

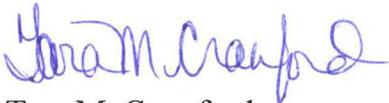
STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF: }  
 }  
FRATERNAL ORDER OF POLICE, } CASE NO.(S): 11-MED-07-0974  
OHIO LABOR COUNCIL, INC., }  
EMPLOYEE ORGANIZATION, }  
 }  
and, }  
 }  
HAMILTON COUNTY SHERIFF, }  
EMPLOYER. }  
 }  
 }

FILING OF COLLECTIVE BARGAINING AGREEMENT  
(Addendum)

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

Respectfully Submitted



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

cc: Mr. Brett Geary, [bgeary@clemansnelson.com](mailto:bgeary@clemansnelson.com)

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MEMORANDUM OF UNDERSTANDING  
between  
THE HAMILTON COUNTY SHERIFF'S OFFICE  
and  
THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL  
REGARDING INCLUSION OF ELECTRONIC MONITORING OFFICERS, CORPORALS,  
EXECUTION OFFICERS AND LAW ENFORCEMENT INVESTIGATORS INTO THE BARGAINING  
UNIT

The Hamilton County Sheriff's Office (hereinafter referred to as "the Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as "the Union" or "the FOP"), jointly referred to as "the Parties," hereby agree to the following Memorandum of Understanding ("MOU") which shall be an understanding as to the inclusion of Electronic Monitoring Officers, Corporals, Execution Officers and Law Enforcement Investigators into the FOP Enforcement Unit labor agreement (or CBA). The Parties have used this MOU to promote amicable relations between the Employer, the Union, and bargaining unit employees represented by the Union. The provisions of this MOU are intended for clarification of the inclusion of Electronic Monitoring Officers, Corporals, Execution Officers and Law Enforcement Investigators into the FOP Enforcement Unit contract, and the Parties agree that this MOU, and the provisions contained herein, shall not be considered precedent for future labor disputes, but it shall be considered the starting point for the successor agreement between the Parties.

The Employer and the Union agree to the following provisions:

1. The Parties agree that the provisions of this MOU are permitted by the Parties' collective bargaining agreement, either explicitly or implicitly, and by the SERB certification of the opt-in election in case 2013-REP-09-0077 and 2014-REP-02-0021.
2. Electronic Monitoring Officers and Corporals shall be added to the CBA as of January 10, 2014. Execution Officers and Law Enforcement Investigators will be added to the CBA as of March 24, 2014. Bargaining unit members who have been TDY'd as Execution Officers and as a Law Enforcement Officers will retain their seniority regardless of the opt-in date of these positions.
3. Electronic Monitoring Officers, Corporals, Execution Officers and Law Enforcement Investigators will be considered as part of the bargaining unit described in Article 2 (FOP Recognition), Section 2.1, and as described in SERB case number 2013-REP-09-0077 and 2014-REP-02-0021. Electronic Monitoring Officers shall be considered in the classification of Court Service Officer.
4. Any grievances filed by Electronic Monitoring Officers, Corporals or Execution Officers will proceed per Article 8 (Grievance Procedure), Section 8.6, to the Court Services Division Commander or designee. Any grievance filed by the Law Enforcement Investigator will proceed per Article 8 (Grievance Procedure).

Section 8.5, to the Patrol Division Commander or designee.

5. Electronic Monitoring Officers and Corporals seniority dates shall be set at January 10, 2014, for purposes of Article 12 (Seniority), Section 12.2, with ties being determined by Section 12.2. Bargaining unit members who have been TDY'd as Execution Officers and as Law Enforcement Investigators will retain their seniority regardless of the opt-in date of these positions.
6. Electronic Monitoring Officers shall be considered in the B classification group under Article 13 (Layoff and Recall), Section 13.1. Work in the Electronic Monitoring unit is an assignment, subject to the discretion of the Employer. Assignments to the Electronic Monitoring unit are not subject to any bidding restrictions in the labor agreement, including, but not limited to, Section 19.3 and Appendix A.

Electronic Monitoring Officers and Corporals seniority shall be pursuant to Article 12. Electronic Monitoring Officers and Corporals shall be subject to all restrictions in Section 13.2 for bumping rights.

7. Electronic Monitoring Officers and Corporals shall be eligible for Lateral Transfers as described in Article 14 (Vacancies), Section 14.3, but any Electronic Monitoring Officer or Corporal applying for a Court Services position or a Patrol Division position must have at least three (3) years' service as an Electronic Monitoring Officer, unless waived by the Employer, and must satisfactorily complete a six (6) month trial period. Lateral transfers shall not require any testing as described in the labor agreement. An Electronic Monitoring Officer shall be considered in the Court Services Division for purposes of promotion as described in Section 14.4.
8. Hours of work for Electronic Monitoring Officers, Corporals, Execution Officers and Law Enforcement Investigators shall be set at a forty (40) hour per week assignment (like Court Services), the hours of which will be determined by the Employer. Such schedule shall be in force and effect until negotiations result in a successor agreement between the Parties. Electronic Monitoring Officers, Corporals, Execution Officers and Law Enforcement Investigators shall not be subject to any restrictions in Appendix A.
9. Electronic Monitoring Officers shall be paid according to the Court Services Officer pay scale as set forth in Article 20 (Wages and Compensation), Section 20.1. Employees currently being paid \$52,667.00 annually will be placed at 3 year step of the Court Services pay scale effective January 10, 2014. Electronic Monitoring Officers currently being paid \$44,400.00 annually will be placed at the 1 year step, effective January 10, 2014, and proceed through the steps in accordance with Section 20.2 of the CBA, as 1 January 10, 2014, was their anniversary date. Execution Officers and Law Enforcement Investigators will be paid at the Corporal rate of pay effective March 24, 2014, and added to Section 20.4 of the CBA.

10. Electronic Monitoring Corporals shall be paid according to the Corporal pay scale as set forth in Article 20 (Wages and Compensation), Section 20.1.
11. Electronic Monitoring Officers and Corporals who take calls off-duty shall be compensated per Appendix A (attached) for such calls. If such employees are required to leave their homes to complete a work assignment after hours, they shall be subject to Article 21 (Court Time/Call-III Time/Stand-by), Section 21.2.
12. Electronic Monitoring Officers, Corporals, Execution Officers and Law Enforcement Investigators on a forty (40) hour per week assignment, will be paid according to Section 23.3.
13. Electronic Monitoring Officers and Corporals shall be considered a separate unit for purposes of vacation requests as described in Article 24 (Vacation), Section 24.4, with tie-breakers described in Article 12 (Seniority). Vacation picks for calendar year 2014 are already in place.
14. The Parties agree that the Union and bargaining unit employees shall be prohibited from filing any grievance regarding the agreements reached in this document, except to enforce the provisions of this MOU.

The Parties have accepted this MOU voluntarily and without coercion, and none of the Parties has been pressured to accept the provisions of this MOU because of any reason.

Further, the Parties agree that nothing in this MOU shall be used as a basis for establishing a past practice for any other issue, and this MOU shall not set any precedent for future labor disputes between the Parties that are unrelated to this MOU.

FOR THE HAMILTON COUNTY SHERIFF

Jim Neil

Jim Neil  
Hamilton County Sheriff

Keith 2 Clepper

Keith Clepper  
Office of Labor Relations

Brett A Geary

Brett A Geary  
Labor Relations Consultant

5/20/14  
Date

FOR THE FOP, OHIO LABOR COUNCIL, INC.

Paul Cox

Paul Cox  
Chief Counsel

Don Maher

Don Maher

Tim Maddy

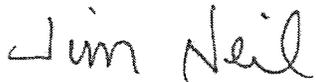
Tim Maddy

APPENDIX A

**Appendix A.** Any employee called in to work at a time outside his/her regularly scheduled shift, which call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of three (3) hours at the overtime rate of pay.

In recognition of the uniqueness of their position and responsibilities, Electronic Monitoring Officers and Corporals who receive a text off duty that requires them to check one of the defendants/probationers they are responsible for shall receive a minimum of thirty (30) minutes of pay at the overtime rate of pay. Should the Electronic Monitoring officer have to leave their home in which call-in does not abut his/her regularly scheduled shift, such officer shall be paid a minimum of three (3) hours at the overtime rate of pay.

FOR THE HAMILTON COUNTY SHERIFF

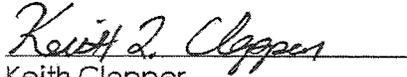


Jim Neil  
Hamilton County Sheriff

FOR THE FOP, OHIO LABOR COUNCIL, INC.



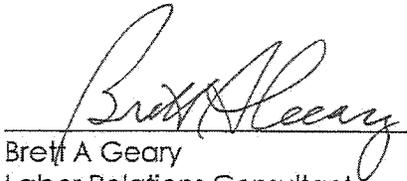
Paul Cox  
Chief Counsel



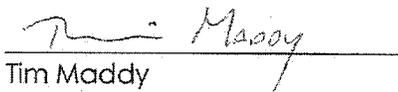
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Tim Maddy

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