members may, at the discretion of the Sheriff, be issued cellular phones to use while performing the assigned duties of a deputy sheriff so long as offered by the County. In no event will a bargaining unit member be required to furnish a cell phone for work purposes. Personal calls are permitted on issued phones however reimbursement for personal time used may be required at the discretion of the Employer.

G. The full time Paramedic on call will be required to maintain a cell phone that he will be available on when not at the Sheriff's Office. The Sheriff agrees to reimburse the paramedic twenty-five dollars ($25.00) monthly for this requirement. Should the Paramedic not have their own personal

cell phone or should the Sheriff decide issuing a cell phone is a more cost effective decision, the Sheriff shall issue a cellular phone to the paramedic at no expense to use for performing his assigned duties. Personal calls are permitted on issued phones however reimbursement for personal time used may be required at the discretion of the Employer.

ARTICLE 22
DISCIPLINE

A. Discipline for Cause.

1. No bargaining unit member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. Discipline will be issued by the Employer within thirty (30) calendar days of the date the Employer becomes aware of the allegation giving rise to the discipline. The parties may agree to extend the thirty-day timeline.

2. Discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, and the nature of the infraction.

3. The level of discipline shall be equal with the infraction up to and including removal. The Employer may place an employee on administrative leave with pay while investigating a disciplinary matter.

4. The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

B. Sheriff's Office Hearings.

1. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference shall be arranged. The employee may have a union representative and/or union official present at the pre-disciplinary conference. The employee shall be responsible to notify the union representative and/or union official.

2. Prior to the pre-disciplinary conference, a written statement of all charges, specifications and disclosure of available material in the possession of the Sheriff's Office shall be provided to the bargaining unit member. At the pre-disciplinary conference, the bargaining unit

member shall be permitted to be accompanied by a FOP representative and/or union official. The bargaining unit member or his designee will be allowed to call witnesses material to his defense. The bargaining unit member shall have the opportunity to confront and cross-examine his accuser(s).

3. When the nature of the offense is such that immediate disciplinary action is required, the Sheriff may, at his/her discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Any suspension shall be for a specific number of hours which the employee would normally work. Suspension hours can be deducted from an employee's vacation, compensatory time or holiday banks upon mutual agreement. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension.

4. If an employee is called to an investigatory interview during an investigation into allegations of misconduct, an employee shall be provided a Garrity warning and otherwise advised of his rights prior to being required to answer any questions subject to discipline for insubordination.

    a. A bargaining unit member who is charged, or his FOP representative, may make a written request for a continuance. Such request will not be unreasonably denied. The length of such continuance shall be mutually agreed upon.

    b. The Employer will make all good faith efforts to notify the affected bargaining unit member of any charges or of any decision reached as a result of a Sheriff's Office hearing prior to any public statement.

C. Action of Record.

At any time an inquiry concerning a bargaining unit member occurs wherein disciplinary action of record (suspension, reduction or removal) will or may result, the bargaining unit member will be notified in writing prior to the inquiry that such result is possible. This Section does not limit the Sheriff's ability to make minor verbal informal inquiries.

D. Duration of Record.

1. All disciplinary actions will be removed from the bargaining unit member's personnel file after three (3) years provided no other disciplinary action has occurred during that time period.

2. The exception to this being that any record of written reprimand will be removed from his file upon the written request of the member one (1) year after such reprimand was given if no further disciplinary action has occurred. The written request shall also be removed from the bargaining unit members file.

3. In any case in which discipline is disaffirmed through the grievance procedure or by a court of competent jurisdiction, such record shall be immediately removed from the personnel file.

ARTICLE 23
GRIEVANCE PROCEDURE

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

B. The parties specifically agree that the grievance procedure is the exclusive and sole remedy of the parties herein.

C. All grievances must be filed using the grievance form as provided by the Employer and, in order to be considered must contain the following information:

1. the aggrieved employee's name and signature;

2. the aggrieved employee's classification;

3. the date the grievance was first discussed and name of the supervisor with whom the grievance was discussed;

4. the date the grievance was filed in writing;

5. the date and time the grievance occurred;

6. the location where the grievance occurred;

7. a description of the incident giving rise to the grievance;

8. the specific Article(s) and Section(s) of this Agreement allegedly violated; and

9. the desired remedy to resolve the grievance.

D. Representatives.

1. Each employee shall be afforded the right to representation of his choice at any time during the Grievance Procedure. The schedule of the representative shall be adjusted by the Employer to allow for time off without pay during the Steps of the Grievance Procedure.

2. The Union shall furnish the name of the Union Representative who shall be responsible for the investigation of grievances. Said person shall be allowed to investigate and confer with employees regarding a grievance with pay during breaks upon approval of his immediate supervisor, with said approval not unreasonably withheld.

E. The procedure shall consist of four (4) steps. An employee filing a grievance of a non-disciplinary nature must utilize each Step before action within the following Step may be undertaken. Grievances dealing with disciplinary actions other than disciplinary action under Article 22: Discipline, Section D, will be filed directly into the Second Step. Employees and supervisors are urged to attempt to resolve differences informally prior to the implementation of the Grievance Procedure. No grievance shall be considered or adjusted unless the same has been commenced within four (4) actual working days after the occurrence of the act or acts. Grievances not appealed to the next Step of the procedure will be settled on the basis of the Management decision in the prior Step. Grievances not answered in a timely manner automatically go to the next Step of the procedure. Time limits of any Grievance Step may be extended by mutual agreement of the participants. Grievance forms will be provided by the Brown County Sheriff's Office. At any time, the Union member may withdraw his grievance and the same shall be a bar to the Union proceeding therewith.

F. Grievance Procedure.

1. Step One.

a. The affected employee will verbally discuss the problem and the circumstances surrounding it with his immediate supervisor.

Failing to resolve the grievance orally, the employee shall reduce the grievance to writing.

b. Once the complaint is reduced to writing, which must be done within two (2) working days from the unsuccessful conclusion of the oral discussion in F-1-a immediately above, it must be signed and dated by both the supervisor and the employee. The supervisor must then given the employee a written response within ten (10) working days. The employee will sign and date the response.

2. Step Two.

a. The Second Step of the Grievance Procedure starts with a written appeal of the supervisor's response given in Step One (F-1-b). This appeal must be made within three (3) working days to the Chief Deputy.

b. Within three (3) working days of the appeal, the Chief Deputy will hold a meeting with the grievant and, within ten (10) working days from the close of said meeting, will render a decision to the employee in writing.

3. Step Three.

a. The employee may wish to appeal the decision of the Chief Deputy Step Two (F-2-b) to the Sheriff or his designated representative. This appeal must be filed within three (3) working days.

b. Upon receipt of the employee's appeal (F-3-a), the Sheriff will schedule a hearing within three (3) working days and notify the employee in writing of the time, place and date of the hearing.

c. Upon the conclusion of the hearing in Step Three (F-3-b), the Sheriff or his designated representative will issue a final decision on the grievance within ten (10) working days.

4. Step Four.

a. If the grievance is not satisfactorily resolved at Step Three (F-3-c), it may be submitted to arbitration upon the request of the Union in accordance with this Section of this Article. Only the Union may grieve a matter to arbitration.

b. The parties, based upon the facts presented, have the right to decide whether to arbitrate a grievance. Within ten (10) working days from the date of the final answer on such grievance under Step Three (F-3-c) in the Grievance Procedure, the grieving party shall notify the other of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. Either party may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or his designated representative.

c. After receipt of request to arbitrate, the parties shall jointly submit a request within forty (40) days of the date of the appeal to the Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS) for a list of arbitrators. The employer and the union agree to split equally the cost of the FMCS or AMS list. The party requesting the arbitration shall strike the first name. Thereafter, each side shall alternately strike a name from the list until one remains. The name of the arbitrator selected shall be forwarded within ten (10) working days.

d. The arbitrator shall have jurisdiction only over disputes arising out of grievances as described above and in reaching his decision, the arbitrator shall have no authority to add or subtract from or modify in any way any provisions of this Agreement or concerning the establishment of wage rates not negotiated as part of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

e. No award of any arbitrator shall be retroactive for a period prior to the four (4) day period for filing grievances. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

f. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).

g. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Department's payroll, the award so awarded will be less any unemployment compensation or earned wages from whatever source and shall not include the assumption that the employee would have worked overtime during the period of separation from the Department's payroll.

h. Any matter not presented in the prior steps of the Grievance Procedure will not be presented in arbitration, unless the parties introduce new facts by mutual agreement.

i. All decisions of arbitrators consistent with the powers enumerated above and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the County, Union and the employees.

j. The costs of the arbitrator, including the travel expenses, hearing room, etc., shall be borne equally by the Employer and the Labor Council.

k. The costs of any copies of the arbitration transcript shall be paid by the requesting party.

l. Failure of probation is not subject to the Grievance Procedure.

m. Any aggrieving employee is entitled to representation by a member of the Union without pay.

ARTICLE 24
WAGES

A. The following pay scale shall go into effect as of January 1, 2012, 2013 and 2014 for members of the bargaining unit. The wage scale represents a $0.50, $0.30 and $0.30 wage increase for years 2012, 2013 and 2014 respectfully.

POSITION	LENGTH	01-01-2012	01-01-2013	01-01-2014
COOK	0-1 year	$13.85	$14.15	$14.45
	2 or more	$14.55	$14.85	$15.15
ADMINISTRATIVE ASSISTANT	0-1 year	$15.50	$15.80	$16.10
	2 or more	$16.20	$16.50	$16.80
PARAMEDIC	0-1 year	$18.00	$18.30	$18.60
	2 or more	$18.70	$19.00	$19.30
CORRECTIONS OFFICER	0-1year	$13.95	$14.25	$14.55
	1-2 years	$14.86	$15.16	$15.46
	2-3 years	$15.14	$15.44	$15.74
	3-4 years	$15.38	$15.78	$16.08
	4+ years	$15.53	$15.83	$16.13
CORRECTIONS CORPORAL	0-1 year	$15.80	$16.10	$16.40
	2 or more	$16.15	$16.45	$16.75
ADMINISTRATIVE DEPUTY	0-1-year	$15.75	$16.05	$16.35
	1-2 years	$17.00	$17.30	$17.60
	2-3 years	$17.35	$17.65	$17.95
	3-4 years	$17.51	$17.81	$18.11
	4+ years	$17.61	$17.91	$18.21
COURT SERVICES DEPUTY	0-1 year	$14.74	$15.04	$15.34
	1-2 years	$15.51	$15.81	$16.11
	2-3 years	$15.84	$16.14	$16.44
	3-4 years	$15.99	$16.29	$16.59
	4+ years	$16.04	$16.34	$16.64
COURT SERVICES CORPORAL	0-1 year	$16.25	$16.55	$16.85
	2 or more	$16.55	$16.85	$17.15
ROAD DEPUTY	0-1-year	$15.75	$16.05	$16.35
	1-2 years	$17.00	$17.30	$17.60
	2-3 years	$17.35	$17.65	$17.95
	3-4 years	$17.51	$17.81	$18.11
	4+ years	$17.61	$17.91	$18.21
ROAD CORPORAL		$18.30	$18.60	$18.90

B. Longevity Pay

Length of Service with the Brown County Sheriff's Office

5 years	$0. 20/hr.
10 years	$0. 25/hr.
15 years	$0. 30/hr.
20 years	$0. 35/hr.

C. Employees classified as a Road Deputy may request to be transferred to Court Services, subject to the approval of the Sheriff. Upon the approval of the Sheriff, the Road Deputy shall be transferred to Court Services without loss of pay. However, a Road Deputy transferring to Court Services shall not be eligible for a wage or step increase until the Court Services wage rate is the same or greater than the Deputy's wage rate at the time of transfer. Employees who request this transfer and are permitted to transfer shall not be permitted to transfer back to the Road until such time that an opening exists.

Corrections officers who are moved to either Court Services or the Road who are making more as the result of their time of service with the Brown County Sheriff's Office than the starting salary of the new position will suffer no loss of pay as a result of the move. Instead, employees will have their pay frozen at the current rate until their time in service at the new classification is more than their current rate of pay.

D. The Brown County Sheriff's Office will pay fifty cents ($0.50) per hour shift differential to all bargaining unit employees assigned to night shift (6p to 6a).

E. Off Duty Details

1. New details will be posted for sign up. Eligible bargaining unit members will be given first priority to bid on any off duty detail. For the first ninety-six (96) hours of posting, eligible bargaining unit members will only be permitted to sign up for one detail based upon seniority. After the first 96 hours, the details are open for any eligible employee.

2. Bumping a less senior eligible bargaining unit member is not permitted within seven (7) calendar days of the detail.

3. If a more senior eligible bargaining unit member bumps a less senior eligible bargaining unit member from a detail and is not able to work the detail, the detail reverts back to the Deputy last signing up for the detail who had been bumped.

4. Employees who sign up for a detail but decide to cancel within forty-eight (48) hours of the off duty detail, the employee is required to obtain a replacement to fill the detail.

5. In the event an employee fails to show for a detail for which they signed-up, the employee is ineligible to sign up for any further off duty details for a period of thirty (30) calendar days.

C. Voluntary Fitness Bonus

1. Annually, at a time established by the Employer, employees may voluntarily participate in a physical fitness review. Employees voluntarily completing and passing modified OPOTA physical fitness standards attached to this Agreement are eligible to receive an annual payment fitness bonus of three hundred dollars ($300). The Employer reserves the right to modify the fitness standards or discontinue the voluntary fitness bonus provided advanced notice is provided to the Union.

2. Participation in the Employer's fitness program is entirely voluntary. Employees choosing not to participate shall not be eligible for the bonus.

D. Off Duty Detail Rate

In 2012, except where agreed otherwise at the time of the signing of this Agreement, employees working off-duty details shall receive $24.50/hr. Effective January 1, 2013, employees working off-duty details shall receive $25.00/hr. Effective January 1, 2014, employees working off-duty details shall receive $25.50/hr.

ARTICLE 25
HOSPITALIZATION

A. The Brown County Sheriff's Office will offer medical insurance coverage for eligible bargaining unit employees pursuant to the same terms and conditions as insurance is offered to all other non-bargaining, General Fund Brown County employees, except where such terms and conditions are expressly modified by this Article. Effective April 1, 2012, the Brown County Sheriff's Office will contribute the same amount for each employee's monthly health care premiums as is contributed to other non-bargaining County General Fund employees for coverage, except that the Employer shall contribute a minimum of eighty-five percent (85%) of the monthly premium toward the cost of the employee's insurance premium and eligible bargaining unit employees shall contribute fifteen percent (15%). In no event will bargaining unit members pay more for insurance than any other non-bargaining, General Fund employees.

Should other non-bargaining Brown County General Fund employees be offered a "holiday" or "reprieve" from premium contributions, the same benefit will be offered to employees covered by this agreement.

B. It is agreed and understood that the schedule of benefits for bargaining unit employees electing insurance coverage shall be the same as procured by the Board of County Commissioners and set forth for all other Brown County non-bargaining General Fund employees, including all conditions, payments and premium contributions as specified or required by individual carriers/providers of the health insurance plan and/or the County.

In the event the County continues to utilize a Health Savings Account ("HSA"), the County will partially fund the HSA of bargaining unit employees electing coverage in the following amounts on an annual basis in the following amounts (whichever is greater):

Single Coverage: $1500 or sixty (60) percent of deductible
Employee and Spouse: $3000 or sixty (60) percent of deductible
Employee and Child: $3000 or sixty (60) percent of deductible
Family: $3000 or sixty (60) percent of deductible

The Employer's portion of the employee's HSA will be funded in pro-rata monthly contributions. The Employer shall contribute a minimum of one hundred and twenty-five dollars ($125) per month for each eligible bargaining unit employee electing Single coverage. Additionally, the Employer shall contribute a minimum of two hundred and fifty dollars ($250) per month for each eligible bargaining unit employee electing either Employee and Spouse, Employee and Child, or Family coverage. This number will increase in accordance with any increase specified above. However, employees electing coverage under the County's health insurance plan may seek assistance with medical and prescription costs on a case-by-case basis consistent with the County's Health Savings Hardship Policy effective April 1, 2010.

It is further agreed and understood that during the term of this Agreement, such individual carriers/providers may, through no fault of the Employer, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

Additionally, it is agreed and understood that during the term of this Agreement specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider.

A bargaining unit employee's eligibility to obtain County health insurance benefits is based upon the following:

1. An employee who is on the active payroll (receives pay) for a period of five (5) days in any month is entitled to this benefit.

2. An employee who does not receive pay for at least five (5) days in any month will be responsible for payment of the total premium due for continued hospitalization coverage.

C. The Brown County Sheriff's Office will continue to provide a $10,000 AD & D policy in conjunction with the hospitalization policy as stated in paragraph A above.

D. The Brown County Board of Commissioners shall be the sole arbiters of the carrier of the Brown County hospitalization plan.

E. The Employer shall continue to try to make available to bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The Employer will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the Employer uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another. Should the group and hospitalization insurance coverage and benefits change, the Employer, upon written request of the Union, agrees to meet in good faith, consider options and discuss the effects of the changes. Written request from the Union must be presented within fourteen (14) calendar days of the notice of the change.

F. The Employer reserves the right to institute cost containment measures relative to insurance coverage, so long as it tries to maintain a substantially similar level of benefits. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures. Should the group and hospitalization insurance coverage and benefits change, the Employer, upon written request of the Union, agrees to meet in good faith, consider options and discuss the effects of

the changes. Written request from the Union must be presented within fourteen (14) calendar days of the notice of the change.

G. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, bargaining unit member or beneficiary of any bargaining unit member.

H. Employees who are eligible for the County's health insurance and waive coverage and at the completion of twelve (12) months without coverage shall receive a payment of one thousand dollars ($1000) per year by way of separate check. Employees will be required to show they have proof of health insurance coverage to be eligible for payment. Employees receiving medical insurance benefits through another family member working for Brown County will be eligible for the one thousand dollar ($1000) payment. In the event that the employee opts back into the coverage during the twelve (12) month period, the employee will be paid a pro-rata portion of the bonus for each month during which he/she opted out of coverage. Employees who are not enrolled in the Health Plan shall be eligible for payment on April 1 of each year, provided that they are otherwise eligible pursuant to the above terms.

I. In the event that the County returns to a "conventional or traditional" health insurance coverage plan similar to the type of coverage plan in effect prior to April 1, 2009, the Employer shall pay a minimum of eighty-five percent (85%) of the monthly premium of the plan chosen from the hospitalization, surgical, major medical plan or HMO plan made available to eligible bargaining unit employees of the Brown County Sheriff's Office, whereas, eligible bargaining unit employees electing coverage shall pay fifteen percent (15%) of the monthly premium. In no event will bargaining unit members pay more for insurance than any other non-bargaining, General Fund employees.

ARTICLE 26
MAINTENANCE OF STANDARDS

A. This Agreement will be the sole recourse available to employees represented by the Union accordingly under Ohio Revised Code Section 4117.10(A).

B. This Agreement supersedes all other agreements, clauses and memorandums between the Brown County Sheriff's Office and employees in the bargaining unit, and unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

C. The Employer shall not change any current practice with any financial impact without first notifying the Union and negotiating the impact and alternatives to any such action.

D. The final copy of the agreement will be produced by the FOP/OLCI.

E. Copies of Agreement: The FOP/OLCI will provide each covered employee, at no cost to the employee or employer, a copy of this Agreement once it is ratified by both parties.

ARTICLE 27
SEVERABILITY

A. It is the intent of Management and the Union that this Agreement comply, in every respect, with applicable law. Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, that such provision shall automatically be terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, Management or its designated representative and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the unlawful Article or clause.

ARTICLE 28
ALCOHOL AND DRUG TESTING

A. Alcoholism and drug abuse or addiction is recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist

on an alcohol and drug-free environment and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

B. Appropriate Management or supervisory personnel may order any on-duty employee of the Department to undergo a drug or alcohol screening test, either randomly or whenever there is probable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. An employee may of his own volition, even if he is not ordered to do so, may undergo a drug or alcohol screening test if he is involved in an accident or injury while on the job. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

C. All tests will be conducted by certified professional personnel. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer will order the employee to undergo a confirmatory test at a different laboratory if available. A positive result from an alcohol test means a level of impairment as outlined under O.R.C. 4511.19(3). The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete.

D. If the screening test and confirmatory test are positive, the Employer may discipline the employee unless the employee enrolls in a rehabilitation or detoxification program. Such discipline will be in accordance with Article 11 of this Agreement. An employee who notifies the Employer that he is an alcoholic may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed in a leave of absence without pay for a period of the rehabilitation or detoxification program. Employees off the payroll or on paid leave under this Section may not carry a firearm and do not possess the power to arrest. Upon the completion of such program, if a retest demonstrates that the employee is not abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic random retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

E. If the employee:

1. refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;

2. fails to complete a program or rehabilitation or detoxification; or

3. tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action up to and including discharge.

F. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

G. The Employer shall pay for drug and alcohol screening and confirmatory tests as well as for costs of a rehabilitation or detoxification program, which exceeds the amounts paid by insurance.

H. The Employer shall pay for drug and alcohol screening and confirmatory tests as well as for costs of a rehabilitation or detoxification program, which exceeds the amounts paid by insurance.

I. Employees must notify the Employer of any prescription drug use for period longer than 30 days, which may affect their job performance.

J. Any on-duty officer involved in a traffic accident, any accident causing bodily injury or any shooting incident shall submit to a drug and alcohol test as soon as possible after the incident. The results of said test will not be released until the officer has a copy of the results.

ARTICLE 29
PHYSICAL FITNESS

A. The Employer and the FOP have a mutual interest in the wellness of the members of the Brown County Sheriff's Office, and their ability to provide a service to the community.

B. The parties agree to a mandatory annual physical examination of all Bargaining Unit Members. The cost or insurance co payment shall be the responsibility of the Employer.

C. In the event of an impasse, or any other dispute regarding this Article the parties shall refer the matter to FMCS, or SERB for mediation proceedings. In the event that mediation is not successful the parties will

jointly ask the mediator for a verbal recommendation, and the parties shall abide by such recommendation.

D. This article can be cancelled at anytime at the discretion of the Sheriff.

E. The effective date of this article shall be April 1, 2001.

F. Employees shall be responsible for cost relating to any specialized training or health therapy necessary to receive an overall satisfactory score (any cost not covered by the enforcer health insurance plan).

ARTICLE 30
LABOR/MANAGEMENT COMMITTEE

A. A Labor/Management Committee shall be established to discuss matters of mutual concern such as:

1. Discuss the administration of this agreement;

2. Discuss grievances, when such discussions are mutually agreed to by the parties;

3. Disseminate general information of interest to the parties;

4. Consider and discuss health and safety matters relating to employees; and

5. Discuss any other items affecting the Labor/Management relationship.

B. The Committee shall consist of not more than two (2) representatives from the bargaining unit, the F.O.P. Staff Representative, the Sheriff, and two (2) representatives of the employer. The parties may have additional representatives present upon the prior notice and approval of the other party.

C. Either party may request to meet not more than once every six (6) months. Parties' not requesting a meeting in the allotted time frame does not constitute a violation of this agreement. Any meeting held under this procedure during the working hours of the involved parties shall not result in a loss of pay or benefits. Parties not on duty will not receive compensation for attendance at the meeting. A written agenda containing a description of the topics to be discussed must be submitted

by each party (7) days prior to the meeting along with the names of those representatives from each party who will be attending.

ARTICLE 31
WORK RULES

A. The Employer shall have the right to promulgate new work rules and/or policies or revise existing work rules and/or policies. The parties recognize that work rules in effect at the time of this Agreement shall remain in effect. The Employer agrees that new or revised written work rules or policies shall be provided the Union two (2) weeks in advance of their implementation, except in cases of emergency.

ARTICLE 32
HEALTH AND SAFETY

A. Defective Equipment

The Employer agrees to maintain all buildings, facilities and equipment owned and operated by the Sheriff's Office in a safe and healthful manner. The Sheriff's Office will attempt to correct unsafe working conditions and insure that safety rules and safe working conditions are followed by the employees.

B. Employee Responsibilities

The employees accept responsibility to properly use and care for all buildings, facilities and equipment and work areas in a safe manner and accept the responsibility to follow all safety rules and safe working methods. Employees shall be responsible for reporting any perceived unsafe or unhealthy buildings, facilities or equipment, and any unsafe practices by employees to the Sheriff's Office. Such complaints will be reviewed by the labor-management committee.

ARTICLE 33
CANINE OFFICER COMPENSATION

A. It is the Canine Officer's responsibility to feed, bathe, maintain a clean living environment, keep secure, and provide all health care needs for the assigned canine. It is also the Canine Officer's responsibility to ensure the well being of the assigned canine's health and to be cognizant of any health issues that could affect the canine's ability to perform the duties assigned. The Canine Officer shall be compensated for canine care and maintenance at a rate of three and one half (3 1/2) hours per calendar

week (30 minutes per day). This can be increased at the discretion of the Sheriff and will be uniformly applied to all officers assigned a canine. The Canine Officer will receive the compensation in the form of overtime pay, compensatory time, scheduled time off during each pay period or any combination of the above at the discretion of the Sheriff.

B. The Brown County Sheriff's Office shall be responsible for all charges that arise from veterinary bills, feed, yearly registration fees and all vaccinations required with prior approval. The dog shall be registered in the name of the Brown County Sheriff's Office until paragraph F becomes operative. When a Canine Officer is on Vacation and requests another Brown County Canine Officer to care for his dog, the vacationing officer will not receive Care and Maintenance hours normally earned. The regular Care and Maintenance hours normally paid to the Vacationing Officer will instead be paid to the officer providing the care.

C. Regular weekly training sessions with the other area handlers will be worked into the Canine Officer's posted work schedule, and the Officer will be paid accordingly.

D. On regularly scheduled non-training days the Canine Officer's regular shift may be scheduled at the discretion of the Sheriff or Chief Deputy.

E. It is agreed that the provisions outlined above fully compensate the Canine Officer for all off-duty tasks associated with the assignment as Canine Officer including, but not limited to, feeding, grooming, and transporting of the canine, clean-up, routine vehicle cleaning and maintenance, transporting the vehicle for maintenance, taking the canine for scheduled and unscheduled visits to the veterinarian, and picking up supplies for the canine.

F. Should the canine become unfit for service in Sheriff's Office operations at any time, ownership of the canine shall be offered to the Canine Officer without charge. At such time, the Canine Officer shall no longer be compensated in any manner for care of the canine and, if the officer accepts ownership, the officer shall assume all costs of ownership.

G. The Sheriff's Office reserves all management rights set forth in this Agreement as they relate to the canine officer program. Management may establish rules and regulations for the program not addressed by the agreements above. The Sheriff's Office in its sole discretion may make assignment changes and/or discontinue the canine program at any time.

ARTICLE 34
RETIREMENT

A. Sworn bargaining unit members that retire with at least ten (10) years of full time with the Brown County Sheriff's Office due to disability, age or time in service shall be presented with their badge, Agency patch and identification card upon retirement.

Non law enforcement personnel will be presented with a plaque or suitable case with the appropriate emblem or symbol of the Brown County Sheriff's Office indicating the years of service and any applicable awards encased.

B. Retiring bargaining unit members may purchase their department issued firearm for fair market value.

C. Bargaining unit members who retire as the result of a documented mental disability will not be eligible to purchase their department issued firearm.

ARTICLE 35
BARGANING UNIT WORK

A. The Sheriff's Office shall be permitted to use part-time employees in an amount equivalent to thirty-three percent (33%) of the bargaining unit to perform bargaining unit duties. If the Sheriff's Office decides to go above thirty-three percent (33%), the Sheriff's Office's decision to use additional part-time employees will be submitted to a Labor-Management for discussion prior to hiring the part-time employees. The parties may schedule an additional Labor-Management meeting to discuss the use of part-time employees.

B. If the use of additional part-time employees cannot be resolved during the Labor-Management meeting, the Union may submit a grievance to Step Three (Sheriff). The grievance may be pursued to arbitration to determine whether the Sheriff's decision to use additional part-time employees above 33% is arbitrary, capricious or unreasonable.

ARTICLE 36
DURATION

A. This Agreement constitutes the entire contract between Management and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management and the Union, for the duration of this Agreement, waive the right, and each

agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, which is subject to collective bargaining whether or not such subject or matter is referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.

B. This Agreement shall become effective as of January 1, 2012, except as otherwise indicated herein, and shall remain in effect up to and including December 31, 2014.

C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Signed this 4th day of June, 2012.

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

Mark Scranton, Staff Representative
FOP/OLC., Inc.

Tim Hubbard
Negotiating Team Member

Buddy Moore
Negotiating Team Member

Chad Noble
Negotiating Team Member

FOR BROWN COUNTY:

Dwayne Wenninger
Brown County Sheriff

Johnny Schadle, Chief Deputy
Brown County Sheriff's Office

Jessica Little
Brown County Prosecutor

COUNTY COMMISSIONERS:

Bill Geschwind

Ralph Jennings

Rick Eagan

AS PREPARED BY:

Mark Scranton
Staff Representative
FOP/Ohio Labor Council, Inc.
e-mail: markscranton.fopolci@yahoo.com

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	11-MED-10-1447
EMPLOYEE ORGANIZATION,	}	11-MED-10-1448
	}	11-MED-10-1449
and,	}	
	}	
BROWN COUNTY SHERIFF,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

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

cc: Mr. Dwayne Wenninger
bcsowebmaster@browncountyohiosheriff.us