



reement Between Licking County Sheriff's Office and Fraternal Order of Police, Ohio Labor Council,
Inc. – Deputies Unit

01-04-19
1345-03
18-MED-04-0354
K37518

AGREEMENT

BETWEEN THE

LICKING COUNTY SHERIFF'S OFFICE

AND THE

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

DEPUTIES

EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

SERB CASE NO. 2018-MED-04-0354

TABLE OF CONTENTS

ARTICLE 1	AGREEMENT	1
ARTICLE 2	PURPOSE	1
ARTICLE 3	CONFLICT, AMENDMENT, PRACTICE, AND SEVERABILITY.....	1
ARTICLE 4	GRAMMAR.....	1
ARTICLE 5	MANAGEMENT RIGHTS	2
ARTICLE 6	UNION RECOGNITION.....	3
ARTICLE 7	DUES DEDUCTION	3
ARTICLE 8	NO STRIKE/NO LOCKOUT	4
ARTICLE 9	LABOR/MANAGEMENT COMMITTEE	5
ARTICLE 10	GRIEVANCE PROCEDURE.....	5
ARTICLE 11	CORRECTIVE ACTION.....	10
ARTICLE 12	DEPARTMENTAL RULES.....	12
ARTICLE 13	INTERNAL REVIEW PROCEDURES	12
ARTICLE 14	PERSONNEL RECORDS	12
ARTICLE 16	FILLING OF POSITION	13
ARTICLE 17	SHIFT ASSIGNMENTS.....	14
ARTICLE 18	PROBATIONARY PERIODS.....	15
ARTICLE 19	LAYOFF AND RECALL	16
ARTICLE 20	SENIORITY	17
ARTICLE 21	WAGES AND MISCELLANEOUS.....	18
ARTICLE 22	PERS PICK-UP UTILIZING SALARY REDUCTION METHOD	19
ARTICLE 23	LONGEVITY	20
ARTICLE 24	SHIFT DIFFERENTIAL.....	20
ARTICLE 25	MEDICAL INSURANCE.....	21
ARTICLE 26	MEALS	21
ARTICLE 27	VEHICLES.....	22

ARTICLE 28	UNIFORM AND ALLOWANCES	22
ARTICLE 30	SICK LEAVE.....	26
ARTICLE 31	SICK LEAVE CONVERSION.....	27
ARTICLE 32	FUNERAL LEAVE	28
ARTICLE 33	VACATION	28
ARTICLE 34	HOLIDAYS	33
ARTICLE 35	LEAVES OF ABSENCE	33
ARTICLE 36	DISABILITY LEAVE OF ABSENCE.....	35
ARTICLE 37	EDUCATIONAL COURSES OR TRAINING	35
ARTICLE 38	UNION TIME	36
ARTICLE 39	MILITARY LEAVE	36
ARTICLE 40	BULLETIN BOARDS	36
ARTICLE 41	BALLOT BOXES.....	37
ARTICLE 42	WAIVER OF NEGOTIATION	37
ARTICLE 43	MEDICAL EXAMINATION	38
ARTICLE 44	INJURY LEAVE SUPPLEMENT.....	39
ARTICLE 45	NEGOTIATION LEAVE	40
ARTICLE 46	DURATION OF AGREEMENT AND EXECUTION.....	40
APPENDIX A	42

Section 7.4 Cessation of Deduction The Employer shall be relieved from making such individual dues “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one represented by the FOP/OLC; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 7.5 Legality of Deduction The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Notwithstanding the provisions of this Article or this Agreement all provisions shall be subject to applicable and subordinate to federal and state law and rules of the State Employment Relations Board.

Section 7.6 Notification of Changes The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual’s dues deductions.

Section 7.7 Written Authorization Except as otherwise provided herein, each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 7.8 Payment to the Union All dues and fees collected shall be paid once each month to the FOP/OLC. The Employer will not charge the FOP/OLC any fee for collecting these monies.

Section 7.9 Insufficient Wages The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1 Strikes Prohibited During the term of this Agreement, the Union shall, in the event any employee(s) engage in an unauthorized or illegal job action or strike, do whatever it can to prevent or stop unauthorized acts, including the preparation of a letter addressed to the Employer stating “the strike action is not sanctioned and all employees should return to work immediately,” signed by the ranking Union officer of the Local.

Section 8.2 Violations In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article are subject to discipline or discharge by the Employer.

Section 8.3 Lockout Prohibited During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

Section 8.4 Available Remedies Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 9 LABOR/MANAGEMENT COMMITTEE

Section 9.1 Purpose It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the Sheriff's Office.

Section 9.2 Committee The Employer and the Union shall each appoint up to three (3) employee members and one attorney/Staff Representative to the Labor/Management Committee. This committee will meet upon written request and no more often than quarterly, unless by mutual agreement, to discuss any issues which either party wishes to raise relating to the Sheriff's Office. Neither party has an obligation to act upon the issues raised.

Section 9.3 Meetings If the meeting occurs during regularly scheduled work time, committee members will be granted time off with pay for the normal schedule when meeting jointly with management but in no event shall an employee receive overtime.

Section 9.4 Agenda At least twenty-four (24) hours before every meeting of the Committee the Employer and the Union representatives will each deliver an agenda and a list of those individuals expected to attend to each other covering all matters proposed to be discussed. The Employer or Union may, but is not obligated to discuss any matter not listed on an agenda.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 Grievance Policy The Employer and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure in good faith.

The Union understands and agrees that the filing of frivolous grievances can be disruptive of good labor management relations and affirms that it will discourage the filing of frivolous grievances. The Union agrees that it will attempt to discuss with a grievant the validity of the grievance to determine whether or not a grievance is frivolous.

Section 10.2 Grievance Defined The term "grievance" shall only mean an allegation that there has been a breach, violation, misinterpretation, or improper application of this Agreement or

disciplinary action (a claim arising as the result of time off with loss of pay). It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement.

Section 10.3 Qualifications A grievance may be initiated by the Union, an aggrieved bargaining unit employee, or a group of employees. Any grievance initiated by the Union will list those members that the Union has reason to believe are affected. Grievances initiated by the Union may be initiated at Step 2 of the grievance procedure, subject to the time limits of Step 1, if the grievance affects members in more than one (1) division of the Office.

Section 10.4 Grievance Form All grievances must contain the following information and must be filed when filing is required using the grievance form mutually agreed upon by both parties. The grievance must identify:

- A. aggrieved employee's name
- B. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- C. if appropriate, date and time grievance occurred;
- D. if appropriate, the location where the grievance occurred;
- E. a description of the circumstances or incidents giving rise to the grievance;
- F. specific provisions of the Agreement violated; and
- G. desired, specific remedy to resolve the grievance.

The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated.

Section 10.5 Establishment of Grievance Representatives The Union may designate not more than three (3) grievance representatives. The Union shall notify the Sheriff in writing of the names of the grievance representatives, within thirty (30) days of their appointment.

Section 10.6 Grievance Process

Step 1. Division Commander

A member having an individual grievance will first attempt to resolve it informally with his immediate non-bargaining unit supervisor (the person who is lowest in line of authority above a grievant and who is not in any bargaining unit, e.g., the lieutenant or captain in his or her chain of command). A member-grievant shall attempt informal resolution with his immediate non-bargaining unit supervisor. The grievance must be filed within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming known to the grievant; however, in no event shall the grievance be filed more than twenty-one (21) days after the occurrence of the events or circumstances giving rise to the grievance. The employee shall have the burden to prove his lack of constructive or actual knowledge of the occurrence of the events or circumstances giving rise to the grievance. Grievances brought to the attention of the supervisor beyond the time limits set out in this section shall not be considered. A supervisor shall provide the member a written response, within seven (7) calendar days of the submission of the grievance.

A grievance representative may accompany the grievant should the latter request his attendance. If a supervisor grants a grievance, written acknowledgement of granting such grievance must be furnished.

Step 2. Chief Deputy

Should the member-grievant not be satisfied with the answer in Step 1, within seven (7) calendar days of the receipt of the answer, he may appeal the grievance by delivering a copy of the Grievance Form attached to any written response at the prior Step and any other pertinent documents to the Chief Deputy or his designee. The Chief Deputy or his designee shall date the form, accurately showing the date his office received the Form.

Within seven (7) calendar days of his receipt of the Grievance Form, the Chief Deputy shall schedule and conduct a meeting to discuss the grievance with the grievance representative or his designee and the member-grievant. The Chief Deputy may bring any appropriate witnesses. In the meeting called for at this Step, the Chief Deputy shall hear a full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the Chief Deputy shall submit to the grievance representative and the member-grievant his written response to the grievance.

Step 3. Sheriff

Should the member-grievant not be satisfied with the answer in Step 2, within seven (7) calendar days of receipt of the answer he may appeal the grievance to Step 3 by delivery of a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent

documents, to the Sheriff or his designee. The Sheriff or his designee shall date the Form, accurately showing the date his office received the Form.

Within seven (7) calendar days of his receipt of the Grievance Form, the Sheriff or his designee shall schedule and conduct a meeting to discuss the grievance with the grievance representative or his designee and the member-grievant. The Sheriff or his designee may bring any appropriate witnesses.

In the meeting called for at this Step, the Sheriff or his designee shall hear a full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the Sheriff or his designee shall submit to the grievance representative and the member-grievant his written response to the grievance.

Step 4. Arbitration

If the member-grievant is not satisfied with the answer in Step 3, within twenty-one (21) calendar days of receipt of the answer, the Union may appeal to arbitration by serving a notice of appeal on the Sheriff or his designee.

Unless the parties mutually agree to the selection of an arbitrator within seven (7) calendar days of receipt of intent to file under the grievance arbitration procedure, the Employer or the Union shall by letter, solicit seven (7) nominations of an arbitrator with a business address in Ohio to hear the case from the Federal Mediation and Conciliation Service. Upon receipt of the list, either party may reject the entire list and a new list will be requested. Within fourteen (14) calendar days of receipt of a list not rejected or the second list, each party shall alternatively strike names until one (1) remains. The name remaining will be the arbitrator. If for any reason the arbitrator selected is unavailable, a new list will be requested from F.M.C.S. and this same procedure will be followed. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union, and the availability of the Arbitrator.

The parties may be represented by their representatives or legal counsel. Any witnesses who are necessary may attend the arbitrator's hearing. Such representatives as are permitted in this Article may also attend this hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of the Agreement, nor add to or subtract from or modify the language therein arriving at his determination.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such rights originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to disaffirm entirely or other

modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than the pay period prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision.

The decision of the arbitrator shall be final and binding upon the Union, the employee(s) and the Employer. The fees of an arbitrator shall be borne by the losing party unless the arbitrator disaffirms a portion of the disciplinary action whereupon the fees of the arbitrator shall be divided equally between the parties.

Expense, if any, of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 10.7 Pre-arbitration Process Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

Section 10.8 Time Off for Presenting Grievances Grievants and grievance representatives shall not receive overtime pay to engage in grievance procedures provided for herein; however, grievance meetings at Step 2 and Step 3 shall be held at hours reasonably related to the grievant's shift preferably during or immediately before or after his working hours as approved by the management representative.

Section 10.9 Time Limits It is the intention of the parties that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Union and the Sheriff's designated representative may mutually agree, at any Step, to short time extensions of any time limit. Any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped by mutual consent. In the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been denied. In all cases where a response is not forthcoming within the specified time limits, the grievance shall automatically be referred to the next Step of the procedure. In all cases where no appeal is filed on behalf of the member-grievant to the next grievance Step within the time limits specified in this

Employees given written reprimands of record may, upon request, meet with the Chief Deputy and/or the Sheriff (or designee) to discuss the discipline. This meeting can be conducted with or without Union representation. The results of such meetings shall not be subject to appeal through the grievance procedure. If a member disagrees with the verbal or written reprimand, the member may write a memorandum to the Sheriff explaining the reason(s) for the disagreement. The memorandum will be attached to the reprimand.

Section 11.2 Pre-disciplinary Meetings Prior to the implementation of discipline as defined in Section 11.1, the member will receive from the Sheriff or his representative a written statement of all charges and specifications. An employee who receives formal charges and specifications of misconduct which may result in discipline as defined in Section 11.1 will be given the opportunity for a meeting with the Sheriff or the Sheriff's representative before disciplinary action is taken unless the employee waives his right to the meeting. This meeting will be known as a "pre-disciplinary" meeting. The charged member will be given an opportunity to respond to the allegations and an opportunity to have the representative of the Union present with him during the meeting. The notice of the pre-disciplinary meeting will also be given to the Union business representative. An employee may waive his/her right to Union representation in writing.

Notices of discipline or statements of charges shall be issued to employees within a reasonable period following conclusion of the investigation.

Section 11.3 Continuance A member who is charged, or his representative, may make a written request for continuance of the pre-disciplinary meeting. Such request will be granted where practical or unless prevented by extenuating circumstances. The length of such continuance shall be mutually agreed upon. Continuances shall not be required for the purpose of delaying the meeting.

Section 11.4 Notification The Sheriff will notify the affected member of any charges or of any decision reached as a result of a pre-disciplinary meeting prior to any public statement. When any anonymous complaint is made against a member, if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and no further action will be taken unless corroborative evidence is obtained within a reasonable period of time.

Section 11.5 Progressive Action The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will at least include an oral reprimand, (which may be recorded in writing), a written reprimand and a suspension for the same or related offenses prior to dismissal. It is agreed and understood that in many instances certain acts or actions warrant more severe disciplinary action including removal. In those instances the discipline shall be commensurate with the offense.

ARTICLE 12 DEPARTMENTAL RULES

Section 12.1 The Employer agrees that existing work rules and division directives shall be reduced to writing and provided to all covered members. The Employer agrees that new or revised work rules and division directives shall be provided to members two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule or division directive to the Sheriff (or in his absence, his representative), the Union may raise the issue at the next regularly scheduled Labor/Management committee meeting. All work rules or division directives will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. Work rules or directives cannot violate this Agreement.

ARTICLE 13 INTERNAL REVIEW PROCEDURES

Section 13.1 Notice to Employee At any time an inquiry concerning a member occurs when the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

Section 13.2 Responsibilities to Respond, Representative Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. Where applicable, the Employer will follow the Garrity rule in administering interviews to members. If a member desires, he shall be given a reasonable opportunity to consult with a Union representative before being required to answer questions. During all questioning the member may, upon request, be accompanied by a Union representative.

Section 13.3 Interviews Any questioning, or interviewing of a member will be conducted at hours reasonably related to his shift, preferable during, or immediately before or after, his working hours. Questioning or interviewing sessions shall be for reasonable periods of time and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

Section 13.4 Requests The member and/or his legal counsel will be afforded the opportunity, upon written request to the Chief Deputy, to listen to, to copy, and make personal notes regarding any tape made of his interview subsequent to that interview. If a transcript of the tape is made by the Sheriff the member will be provided a copy of such transcript upon written request directly to the Sheriff. Further, upon written request, any employee investigated as the subject of an internal affairs investigation shall be provided a copy of such report once the report is completed.

The Sheriff will not use a polygraph machine or other mechanical or truth serums to test or investigate a member or to determine the truth of statements made by members without the consent of the member.

ARTICLE 14 PERSONNEL RECORDS

Section 14.1 Availability of Records Employees shall be allowed to review their personnel file at any reasonable time upon written request to the Sheriff, or his designated representative, and in the presence of the Sheriff, or his designated representative. The Employer shall disclose information contained in an employee's personnel file consistent with Ohio's Public Records Law. Prior to releasing information from an employee's personnel file in response to a public records request, the Employer shall notify the employee of the request. Any employee may copy documents in his file.

Section 14.2 Responses by Employees If, upon examining his personnel file, any member has reason to believe that there are inaccuracies related to discipline or Performance Evaluations in the documents contained therein, he may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff, or designee, concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents. If the Sheriff, or designee, does not concur with the contentions of the member, he will attach the written memorandum to the document in the file without comment.

Section 14.3 Duration of Records All actions of record will be removed from the employee's personnel record and shall be of no further force and effect after twelve (12) months, for reprimands or written records of counseling, and twenty-four (24) months for time-off suspensions or reductions, provided there is no intervening discipline. If there is any intervening discipline, then the record of discipline shall be maintained until there is a twelve/twenty-four (12/24) consecutive months (depending on the discipline administered) where no discipline occurs. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel record.

All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action, promotional consideration or for any other purpose except that prior discipline may be used to establish that employees have been made aware of the standard of conduct expected.

ARTICLE 15 PERFORMANCE EVALUATIONS

Section 15.1 A member's signature on any inspection card or performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read the inspection card or performance evaluation. A member's signature shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall receive a copy of the inspection card or evaluation in its final form.

ARTICLE 16 FILLING OF POSITION

Section 16.1 Filling of Positions The parties agree that all appointments to vacancies covered by this Agreement shall be filled by the Employer with the procedure outlined in this Article. The

parties recognize that the Employer has the exclusive authority to determine if and when vacancies are to be filled and the qualifications required of those positions.

Section 16.2 Notice of Vacancies Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employees' bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees on vacation leave during the seven (7) calendar day posting period may have until three (3) calendar days after the close of the posting to submit a bid or employees may submit a bid on behalf of other employees in their absence. The vacancy created by the filling of the first vacancy will be filled using the posting procedures outlined above. Vacancies created after filling the second vacancy will not be posted and filled at the discretion of the Employer.

Section 16.3 Vacancies Whenever a vacancy occurs, so long as the applicant meets the minimum qualifications, the applicant with the greater seniority making a request in writing consistent with Section 16.2 for transfer to said vacancy shall be selected, unless the skills and ability of another applicant is greater and the Sheriff determines that such skills and ability are needed to fill the vacancy. When a vacancy is filled by someone other than the senior applicant, the senior applicant may request a meeting with the division commander to be told the reason his request was denied.

This Section will not apply to personnel with less than one (1) year of service. Special assignments may be made to effect the completion of a specific project or task without regard to this paragraph for a period not to exceed one (1) year. If such special assignments must exceed one (1) year, the Employer will notify the Union and negotiate on demand. This Article shall be subordinated to the need to assign an individual of the right sex to the appropriate section of the jail.

Section 16.4 Temporary Appointments Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignment shall not exceed one hundred twenty (120) days.

Section 16.5 Testing Methods The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article.

Section 16.6 Rate of Pay Whenever a member is selected for a position in another classification, his or her base rate of pay shall not be less than the base rate of pay of the position from which he or she is promoted. The rate shall be established according to the provisions of Article 23.

ARTICLE 17

SHIFT ASSIGNMENTS

Section 17.1 Annual Shift and Days Off Assignment Shift and days shall be selected based upon the following factors and become effective the first full pay period in January.

1. Employee classification seniority;
2. Employee preference;
3. Employee knowledge and skills;
4. Employee job skill qualifications;
5. Employee work record; and
6. Employee quantifiable performance measures.

Section 17.2 Exemptions The positions of Detective, D.A.R.E. Deputy, Canine Unit Deputy, School Resource Officer (SRO), Weights and Scales, ACA Accreditation Deputy, CALEA Deputy, Transport Deputy, Environmental Deputy, Court Liaison Deputy, Conceal Carry License Deputy, Electronic Sex Offender Registration Deputy, Court Administration Building Security Deputy, Jobs and Family Services Deputy and Community Services Deputy will be exempt from the bidding process. If other special assignments or grant programs arise during the term of the contract which require specific education, certification, special skills, knowledge or abilities, the positions will be exempt from the provisions of this Article.

ARTICLE 18 PROBATIONARY PERIODS

Section 18.1 Length of Probationary Period All probationary periods for positions in classifications covered by this Agreement shall be for a period of one (1) year. The probationary period may be extended by the Employer for a period up to one hundred eighty (180) additional days. The employee's performance and areas for improvement will be discussed with the employee at the time of the extension.

Section 18.2 Initial Probationary Period 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. A newly hired probationary employee may be terminated at any time during his probationary period without recourse to the grievance or arbitration procedure or the State Personnel Board of Review.

The employee displaced will be the one with the least seniority. Employees seeking to displace less senior employees will displace to the most recently held classification, and the next most recent, etc. until the employee is able to displace a less senior employee. If no employee in a previously-held classification has less seniority, then the employee seeking to displace shall be laid off. Employees displaced shall be placed on the recall list.

An employee who is displaced may take a voluntary layoff, when layoffs occur rather than displace to a lower classification.

ARTICLE 20 SENIORITY

Section 20.1 Definition, List, Service “Total seniority” shall be computed on the basis of uninterrupted length of full-time continuous service with the Licking County Sheriff's Office. All seniority will be added to the amounts credited on the seniority lists as established herein. The Employer shall provide the Union an updated list of the seniority upon its reasonable request.

Section 20.2 Loss of Seniority Employees shall lose all seniority and employment rights upon any of the following:

1. discharge for just cause;
2. retirement;
3. failure to timely return to work upon recall from layoff;
4. failure to return to work upon expiration of a leave of absence;
5. resignation from employment with the Sheriff's Office;
6. absence from employment for a period of two (2) or more years for injuries received in the line of duty; or
7. absence from employment for a period of one (1) year or more for any cause.

Section 20.3 Seniority Accrued When Employees shall continue to accrue seniority during the following:

- A. absence while on approved paid or approved unpaid leave not exceeding two (2) years;
- B. military leave of absence; or
- C. Absence due to a disability retirement through OPERS from which the employee is reinstated within the statutory reinstatement period.

Section 20.4 List, Objections A seniority list shall be kept by the Sheriff and shall be updated semi-annually. A copy shall be posted for inspection at all times on the Union bulletin board. Objections to the list must be filed within fourteen (14) calendar days of posting, otherwise, the list will be deemed valid.

Other public service employment cannot be transferred for seniority purposes. Except as modified by Section 1 above, the seniority list for the Sheriff's Office shall list all employees and the date of their seniority in order from the most recent senior to the least senior employee. Employees

hired on the same day will be placed on the seniority list in order of the last four (4) digits of their respective social security numbers, the highest number first. Employees promoted or transferred to positions outside the bargaining unit, but within the Sheriff's Office shall continue to accrue seniority.

Section 20.5 Classification Seniority Employees shall accrue "classification seniority" beginning the first day of full-time service in a classification. Employees shall use "classification seniority" only as set forth elsewhere in this Agreement.

ARTICLE 21 WAGES AND MISCELLANEOUS

Section 21.1 New Appointments An employee newly appointed to a classification will be placed in the first step of the pay range established for his classification and will receive an increase after serving the amount of time indicated on the wage scale in that classification.

Section 21.2 Wage Scales Employees shall be paid at the rates set forth in the wage scales in the Appendix attached to this Agreement which reflects a 3% increase retroactive to January 1, 2018, a 3% increase effective January 1, 2019 and a 3% increase effective January 1, 2020.

Section 21.3 Wages on Promotion A promoted employee will receive the step in the higher pay range that gives him/her a raise and a demoted employee will receive the step in the lower pay range commensurate with his years of service. Demotions include bumping to a lower classification during layoff.

Section 21.4 Advance Step Hiring When filling a deputy position the Employer may place the employee in an advance step at the date of hire, but not the top step, provided he has an equivalent amount of experience as a law enforcement officer from another jurisdiction.

Section 21.5 Wages Paid Biweekly Employees will be paid on a bi-weekly basis.

Section 21.6 Anniversary Date for Step Advancement For the purpose of the salary increases provided in this Article, the anniversary date for an employee is the date on which the employee began full-time service in the classification with the Employer. Service is not affected by the type of appointment, whether temporary, provisional, certified or unclassified. Service should be computed from the anniversary date. If an employee is off the payroll for longer than thirty (30) days (e.g. on leave of absence) the anniversary date will be deferred by an equivalent amount. If an employee resigns and is later reinstated or re-employed, the date of reinstatement or re-employment will constitute a new anniversary date.

Section 21.7 Demotion – Disciplinary or Layoff Whenever a member is demoted for disciplinary reasons, or as a result of a layoff, he or she shall be paid at the step in the lower pay range appropriate to his years of service.

Section 21.8 Demotion – Voluntary or Physical Disability Whenever a member requests and is granted a voluntary demotion, his or her rate of pay shall be at the step in the lower range appropriate to his or her years of service.

Section 21.9 Reinstatement, Re-appointment, and Re-employment Whenever a member is reinstated, re-appointed or re-employed where he previously held permanent status, his rate of pay shall be the step in the range at which he was paid at the time of his separation unless he agrees to some other arrangement. Any member who has been separated from employment without delinquency or misconduct on his part may, at the discretion of the Employer, be reinstated within one (1) year from the date of such separation to a vacancy in the same or similar position; provided, if such separation is due to injury or physical disability, such member shall be reinstated to the same or similar position he held at the time of his separation within thirty (30) days after written application for reinstatement and after passing a physical examination made by a licensed physician designated and paid for by the Employer showing that he has recovered from such disability, provided further that such application for reinstatement be filed within three (3) years from the date of separation, and further provided that such application shall not be filed after the date of service eligibility retirement.

Section 21.10 Expenses The Employer shall pay the actual and necessary expenses incurred and salary of any member who is required by his or her superior to attend a meeting or function pertaining to his or her official duties as an employee during times other than his regular working hours. No such meeting or function shall be called, attended, or held without the prior written approval of the Employer.

Section 21.11 Temporary Promotions Any member assigned to act in a higher position not vacant, on a temporary basis, of eight (8) hours or more duration, shall be raised in pay for time worked in such acting position.

Section 21.12 FTO Pay Any member assigned to FTO duty will receive an additional \$1.00 per hour for all time actually spent as FTO.

ARTICLE 22

PERS PICK-UP UTILIZING SALARY REDUCTION METHOD

Section 22.1 The Employer shall pick-up contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions.

The amount to be “picked-up” on behalf of each employee shall be the employee’s share of the employee’s gross annual compensation or any statutorily mandated increase. The employee’s annual compensation shall be reduced by an amount equal to that “picked-up” by the Employer for the purpose of State and Federal tax.

The pick-up percentage shall apply uniformly to all members of the bargaining units. The pick-up shall apply to all compensation including supplemental earnings. The parties agree that should the

ARTICLE 25 MEDICAL INSURANCE

Section 25.1 Medical Insurance The Employer shall provide group medical, dental and life insurance coverage for each employee available for Licking County employees as are enrolled in the Licking County Plan. It is further agreed and understood that the schedule of benefits for employees shall be as set forth for all other Licking County employees on the Licking County Health Plan, including all conditions and payments specified or required by individual carrier/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement that individual carriers/providers may, through no fault of the County, 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 that specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider.

Section 25.2 Premiums Employees shall contribute to the Licking County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

Section 25.3 Flexible Spending Account Furthermore, the parties understand that under the Licking County Health Plan, the County will provide flexible spending account credits for each employee who elects to participate in the Licking County Health Plan. It is understood and agreed that the flexible spending account may change from plan year to plan year. No amount remaining in the account at the end of the year may be paid to the employee in cash.

It is understood that employees are subject to the flexible spending account policies and procedures for use, crediting, and disbursement of their flexible spending account.

Section 25.4 Waiver of Coverage An employee who provides satisfactory proof of coverage under another insurance plan may waive both medical and dental coverage of the Licking County Health Plan. An employee who waives coverage will receive the amount established annually. Waiver payments will not be available to anyone who is covered under the Licking County Health Plan.

Section 25.5 Re-Opener In the event any other bargaining unit of the Licking County Sheriff's Office obtains a cap to the employee premium contribution, the parties agree, upon the request of either party, to re-open Article 25, Medical Insurance, regarding the premium contribution.

ARTICLE 26 MEALS

An employee who has been on leave for the entirety of the six (6) month period for which the semi-annual uniform installment is paid will not receive said installment. However, an employee who returns to duty will receive a uniform installment only for the six (6) month period for which he or she returns to duty.

This allowance is for the purchase of uniforms and equipment listed in Section 29.1 above and as required by the Employer. Employees may be required to present proof of purchase from approved vendors equal to or greater than the uniform allowance.

Section 28.3 New Employees A new bargaining unit member shall not receive a uniform allowance until the first installment following his first year of service (one-year anniversary date) with the Employer.

Section 28.4 Additional Equipment The Employer will furnish uniformed members (Deputies) any required uniforms and equipment not listed in Section 29.1 above based on assignments as needed.

Section 28.5 Cleaning Reimbursement The Employer will furnish up to \$325.00 per year for the cleaning of required clothing. Payments will be made to the uniformed members (Deputies) payable in two (2) equal installments in a check separate from all other pay except the clothing allowance.

Section 28.6 Return of Equipment Upon termination, members shall return all issued uniforms and equipment to the Employer. If an employee fails to return all issued uniforms and equipment to the Employer, the employee shall reimburse the initial costs of all issued uniforms and equipment.

Section 28.7 Vests Deputies are eligible for reimbursement for the costs of a replacement bulletproof vest consistent with the manufacturer's expiration date on the vest subject to the following:

1. Prior to acquiring a new vest, the deputy must notify the Employer of the need to replace the vest;
2. The purchase of the vest will be coordinated through the Employer;
3. The amount provided by the Employer for the purchase of a replacement vest shall not exceed \$500;
4. Replacement of the vests by the Employer will not occur more frequently than every five (5) years for each deputy, or more frequently if needed;
5. Upon purchase of the vest, the employee will be reimbursed in accordance with the above.

ARTICLE 29 HOURS OF WORK AND OVERTIME

Section 29.1 General Provisions This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to require overtime.

Section 29.2 Work Schedules Work schedules for bargaining unit employees will be arranged by the Employer so that the regularly scheduled work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off or four (4) consecutive ten (10) hour days and three (3) consecutive days off or based upon twelve (12) hour shifts. The days off may be modified when an employee's schedule or assignment is modified. The Employer shall designate the start of the work week and work day, but shall not change the starting time to avoid the payment of overtime. In the event the Employer implements a 12-hour shift schedule, it shall provide thirty (30) days' notice to employees.

Section 29.3 Lunch Period Each member of the bargaining unit may take one-half (1/2) hour for a lunch period each shift. Each member may also take two (2) fifteen (15) minute breaks each shift. In the event an employee is assigned a 12-hour shift, the employee shall receive an additional fifteen (15) minute break. Scheduling all such breaks are subject to the workload and members must respond to emergency calls when on any break.

Section 29.4 Overtime All members shall be paid 1.5 times their hourly rate for any overtime worked beyond forty (40) hours of work actually worked. Overtime shall be paid for those hours actually worked in excess of forty (40) hours in a seven (7) day work period. However, employees assigned to work a 12-hour shift shall be paid 1.5 times their hourly rate for any overtime worked beyond 80 hours actually worked in a fourteen (14) day work period. For those employees assigned to an alternative workweek, overtime shall be paid for those hours actually worked in excess of the hours of the employee's regularly scheduled workweek. Those times a member is not at work or is released from work shall not be considered hours actually worked. Only vacation, personal days and regular hours actually worked count toward the break-over point after which overtime is paid. Court time outside regularly scheduled work hours in off duty contract employment will not be counted.

Section 29.5 Call-Out, Court Time and Charge Filing Time "Call-out" occurs when a supervisor specifically requests a member of the bargaining unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion of the regular day's work, but before he is scheduled to return to work. "Court time" is that time required by the County for any job-connected court appearance that does not abut an employee's regularly scheduled work hours. Employees shall not be eligible for multiple call-out, court and charge filing time compensation occurring within the same four (4) hour period.

“Charge filing time” is that time required to file charges with the Law Director or County Prosecutor and for consultation with either on a case in which the bargaining unit employee is involved.

When a member is engaged in call-out, court or charge-filing time, he or she shall be paid a minimum of three (3) hours pay at the applicable rate or he shall be paid for the actual hours worked at the applicable rate, whichever is greater unless the call-out, court or charge-filing time occurs on the employee's regularly scheduled day off or preapproved vacation day, then the employee shall be paid a minimum of four (4) hours pay at his/her regular rate or he/she shall be paid the actual hours worked at the applicable rate, whichever is greater. If the employee receives the minimum payment, it shall be included as hours worked for overtime purposes.

Section 29.6 Overtime Scheduling To the extent practical, good faith efforts will be made consistent with effective operations of the Employer to rotate pre-scheduled overtime assignments, excluding investigations Honor Guard, Dive Team, Negotiations Team and S. W. A. T., among qualified bargaining unit members within the same classification. Inability to work a pre-scheduled overtime assignment due to death in the family will not require the member to charge such absence against sick leave. Working overtime or refusing overtime offered will place the employee at the bottom of the rotation list.

“Qualified” (for this provision) means the ability to immediately perform all duties of the position assigned. Only those persons whose names appear on an approved list for overtime for a division (e.g. road, jail, etc.) will be permitted to work overtime.

Section 29.7 Cancellation of Scheduled Overtime Employees who accept prescheduled overtime assignments who call in sick or do not report for or work the assignment shall have sick leave deducted (without pay) from their balance in an amount equal to the number of hours scheduled. In addition, those employees who fail to report for prescheduled overtime assignments shall be subject to discipline.

Employees who accept prescheduled overtime assignments may cancel such request, with at least forty-eight (48) hours' notice prior to the start of the prescheduled overtime. Cancelled acceptances shall be filled by rotation unless difficulties arise in filling the overtime then the parties must meet to discuss resolution of scheduling difficulties. Discussions shall be for thirty (30) days. The Sheriff shall notify the union in writing of request to discuss. During discussions overtime reassignments (for cancelled assignments) shall be subject to be filled by emergency overtime assignments. If no resolution to difficulties is reached then the rotation of assignments for filling cancellations shall expire and the Employer may fill those overtime slots by emergency overtime assignment.

Section 29.8 Remedy Employees who believe they should have been called or scheduled for overtime but are not shall file a written statement with their division commander within five (5) calendar days of the time they believe they should have worked the overtime. If it is found that the employee should have worked the overtime the remedy for the employee shall be to work the

is scheduled to report to work on each day of absence, unless the employee has made other reporting arrangements with his immediate supervisor.

Section 30.6 Physician Statement If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the employee's wife and family.

Section 30.7 Physician Examination The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified due to illness or disabling condition, the employee may be placed on sick leave, leave without pay or disability separation, in that order. The cost of such examination shall be paid by the Employer.

Section 30.8 Sick Leave Incentive Beginning January 1, 2019, full-time employees covered by this Agreement will be eligible to participate in a sick leave incentive program. Each employee will receive eight (8) hours of vacation leave credited to his or her balance if the employee uses no sick leave from January 1 to June 30 of each year, and an additional eight (8) hours of vacation leave credited to his or her balance if the employee uses no sick leave from July 1 to December 31 of each year. Each employee is only eligible to earn up to sixteen (16) hours of leave per calendar year under this section. Utilization of sick leave for purposes of this section, excludes wellness checks and two (2) pre-scheduled occurrences per six (6) month period only.

ARTICLE 31 SICK LEAVE CONVERSION

Section 31.1 Amount of Sick Leave Conversion at Retirement An employee, at the time of retirement from active service with the County, shall be paid one-fourth (1/4) of the value of his or her earned but unused sick leave credit. The maximum of such payment, however, shall be for two hundred eighty (280) hours.

Section 31.2 Qualifications for Retirement Conversion To qualify for such payment, the employee must have had, prior to the date of retirement, ten (10) or more years of service with the County, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Section 31.3 Requests for Retirement Conversion Eligible Sheriff's Office employees, retiring from active service, shall request such payment in writing, in order to initiate the payment process.

Section 31.4 Conversion on Death of Member Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave

payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 O.R.C., or paid to the employee's estate.

Section 31.5 Annual Conversion of Sick Leave Employees who use 24 (twenty-four) hours or less of sick leave in the year beginning with the first full pay period in December each year and continuing until the beginning of the first full pay period of the following December will be eligible for annual sick leave conversion. Such employees may convert, on a 2 for 1 basis, up to forty (40) hours of accumulated, unused sick leave. That is, an employee who uses twenty-four (24) hours or less for the preceding twenty-six (26) pay periods may convert each December to a lump sum cash payment up to forty (40) hours of sick leave to twenty (20) hours pay. Employees must submit their request for annual conversion of sick leave in writing, on a form provided by the Employer by December 20 of each year. Payment shall be made by the Employer no later than the second pay period in January. Employees must be employed by the Sheriff's office for the entire twenty-six (26) pay periods to be eligible for the annual conversion. Employees shall be paid at the rate of pay in effect at the time they elect their conversion.

ARTICLE 32 FUNERAL LEAVE

Section 32.1 Funeral leave for nuclear family members. In the event of a death in the nuclear family of an employee, the employee shall be granted up to three (3) days to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The nuclear family members are the employee's spouse, parent, guardian, child, step-child, sibling, parent-in-law, step parents, grandchildren, and grandparents.

Section 32.2 Funeral leave for extended family members. In the event of a death in the extended family of an employee, the employee shall be granted one (1) day to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents-in-law, aunts, uncles, nieces, nephews, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 32.3 Use of Sick Leave In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nuclear family to carry out responsibilities relative to the funeral, the employee may use up to two (2) days of accumulated, unused sick leave. Such request shall be submitted on a leave request form to the Employer. Sick leave approved for use for bereavement shall not count toward the occurrences for sick leave use.

ARTICLE 33 VACATION

EFFECTIVE THROUGH DECEMBER 31, 2019

Section 33.1 Vacation Service Regular full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Employees who are employed as of the first full pay period of January shall have credited to their vacation leave account the amount set forth

in this section. The amount of vacation leave to which a full-time employee is entitled is based upon years of service, as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS</u>
Less than 1 year	none
1 year of service	120
6 years of service	160
15 years of service	200
25 years of service	240

On January 1 of the year during which the employee will complete his/her 1st, 6th, 15th and 25th year of service, the employee will be credited with the additional week of vacation to which the employee is entitled based upon the above schedule. The acceleration of the additional week of vacation to January 1st of the anniversary year is for the purpose of vacation scheduling pursuant to this Article.

Section 33.2 New Employees Employees who are originally employed by the Employer during a calendar year shall receive credit of 3.1 hours per complete pay period during the period after their original employment and prior to the first full pay period the following January. This amount shall be credited to newly-hired employees upon employment subject to the provisions set forth in this Section for use of the vacation leave. Except as otherwise specifically provided in this Article, only the amount of vacation leave under forty (40) hours credited and not scheduled may be carried over by probationary period employees to the following calendar year. Any probationary period employee who is granted vacation leave under this provision may schedule and use vacation leave after January 1 according to the requirements in Section 34.3. But in no event may the use be in segments less than forty (40) hours. Probationary employees who utilize their vacation leave prior to their anniversary date (completion of their probationary period) shall have their probationary period automatically extended by the amount of the vacation leave used.

Section 33.3 Separation During Calendar Year Employees who separate during the calendar year, for whatever reason, shall have their vacation leave balance reduced at separation by the number of complete pay periods between the date of the separation and the first full pay period the following January times the following formula:

<u>YEARS OF SERVICE</u>	<u>HOURS</u>
Less than 1 year	0
1 year of service	4.6
6 years of service	6.2
15 years of service	7.7
25 years of service	9.2

If the reduction results in a number of hours less than zero, the cash equivalent value of hours shall be deducted from any compensation that remains payable to the employee or from any other cash conversion that is available to the employee.

Section 33.4 Vacation Requests Employees submitting their vacation requests in forty (40) hour blocks by January 31 will have their vacation requests granted on the basis of classification seniority subject to the operational needs of the Employer. All vacation requests submitted after January 31 will be granted on a first-come, first-served basis subject to the operational needs of the employer.

Any request for change of dates for extenuating circumstances must be in writing and must be approved by the Employer.

Any vacation leave not scheduled and used prior to December 31 of each year shall be lost or converted at year-end if the amount of unused vacation is forty (40) hours or less. All not scheduled vacation leaves are subject to the operational needs of the Sheriff's Office. The Employer may cancel and reschedule vacation leave requests due to the operational needs of the Office, but may not do so simply to avoid paying overtime.

Employees are eligible to carry-over any accrued, but unused vacation leave into 2020.

Subject to the aforementioned provisions, after vacation leave is credited in amounts greater than forty (40) hours, vacation time may be used in increments of eight (8) hours or more. Employees who are credited, under Sections 34.1 or 34.2, eighty (80) hours or less vacation leave must use vacation leave in blocks of forty (40) hours. However, any vacation leave requests scheduled in a forty (40) hour block shall take precedence over vacation leave requests of less than a forty (40) hour block.

Section 33.5 Vacation Scheduling Up to two (2) deputies per shift in the Jail divisions may be on vacation at any one time. Up to two (2) deputies assigned to each of the other divisions, including the Road, may be on vacation at any one time, unless otherwise approved by the Employer.

Section 33.6 Prior Service Effective the first year after the effective date of this agreement, for the purpose of accruing vacation in accordance with Section 34.1, “continuous employment” will be defined in accordance with R.C. § 9.44.

Section 33.7 Miscellaneous Members who are absent from work for reasons permitted in this Agreement, shall continue to accrue service time as though they were not absent.

In cases where a recognized, paid holiday falls within any vacation, no vacation day will be deducted from the accumulated vacation balance for the paid holiday.

Upon separation from service an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation.

In case of death of an employee such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.

Section 33.8 Annual Conversion of Vacation Leave Employees who have not scheduled or been unable to use vacation leave may convert to cash up to eighty (80) hours of vacation leave. Employees will not be eligible for annual conversion of vacation leave unless they have scheduled and taken eighty (80) hours of vacation leave during that calendar year. The conversion request must be submitted by November 15 of each year. Conversion shall occur in December.

EFFECTIVE JANUARY 1, 2020

Section 33.1 Vacation Service Beginning January 1, 2020, regular full-time employees are entitled to use vacation with pay after one (1) year of continuous service with the Employer. Vacation time is credited each bi-weekly pay period pursuant to the rates established below. Although employees will accrue vacation leave during their first year of employment, employees are not eligible to use vacation leave until after their first anniversary of service with the Employer. The amount of vacation leave to which a full-time employee is entitled is based upon years of service, as follows:

<u>YEARS OF SERVICE</u>	<u>ACCRUAL PER 80 HOURS WORKED</u>	<u>MAXIMUM HOURS</u>
Less than 1 year	4.6 hours	none
1 year of service	4.6 hours	120
5 years of service	6.2 hours	160
14 years of service	7.7 hours	200
24 years of service	9.2 hours	240

On his or her anniversary date of employment which constitutes his or her, 5th, 14th and 24th year of service, the employee will begin accruing vacation leave based upon the above schedule.

Section 33.2 Separation During Calendar Year Employees who separate during the calendar year after one year of service, for whatever reason, shall receive compensation for any accrued, but unused vacation leave

Section 33.3 Vacation Requests Employees submitting their vacation requests in forty (40) hour blocks by January 31 will have their vacation requests granted on the basis of classification seniority subject to the operational needs of the Employer. All vacation requests submitted after January 31 will be granted on a first-come, first-served basis subject to the operational needs of the employer.

Any request for change of dates for extenuating circumstances must be in writing and must be approved by the Employer.

All vacation requests not scheduled pursuant to the process outlined above are subject to the operational needs of the Sheriff's Office. The Employer may cancel and reschedule vacation leave requests due to the operational needs of the Office, but may not do so simply to avoid paying overtime.

Subject to the aforementioned provisions, after vacation leave is credited in amounts greater than forty (40) hours, vacation time may be used in increments of eight (8) hours or more. However, any vacation leave requests scheduled in a forty (40) hour block shall take precedence over vacation leave requests of less than a forty (40) hour block.

Employees may carry-over vacation leave for a period not to exceed three (3) years' worth of the employee's individual accrual rate.

Section 33.4 Vacation Scheduling Up to two (2) deputies per shift in the Jail divisions may be on vacation at any one time. Up to two (2) deputies assigned to each of the other divisions, including the Road, may be on vacation at any one time, unless otherwise approved by the Employer.

Section 33.5 Prior Service Effective the first year after the effective date of this agreement, for the purpose of accruing vacation in accordance with Section 34.1, "continuous employment" will be defined in accordance with R.C. § 9.44.

Section 33.6 Miscellaneous Members who are absent from work for reasons permitted in this Agreement, shall continue to accrue service time as though they were not absent.

In cases where a recognized, paid holiday falls within any vacation, no vacation day will be deducted from the accumulated vacation balance for the paid holiday.

Upon separation from service an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation.

In case of death of an employee such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.

Section 33.7 Annual Conversion of Vacation Leave Employees who have not scheduled or been unable to use vacation leave may convert to cash up to eighty (80) hours of vacation leave. Employees will not be eligible for annual conversion of vacation leave unless they have scheduled and taken eighty (80) hours of vacation leave during that calendar year. The conversion request must be submitted by November 15 of each year. Conversion shall occur in December.

ARTICLE 34 HOLIDAYS

Section 34.1 List of Holidays Members shall have the following paid holidays:

- | | | |
|-----|------------------------------------|--|
| 1. | New Year's Day | (1 st day of January) |
| 2. | Martin Luther King Day | (3 rd Monday of January) |
| 3. | President's Day | (3 rd Monday of February) |
| 4. | Memorial Day | (Last Monday in May) |
| 5. | Independence Day | (4 th day of July) |
| 6. | Labor Day | (1 st Monday in September) |
| 7. | Veterans Day | (11 th day of November) |
| 8. | Thanksgiving Day | (4 th Thursday of November) |
| 9. | 4 th Friday in November | (Day after Thanksgiving) |
| 10. | Christmas Day | (25 th day of December) |

Section 34.2 Holidays Observed/Paid Employees who are not assigned to twenty-four (24) hour operations shall be scheduled off and paid for the hours of their regularly scheduled work day at the time of the holiday at their straight time hourly rate for each of the holidays listed in Section 1 above during the pay period in which the holiday falls.

Employees who are assigned and work a holiday shall be paid straight time and one half (1 ½) for all hours worked on the holiday (except overtime) in addition to receiving their holiday pay. The parties agree that the intention of this Section is to agree to current practice.

Section 34.3 Holidays During Leaves If a holiday occurs during a period of paid vacation leave, the employee will have the option to either draw normal pay and will not be charged for vacation leave or receive holiday and vacation pay and will be charged for the vacation leave.

If a holiday occurs during a period of paid sick leave, the employee will receive normal pay and not be charged for sick leave.

ARTICLE 35 LEAVES OF ABSENCE

Section 35.1 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.

Section 35.2 Family Medical Leave Leaves to care for members of employee's immediate family shall be covered by the Family Medical Leave Act and the County Family Medical Leave Act policy. While on Family Medical Leave, employees shall be permitted to continue their health insurance in a manner consistent with Licking County policy for all other non-bargaining General Fund employees.

Section 35.3 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.

Section 35.4 Conditions All such leaves will be given in writing. The length of and other conditions of such leave granted will be determined by the facts and circumstances of the case. All fringe benefits, including the accrual of paid leave and health insurance coverage, cease while a member is on leave without pay. The Employer shall continue to provide insurance coverage for thirty (30) days for any employee on leave of absence without pay for workplace injuries or other leave granted consistent with Section 35.1. During that thirty (30) day period, the employee may be required to bring payment for his or her share of the insurance premium to the Sheriff's Office.

Section 35.5 Return From Leave Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

Section 35.6 Cancellation/Expiration of Leave If it is found that leave is not actually being used for the purpose which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty upon expiration of the leave, or within three (3) days of notification of cancellation of a leave of absence, shall be just cause for removal.

covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours, and terms and conditions of employment.

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

Section 42.2 Amendments However, nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by the parties.

ARTICLE 43 MEDICAL EXAMINATION

Section 43.1 Examinations – General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer or his designee. Examinations may be either periodic or as the Employer or designee require.

Section 43.2 Health and Safety Examinations are intended to guard the health and safety of employees and will be ordered, when, as a precautionary measure, periodically to ensure the health of employees or when in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of his position.

Section 43.3 Examination – Appeals The Employer may require an employee to take an examination, conducted by a physician to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not qualified, the employee may request available sick leave or vacation or disability leave with the right to return within one (1) year. The cost of such examination shall be paid by the Employer. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

Section 43.4 Ability to Perform Employees requesting return from disability leave must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work. All disability leave shall be without pay.

Section 43.5 Refusal to Submit to Exam Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 43.6 Uses of Leaves If an employee after examination is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated

unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible).

Section 43.7 Leave Status If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability separation. Such leave shall continue for a period of two (2) years unless the employee is certified as being able to return to work by a physician of the employee's choice. If the employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer.

Section 43.8 Costs of Exams Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

ARTICLE 44

INJURY LEAVE SUPPLEMENT

Section 44.1 Injury Leave Full-time employees may be eligible to supplement the worker's compensation benefits they receive with accumulated unused sick leave. Employees who apply for and receive worker's compensation may apply to have sick leave paid to make up the difference between the amount received from Ohio Industrial Commission (OIC) worker's compensation and their normal salary. Sick leave used to supplement worker's compensation shall be calculated to the nearest one-half hour and processed through normal payroll up to one (1) year. Employees may elect to buy back sick and other paid leaves used while waiting approval of a workers' compensation claim. Such buy back will be based on the value or compensation received by the employee and remitted to the Employer rounded to the nearest full hour of leave. Employees can supplement workers' compensation benefits only with legally, permissible leaves under the laws governing workers' compensation.

This leave shall be used to recover from a medically verified disabling condition sustained in the direct line of duty which prevents employees from performing the material and substantial duties of their normally assigned duties. An "injury" includes one (1) or more physical impairments resulting from the same accident or occurrence which render the employee unable to perform the material and substantial duties of his position.

Section 44.2 Procedure The following procedures must be followed to receive injury leave:

1. If the Sheriff disputes the injury leave request or the job-related nature of the injury the employee may be required by the Sheriff to submit to an examination conducted by a licensed Ohio physician selected from a list of five (5) provided and paid for by the Employer. The physician must certify whether or not the employee is able to perform the material and substantial duties of his position, which certification is a condition to receive injury leave benefits pursuant to this Article.
2. The employee must apply for and exhaust all reasonable efforts to receive workers' compensation.
3. Injury leave only applies to personal injury of an employee occurring in the line of his duty. The employee shall complete an accident/injury investigation form and in conjunction with the Sheriff (or his designee) shall report such injury to the Sheriff immediately and insure that a claim is filed with the OIC.

Documentation will include, but not be limited to, a statement from the employee's physician, an agreement covering compensation reimbursement and any necessary OIC forms or other documents as may be required by the Sheriff. In the event that it is determined that the injury is not employment related, any time the employee is, or has been, absent from work shall be deducted from accrued sick leave.

ARTICLE 45 NEGOTIATION LEAVE

Section 45.1 If negotiations are scheduled for normal work hours of a negotiations committee member, the Employer agrees to release from duty, without loss of pay, those employees so long as the release does not disrupt manning requirements or create overtime. Three (3) employees from each bargaining unit may be subject to release for negotiations. It is understood by all parties that the operations of the Sheriff's Office take priority over negotiations.

ARTICLE 46 DURATION OF AGREEMENT AND EXECUTION

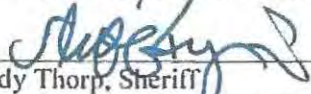
Section 46.1 Duration This Agreement shall be effective as of January 1, 2018, unless otherwise specifically provided in this Agreement, and shall remain in full force and effect until midnight, December 31, 2020.

Section 46.2 Notice to Negotiate If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of the Agreement. Such notice shall be by any acceptable and verifiable means. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

2018-2020 Agreement Between Licking County Sheriff's Office and Fraternal Order of Police, Ohio Labor Council, Inc. – Deputies Unit

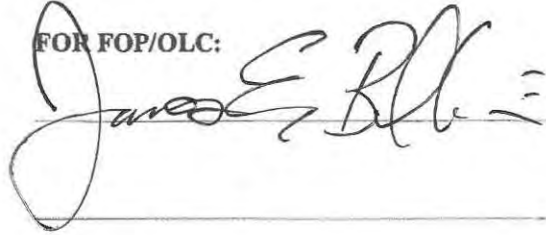
IN WITNESS WHEREOF, the parties have heretofore affixed their signatures this _____ day of November, 2018.

FOR LICKING COUNTY SHERIFF:



Randy Thorp, Sheriff
Licking County Sheriff's Office

FOR FOP/OLC:



FOR LICKING COUNTY:



Commissioner

Commissioner



Commissioner

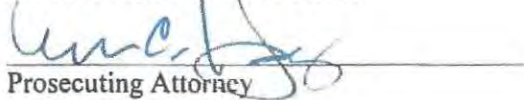
BARGAINING TEAM REPS:






_____ #80

APPROVED AS TO FORM:



Prosecuting Attorney

APPROVED AS TO CONTENT:



Benjamin S. Albrecht
Labor Counsel to LCSO

APPENDIX A

A. January 1, 2018

Step 1	Step 2	Step 3	Step 4	Step 5
Entry	6 months	1 year	1 1/2 years	2 years
\$ 23.39	\$ 23.61	\$ 25.37	\$ 26.67	\$ 27.96

B. January 1, 2019

Step 1	Step 2	Step 3	Step 4	Step 5
Entry	6 months	1 year	1 1/2 years	2 years
\$ 24.10	\$ 24.32	\$ 26.13	\$ 27.47	\$ 28.80

C. January 1, 2020

Step 1	Step 2	Step 3	Step 4	Step 5
Entry	6 months	1 year	1 1/2 years	2 years
\$ 24.82	\$ 25.05	\$ 26.92	\$ 28.29	\$ 29.67