

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

W. Scott Bower,

Appellant,

v.

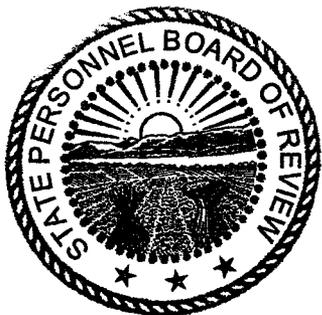
Case No. 2013-MIS-06-0162

Geauga County Sheriff,

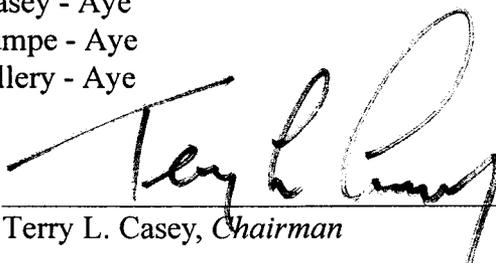
Appellee.

ORDER

This matter came on for consideration on the motion of the Appellant that the Settlement Agreement attached hereto and incorporated herein by reference, be adopted. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement is **ADOPTED** and the appeal is **DISMISSED**.



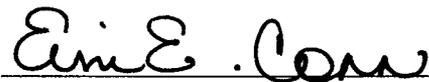
Casey - Aye
Lumpe - Aye
Tillery - Aye


Terry L. Casey, *Chairman*

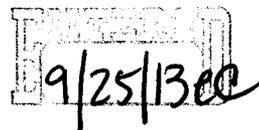
CERTIFICATION

The State of Ohio, State Personnel Board of Review, ss:

I, the undersigned clerk of the State Personnel Board of Review, hereby certify that the foregoing is ~~(the original)~~ a true copy of the original) order or resolution of the State Personnel Board of Review as entered upon the Board's Journal, a copy of which has been forwarded to the parties this date, September 25 2013.


Erin E. Conn
Clerk

NOTE: Please see the reverse side of this Order **or** the attachment to this Order for information regarding your appeal rights.


9/25/13

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

W. SCOTT BOWER,)	CASE NO. 2013-MIS-06-0162
)	
Appellant,)	ADMINISTRATIVE LAW JUDGE
)	JAMES R. SPRAGUE
vs.)	
)	
GEAUGA COUNTY SHERIFF,)	
)	
Appellee.)	

SETTLEMENT AGREEMENT

Now come Appellant, W. Scott Bower (hereinafter referred to individually as “Appellant”) and Appellee, Geauga County Sheriff (hereinafter referred to individually as “Sheriff”) (collectively referred to as “Parties”), pursuant to Sections 124-11-20(B) and (C) of the Ohio Administrative Code, by and through the undersigned counsel, and hereby submit this signed Settlement Agreement for this Honorable Board’s acceptance and incorporation into a final order, which evidences the Parties’ resolution of the above-captioned matter pursuant to the following agreed upon terms:

1. Appellant agrees to submit to an independent medical examination conducted by a licensed practitioner at Keystone Physical Therapy located at University Hospitals Corporate Health, 774 South Broadway Street, Geneva, Ohio 44041 (telephone number – 440.466.5156), at the expense of the Sheriff, to determine if Appellant is able to work and is capable of performing the essential job duties of a full-time Corrections Officer. Such independent medical

ENTERED
9/30/13

examination shall take place at a mutually agreed upon date and time between the Appellant and the licensed practitioner at the address and telephone number above;

2. Should the results of the independent medical examination listed in paragraph 1 above provide that Appellant is not able to work and not capable of performing the essential job duties of a full-time Corrections Officer, then the Parties agree that the licensed practitioner at Keystone and Appellant's doctor will mutually select another license practitioner to conduct another independent medical examination, of which the Parties will split the costs of such independent medical examination, and the Parties agree that such results will prevail. Should the results of the second independent medical examination conclude that Appellant is not able to work and not capable of performing the essential job duties of a full-time Corrections Officer, then Appellant will not be employed by the Sheriff as a full-time Corrections Officer and Appellant agrees to withdraw the above-captioned appeal;

3. Providing that the results of the independent medical examination listed in paragraphs 1 or 2 above indicate that Appellant is able to work and is capable of performing the essential job duties of a full-time Corrections Officer (a copy of which shall be provided to the Sheriff), Appellant will be reinstated as a full-time Corrections Officer at the Sheriff's Office at a mutually agreed upon start date between Appellant and the Sheriff;

4. The Parties agree that Appellant's rate of pay for the first year of his re-employment as a full-time Corrections Officer will be at the second to highest step. The Parties also agree that after one (1) year of his re-employment as a full-time Corrections Officer, Appellant's rate of pay will be at the highest step;

5. The Parties agree that Appellant is entitled to prorated personal leave and any holidays from Appellant's start date as a reinstated full-time Corrections Officer to December 31,

2013. The Parties also agree that, beginning on January 1, 2014 and every year thereafter, Appellant is entitled to take all holidays and personal leave so provided by the collective bargaining agreement between the Sheriff and the Ohio Patrolmen's Benevolent Association. The Parties further agree that one (1) year after Appellant's start date, he will be entitled to paid annual vacation based on his total years of service with the Sheriff, including prior to his separation from the Sheriff's Office in 2012;

6. The Parties agree that Appellant will not be required to serve a probationary period when he is reinstated as a full-time Corrections Officer. The Parties also agree that Appellant will begin his re-employment as a full-time Corrections Officer with zero (0) seniority and zero (0) longevity. Thereafter, the Parties agree that Appellant will accrue such seniority and longevity pursuant to the collective bargaining agreement in effect between the Sheriff and the Ohio Patrolmen's Benevolent Association or other agreement or employment policy that applies;

7. The Parties agree that other than the agreed-upon terms and conditions listed above in this Settlement Agreement, Appellant's employment as a full-time Corrections Officer is, at all times, subject to any and all collective bargaining agreement(s) in effect between the Sheriff and the Ohio Patrolmen's Benevolent Association, all applicable rules, practices, and procedures of the Sheriff's Office, and any and all state and federal laws that apply;

8. Neither the fact that Appellant and the Sheriff have executed this Settlement Agreement, nor the substantive terms herein, shall be relied upon or cited by any employee of the Sheriff's Office and/or any member of the Ohio Patrolmen's Benevolent Association in any future grievance, arbitration, appeal before the State Personnel Board of Review, or lawsuit, except an action of the Parties to enforce the terms of this Settlement Agreement;

9. By signing this Settlement Agreement, Appellant agrees to release the Sheriff, his successors, assigns, employees, agents, and representatives, from any and all claims, damages, actions, issues, and concerns arising out of or relating to the instant appeal, Appellant's previous medical disability, and/or the Sheriff's denial of reinstatement and Appellant further agrees to withdraw his pursuit of the instant appeal pending before the State Personnel Board of Review;

10. By signing this Settlement Agreement, the Sheriff agrees to withdraw any appeal of Appellant's unemployment compensation currently pending;

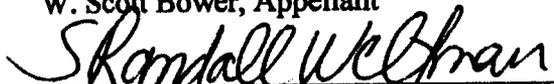
11. The Parties agree that they have entered into this Settlement Agreement willingly, knowingly, and voluntarily in an effort to settle and resolve the instant appeal and this Settlement Agreement in no way constitutes an admission of liability or wrongdoing on the part of Appellant or the Sheriff; and

12. Pursuant to Section 124-11-20(B) of the Ohio Administrative Code, once the State Personnel Board of Review accepts this signed Settlement Agreement and incorporates this Settlement Agreement into a final order, the Parties agree to carry out the terms and conditions of this Settlement Agreement.

APPROVED AND ACCEPTED BY:



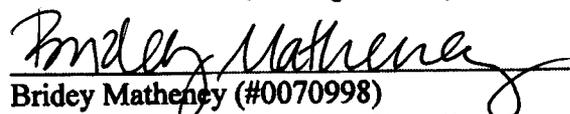
W. Scott Bower, Appellant



S. Randall Weltman (#0029981)
Counsel for Appellant



Daniel McClelland, Geauga County Sheriff



Bridey Matheny (#0070998)
Counsel for Geauga County Sheriff