STATE EMPLOYMENT RELATIONS BOARD

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10-MED-08-0971
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K27438

AGREEMENT

BETWEEN

THE WARREN COUNTY SHERIFF

AND

THE WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

SWORN SERGEANTS AND LIEUTENANTS

SERB CASE NUMBER
2010-MED-08-0971

Effective through
November 20, 2013

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PREAMBLE

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Warren County Sheriff's Office, hereinafter referred to as the "Employer," and the Warren County Deputy Sheriff's Benevolent Association, hereinafter referred to as "the Benevolent Association."

The Employer and the Benevolent Association agree that the goal of this Agreement is to create a working relationship between both parties.

ARTICLE 1
RECOGNITION

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board in Case No. 98-REP-02-0034, as may be amended/clarified by SERB as set forth herein, the Employer recognizes the Benevolent Association as the sole and exclusive representative for all employees sworn under Ohio Revised Code 311.04 in the following classifications: sergeants and lieutenants.

Section 1.2. The Benevolent Association recognizes the following employees as being excluded from the bargaining unit: sheriff, chief deputies, majors, captains, road patrol deputies, correction officers, detectives, court officers, transportation officers, clerical specialists, computer technicians, evidence room/property manager, custodial workers, fiduciary employees, confidential employees, intermittent employees, and part-time employees. The position of Internal Affairs shall be included in the bargaining unit.

Section 1.3. Special Deputies and Cadet Deputies shall not be utilized in any way which would cause the layoff of or denial to overtime opportunities for bargaining unit personnel. They may continue to be used as in the past for prisoner visitation and recreation, and to supplement the work force in emergency situations, but not during the period of a layoff of bargaining unit personnel. The use of non-member (higher ranking officers of the department to cover for absent Sergeants and Lieutenants) for a period not to exceed thirty-two (32) hours per month shall not be considered a violation of any article of this agreement providing that the higher ranking officers are not being compensated at the overtime rate.

Section 1.4. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.5. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Benevolent Association in writing within thirty (30) calendar days. If the Benevolent Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Benevolent Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Benevolent Association, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to

amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Benevolent Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in him prior to the date of this Agreement. Unless the parties have specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the department, the Employer shall retain all rights imposed upon him by law to carry out the administration of the department and include, but not be limited to:

A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.

B. The right to relieve employees from duty, and determine the number of personnel needed in the department, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.

C. The right to purchase equipment, materials or services.

D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the department; maintain and improve the efficiency and effectiveness of the department, and the county.

E. The right to make reasonable rules and regulate the department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the department in regard to any matter.

F. The right to take any necessary actions to carry out the mission of the department in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.

H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.

I. The right to assign to shifts and duties.

J. The right to introduce new or improved methods, operations, equipment or facilities.

K. The right to schedule overtime work as required.

L. The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.2. Where the rights, powers and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. The Employer and the Benevolent Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, ancestry or genetic information of any person, or Benevolent Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law. An employee must elect to pursue arbitration or other causes of action prior to arbitration. If an employee elects to pursue a discrimination cause of action pursuant to State or federal law, they are thereafter denied a remedy for the same discrimination claim in the Grievance Procedure Article in this Agreement.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4
BENEVOLENT ASSOCIATION SECURITY

Section 4.1. The Employer agrees, upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Benevolent Association membership dues uniformly required of bargaining unit members. The Benevolent Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit members' wages shall be forwarded to the Benevolent Association once each month.

Section 4.2. The Employer agrees to deduct Benevolent Association dues once each pay period for twenty-six (26) pay periods per year from a regular paycheck of bargaining unit employees. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Benevolent Association dues from the payroll check for the next pay period in which

dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. Employees in the bargaining unit who are not members of the Union, and who have completed sixty (60) days of employment, including employees who resign from membership in the Union after the effective date of this Article, shall pay to the Benevolent Association, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share fee is automatic and does not require the employee to remain a member of the Benevolent Association, nor shall the fair share fee exceed the dues paid by the members of the Benevolent Association in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Benevolent Association shall certify the amount of fair share fee to the Employer in writing during January of each calendar year. It is expressly understood that this provision is contingent upon the Benevolent Association presenting the Employer with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law.

Section 4.4. The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence, or (5) any pay period during which the employee does not earn enough wages for Benevolent Association dues to be deducted after all other deductions are made.

Section 4.5. The parties agree that neither the employees nor the Benevolent Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Benevolent Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.6. The Benevolent Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5
BENEVOLENT ASSOCIATION REPRESENTATION

Section 5.1. Representatives of the Benevolent Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Benevolent Association representative shall identify himself to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than eleven (11) employees combined from all five (5) bargaining units within the Sheriff's Office, designated by the Benevolent Association, to act as Benevolent Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members, as provided herein.

Section 5.3. The Benevolent Association shall provide to the Employer an official roster of all Benevolent Association Executive Board Members which is to be kept current at all times and shall include the following:

A. Name;

B. Address;

C. Home or cellular telephone number; and

D. Benevolent Association office held.

No employee shall be recognized by the Employer as a Benevolent Association Executive Board Member until the Benevolent Association has presented the Employer with written certification of that person's selection.

Section 5.4. The investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activity does not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during a Executive Board Member's work time when release of the Executive Board Members will not unduly disrupt the operation of the Employer:

A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.

B. Investigation of any situation involving a work related injury of a bargaining unit member.

C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Benevolent Association agrees that no Executive Board Member or representative of the Benevolent Association either employee or non-employee of the employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees. Further, the Benevolent Association agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on duty employees except to the extent specifically authorized by the Employer.

Section 5.6. The Benevolent Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The Employer agrees to furnish the Benevolent Association bulletin board space to be used by the Benevolent Association for the posting of notices and bulletins relating to the Benevolent Association. All items so posted will bear the signature of an official of the Benevolent Association. The location of said bulletin board space shall be designated by the Employer.

ARTICLE 7
PROBATIONARY PERIODS

Section 7.1. Any employee promoted into the bargaining unit as a Sergeant shall be required to successfully complete a probationary period of one (1) calendar year. Any employee promoted from Sergeant to Lieutenant within the bargaining unit shall be required to successfully complete a probationary period of one hundred eighty (180) calendar days. An employee serving a initial probationary period whose performance is judged unsatisfactory shall be returned to his former classification. Any employee who successfully bids on a permanent reassignment shall serve a probationary period of one hundred twenty (120) calendar days. If the employee's performance in the new position is unsatisfactory, the employee shall be returned to his former position.

Section 7.2. Employees promoted into the bargaining unit as Sergeant or from Sergeant to Lieutenant shall be assigned to the classification pay rate at the beginning of the pay period next following the promotion.

Section 7.3. Any employee failing to complete the required promotional probationary period shall be returned to his previously held classification with no loss in seniority or benefits.

Section 7.4. An employee demoted to a lower classification for any reason shall receive the rate of pay in that classification which coincides with his years of service.

ARTICLE 8
SENIORITY

Section 8.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 8.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 8.2. "Departmental Seniority" shall be computed on the basis of uninterrupted length of continuous service with the employer as a sworn officer. "Rank Seniority" shall be computed on the basis of total time in rank. Rank seniority shall prevail over departmental seniority where seniority rights are listed in this agreement.

A. The following situations shall not constitute a break in continuous service:

1. absence while on approved paid leave of absence or while on FMLA;

2. absence while on disability leave;

3. military leave; and

4. a layoff of eighteen (18) months duration or less.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. discharge or removal for just cause;

2. retirement;

3. layoff for more than eighteen (18) months;

4. failure to return to work within ten (10) calendar days of a recall from layoff;

5. failure to return to work at the expiration of leave of absence; and

6. a resignation.

C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.

D. Seniority continues to accrue under the situations described in Section 8.2(A)(1) through (4) above.

ARTICLE 9
VACANCIES/PROMOTIONS

Section 9.1. When the Employer determines that a new assignment or a vacancy in any assigned area becomes available, notice of such assignment availability shall be posted in the Sheriff's Office out post room, squad room and jail section. All such notices will contain a description of the position to be filled, any special qualifications that may be required, and the location where the employee will be required to report to work. All personnel who feel that they qualify for the assignment or vacancy may submit a request to the Employer to be considered for transfer to the new assignment or vacant position. Notice of vacancies shall be posted as provided for herein for fourteen (14) calendar days prior to being filled. Specialized Assignments include Deerfield Post Commander, South Lebanon Post Commander, Training Section Sergeant, Administrative Enforcement Lieutenant, Drug Task Force Lieutenant, C.I.S. Sergeant and Lieutenant.

Section 9.2. In the selection of a successful applicant for a vacancy to any other position other than a specialized assignment, or promotion, seniority shall prevail. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first.

Section 9.3. In the selection of a successful applicant for a specialized assignment the following factors shall prevail:

A. Seniority (20%)
B. Records of Attendance (10%)
C. Records of Discipline (10%)
D. Records of Commendation (10%)
E. Ability to perform specialized job duties (40%). Physical standards shall account for ten percent (10%) for Training Section Sergeant. The remaining thirty percent (30%) shall apply to ability to perform specialized job duties.
F. Performance Evaluations (10%)

Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first.

Section 9.4. In the selection of a successful applicant for a promotion, the test score (100 points of which up to ten [10] points can be based upon physical standards) and the following factors will determine a successful candidate:

A. Seniority (4/10's of a point per year with a maximum of 5 points)
B. Records of Attendance (5 points)
C. Records of Discipline (5 points)
D. Records of Commendation (5 points)
E. Performance Evaluations (4 points)

The Employer shall make available to all applicants the weights to be given to each component of the test (e.g. percentage, number of points, pass/fail, etc.)

Section 9.5. It is the intent of the Employer that the most qualified applicant will be selected.

Section 9.6. Nothing in this Article shall in any way control the right of the Employer to make a change in assignment or to temporarily fill a vacancy. However, the Employer shall first consider qualifications of existing employees prior to hiring outside employees.

Section 9.7. An employee awarded a permanent reassignment through the bidding process within any assigned area may not voluntarily elect to return to his or her previous duty assignment. An employee awarded a specialized assignment pursuant to Section 9.3 of this Article in the C.I.S, D.T.F, or Training units only may voluntarily elect to return to his or her previous duty assignment within thirty (30) calendar days from the date that the employee first reports to work. The Employer shall award the assignment to the next highest eligible applicant on the established candidate list.

Section 9.8. When a temporary assignment which will exceed forty-five (45) calendar days becomes available (e.g., a temporary detective, road patrol, or court service position), it will be

posted for bid pursuant to this Article, but for a period of seven (7) calendar days. The position shall be awarded to the senior qualified applicant. Should no bargaining unit employee desire the position, the least senior qualified employee shall be reassigned first. The parties may mutually agree to extend the assignment.

Section 9.9. Appointment to the position of Lieutenant shall be filled in accordance with this Article, and with members of this bargaining unit, unless there are no qualified bargaining unit members for the position. The intent is to establish a Lieutenant eligibility list. Whenever the Employer determines to fill a vacancy in the Lieutenant classification, it shall be filled by the person, if any, standing highest on the promotional eligibility list established from a promotional examination, assessment and testing procedure. Eligibility lists shall remain in effect for one (1) year, or until the list is exhausted, whichever comes first. In order to be eligible to apply or test for a Lieutenant position, an employee must be within one (1) month of completing two (2) years of service in the preceding rank. When a test is given, each employee taking the test will have ten (10) days from the completion of the testing process to review his or her testing packet, exclusive of any proprietary material.

Section 9.10. When the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee and for vacation accrual. All other seniority based benefits will be based on department or classification seniority. An employee covered by this provision shall be subject to a one (1) year probationary period.

ARTICLE 10
DISCIPLINE

Section 10.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

A. Verbal reprimand (time and date recorded);

B. Written reprimand;

C. Suspension without pay;

D. Reduction in classification (demotion); and

E. Discharge from employment.

Section 10.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct.

Section 10.3. The Employer may take disciplinary action for actions occurring while the employee is on duty, or working under the colors of the Employer, or represents himself as an

employee of the Warren County Sheriff's Office, or in instances where the employee's conduct violates his oath of office or where the employee's on or off-duty action creates harm to the image of the Sheriff's Office. If an employee is to be disciplined, the Employer will commence the procedures within sixty (60) calendar days of verification of the event which may be cause for discipline. Verification means the close of the Administrative Investigation.

Section 10.4. In any interview between a bargaining unit member and a member of management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the affected employee will be given his Miranda and/or Garrity Rights by the Employer and the employee may request to have Benevolent Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than one (1) hour for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 10.5. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 10.6. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall either not be an employee of the Warren County Sheriff, or shall not be in the employee's chain of command.

Section 10.7. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative Investigation (AI) report prior to the conference. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 10.8. The employee is entitled to a representative of his choice to accompany him to the conference. The employee shall provide a list of witnesses and the name and occupation of his representative to the Employer as far in advance as possible, but not later than forty-eight (48) hours prior to the disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered overtime and compensated at the overtime rate.

Section 10.9. At the conference, the employee will be advised of his Garrity Rights by the Employer. The hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. The employee or representative may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the hearing officer has the right to limit the witnesses' testimony to matters relevant to the allegations of misconduct, and to limit the redundancy of testimony.

Section 10.10. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the Benevolent Association, and the Employer upon completion of the report.

Section 10.11. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, the following conditions shall apply:

A. Employees being questioned as witnesses shall be so informed.

B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have a Benevolent Association representative or a representative of his choice present during the questioning.

C. Prior to questioning, the employees will be given their Miranda and/or Garrity Rights (including witnesses) and shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

D. The Employer may audio record any investigative interviews or disciplinary conferences. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.

E. Preliminary investigations and disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.

F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.

G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 10.12. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 10.13. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony

shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence. The employee shall continue to be responsible for the payment of the employee's portion of the insurance premium.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 11.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matters. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the Division Commander within ten (10) business days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the ten (10) business day period. The Division Commander must give his answer to the grievance in writing within ten (10) business days following the date on which the grievance was presented to him.

Section 11.3. Step 2: Failure of the Division Commander to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the ten (10) business day period shall grant the employee the right to submit the grievance within ten (10) business days to the Major or Captain who shall rule on the merits of the grievance and must respond in writing within ten (10) business days.

Section 11.4. Step 3: If the grievance is not resolved by the Major or Captain to the satisfaction of the aggrieved employee within the ten (10) business day time period, the employee may then refer the matter to the Sheriff or designee within ten (10) business days following the Major's or Captain's response. Should the Major or Captain fail to answer the grievance within the ten (10) business day period, the ten (10) business day submission period to the Sheriff or designee shall commence on the day following the end of the ten (10) business day period granted to the Major or Captain. The Sheriff or designee must answer the grievance in writing within ten (10) business days of the date of the receipt of the grievance.

Section 11.5. Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request from the Benevolent Association in accordance with the provisions of this Article.

Section 11.6. The Benevolent Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) business days from the date of the final answer on a grievance from Step 3, the Benevolent Association shall notify the Employer of its intent to seek arbitration.

Section 11.7. The Sheriff and the Benevolent Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Sheriff and the Benevolent Association are not able to agree upon an arbitrator within ten (10) business days after receipt by the Employer of the demand for arbitration, the Benevolent Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA Rules. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in a substitute list.

Section 11.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 11.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to award modification of such discipline.

Section 11.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Benevolent Association.

Section 11.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that Sheriff's Office employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 11.12. The Benevolent Association shall use a grievance form which shall provide the information required in the Article. The Benevolent Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Benevolent Association Representative(s) all replies concerning the grievance.

Section 11.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 11.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 11.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

Note: All references to business days in this article refer to Monday – Friday, excluding holidays.

ARTICLE 12
PERSONNEL FILES

Section 12.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time during regular business hours, and may upon request and at the employee's expense, receive a copy of documents contained therein.

Section 12.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3. Provided no similar intervening discipline has occurred, non-disciplinary counseling sessions, records of verbal reprimand (time and date recorded) and written reprimand shall cease to have force and effect one (1) year from the date of issuance. Any record of disciplinary suspension or demotion shall cease to have force and effect two (2) years from the date of issuance, providing no intervening discipline has occurred. Any inactive non-disciplinary counseling session or record of discipline will, at the request of the employee, be physically removed from the employee's personnel file and placed in a separate file maintained in the human resources office. Such separate file shall be clearly marked "inactive file." The employee's written request to remove inactive records of discipline shall be located in the inactive file with no copies in the active file.

Section 12.4. Each employee will have the right to insert statements into his personnel file concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel file.

Section 12.5. Inactive files provided for in Sections 12.3 and 12.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

ARTICLE 13
SAFETY AND WELFARE

Section 13.1. The Employer and the Benevolent Association agree that the safety and welfare of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 13.2. The Benevolent Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 13.3. The Employer shall provide Hepatitis B, Flu, and Tuberculosis vaccinations/screens upon request to those employees who have direct contact with prisoners or former clients. The Employer shall advise employees of the medical conditions of clients (prisoners) in the most appropriate way in order to avoid the risk of infections and communicable disease to employees and to facilitate the proper care of the client. Employees who test positive for tuberculosis (TB) will be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the employee's health insurance plan.

In the event an employee has direct contact with an individual who has a communicable disease or infection, the Employer shall make medical screening available for the employee to screen for infection at the Employer's expense to the extent such medical screening and medication is not paid for under the employee's health insurance plan.

Section 13.4. The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise their duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 13.5. Eligible employees and their dependents shall be provided services through an Employee Assistance Program (EAP) as part of the Employer sponsored medical benefits plan at no additional cost to the employee, up to the maximum limits allowed in the EAP. (Eligibility for EAP services is separate from eligibility for the medical benefits plan.) Employees may schedule these appointments without Employer notification or approval. Records relating to EAP services shall only be released in accordance with applicable laws, unless the employee has provided a release for disclosure of the records.

ARTICLE 14
LABOR/MANAGEMENT AND SAFETY MEETINGS

Section 14.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues) require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. The Benevolent Association and the Employer may have representatives as each deems necessary to address the issues.

Section 14.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

A. Discuss the administration of this Agreement.

B. Notify the Benevolent Association of changes made by the Employer which may affect bargaining unit members.

C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.

D. Disseminate general information of interest to the parties.

E. Give the Benevolent Association representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.

F. Discuss ways to improve efficiency and work performance.

G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools and facilities.

H. Review all health and safety complaints and make recommendations for corrective action.

Section 14.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

ARTICLE 15
EDUCATION AND TRAINING

Section 15.1. The Employer recognizes and understands that continuing education and training are important aspects of employee performance and career development. The Employer agrees to make every reasonable effort to provide information through postings on appropriate training opportunities in the area.

Section 15.2. All training required of an employee in his current position by the Employer shall be paid for by the Employer. All required training shall be counted as time worked. On multiple day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or from the site to the county shall be counted as regular work days, not to exceed eight (8) hours per day.

Section 15.3. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition and fees pursuant to the Employer's policy for all required training and for voluntary training which has been approved in advance by the Employer.

Section 15.4. Required training and/or instructions, as well as time for successful completion of "duty weapons" firearms qualifications, shall be considered time worked when the employee is not scheduled to work and is in an off duty status.

Section 15.5. If at any time, due to training required by the Employer that is not required for state certification, a member is obligated to work over their normal workday the member shall be compensated at time and one half (1 ½) for any extra hours worked, up to a maximum of two (2) hours per in class day. This includes but is not limited to, any preparation for training, any homework for training, and any research needed for training.

Section 15.6. In the event an employee is scheduled for off-site training, the employee shall be paid for travel time for the time spent traveling to and from the training. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time shall be paid to the employee at his/her regular salary, with all hours worked in excess of eight (8) hours in any day paid at time and one-half (1 ½) the employee's hourly wage.

ARTICLE 16
INSURANCES

Section 16.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit County general fund employees.

Section 16.2. The Employer may provide a comprehensive plan, a flexible benefits plan, or a preferred provider plan, etc. as additional options on the same basis these plans are provided to non-bargaining unit County general fund employees.

Section 16.3. If the Employer determines that it is necessary to assess a partial co-payment of insurance premiums by non-bargaining unit County general fund employees, the same partial co-payment shall also apply to employees in this bargaining unit. The partial co-payment shall not exceed fifteen percent (15%) of the in category premium, up to a maximum of $55.00 per pay period.

Section 16.4. The Employer shall provide a term life insurance policy in the amount of twenty five thousand dollars ($25,000), or an amount equivalent to one (1) year's base annual salary, whichever is greater, for each bargaining unit employee.

Section 16.5. For 2011, the Employer shall provide at least $600 annually into the health savings account of employees electing single insurance coverage under the Employer's HSA plan and at least $1200 annually into the health savings account of employees electing family insurance coverage under the Employer's HSA plan. These amounts shall be made in two (2) equal deposits in January and July. If the parties do not agree on the Employer's deposit amount for the HSA account for plan year 2012 or 2013, the Union or the Employer shall notify SERB in the appropriate manner for a reopener of this article.

ARTICLE 17
PROFESSIONAL INSURANCE

Section 17.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 17.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties. Counsel shall be mutually agreeable between the Employer and employee. In the absence of agreeable counsel, the Warren County Bar Association shall be requested to assign counsel.

ARTICLE 18
TRAVEL EXPENSE REIMBURSEMENT

Section 18.1. The Employer shall reimburse employees for expenses incurred by the employee with an itemized receipt while on official business in accordance with the following:

TRAVEL

A. By County vehicle - actual expense upon presentation of receipts.

B. By employee private vehicle - per County policy.

C. By commercial carrier (airline, train, bus, taxi) actual costs of fare upon presentation of receipts and with prior approval of Employer.

D. Tolls and parking - actual costs upon presentation of receipts.

HOTEL/MOTEL

Actual costs, if prior approval is received from the Employer and upon presentation of itemized receipts.

MEALS

When on authorized out-of-county official business for one (1) full shift or more, reasonable expenses upon presentation of itemized receipts. The Employer shall have sole discretion in determining the hours during which travel must occur in order to be eligible for reimbursement for a particular meal. The Employer shall also have sole discretion in determining the maximum amount to be reimbursed for each meal. Meals will not be reimbursed where travel is to an adjacent county for less than three (3) consecutive days. Adjacent counties, for purposes of this provision, are: Clermont, Hamilton, Butler, Preble, Montgomery, Greene, and Clinton. An employee assigned to such out-of-county travel (such as in training) for three (3) consecutive days or more may request advance payment of the per diem meal allowance. Payment will be made from the Sheriff's Office funds, which the employee must reimburse when the County pays the employee's expenses.

Section 18.2. All expenses shall be filed on the travel expense report with the itemized receipts attached. An itemized receipt may be handwritten, if it is signed by the vendor. Alcoholic beverages will not be a reimbursable expense.

Section 18.3. Any travel expense reimbursed by the County herein, may be reported as taxable income to the employee if the Internal Revenue Service (IRS) requires such reimbursement to be reported.

ARTICLE 19
UNIFORMS AND EQUIPMENT

Section 19.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer in quantities specified by the Employer, but not less than three (3) summer uniforms and three (3) winter uniforms. The Employer shall contract for cleaning services which employees may make use of for purposes of cleaning uniforms. Sergeants and Lieutenants are eligible for uniform shoe replacement on an "as needed" basis, but in no event will uniform shoes be replaced more than once per year.

Section 19.2. Plain clothes officers may utilize the dry cleaning vendor(s) designated by the Employer for cleaning of no more than three (3) suits (or the equivalent) per month (the Employer may make an exception to this limitation when the circumstances warrant).

Section 19.3. Where an employee supplies evidence that he sustained damage to authorized personal property in the active discharge of duty with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements to a maximum of two hundred dollars ($200.00), but not more than seventy five dollars ($75.00) for jewelry items, per calendar year. Reimbursement for damage to personal property is available only for authorized property. Certain property is considered unauthorized but permitted (e.g., cell phones, pagers, etc.), and some property may be considered prohibited (e.g., laser sights for weapons, etc.). To the extent possible, the Division Commanders and Watch Commanders will prepare lists showing examples of the three (3) categories of personal property. The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. In the event payment for damaged authorized personal property is received by the employee from any other source, the Employer shall be reimbursed for its payment to the employee under this Section.

Section 19.4. Equipment lost or damaged due to employee negligence may be repaired or replaced at the expense of the employee at the discretion of the Employer. Replacement expenses shall be limited to the fair market value of the item.

Section 19.5. The Sheriff's Office shall review and evaluate any and all issued equipment every two (2) years. The purpose of the review is to determine if issued equipment is safe and maintained to manufactures specifications. The review will be conducted by a panel made up of Management, training staff, firearms instructors, and bargaining unit members. Management shall use the results of the review to determine if new or replacement equipment is needed.

ARTICLE 20
PHYSICAL STANDARDS

Section 20.1. The Employer has the right to establish physical standards for promotions and specialized assignments, as set forth in Article 9.

ARTICLE 21
ALCOHOL/DRUG STANDARDS

Section 21.1. Drug/alcohol testing may be conducted on employees at times of pre-employment or on a random basis (for safety-sensitive positions) after employment, or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substances or alcohol may be based upon, but not limited to:

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

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

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

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

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

Section 21.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

Section 21.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 21.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of samples shall be done by an outside health care provider. The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and

illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 21.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 21.6. Split Sample Testing:

A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.

B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.

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

Section 21.7. Test results shall only be released in accordance with all applicable laws unless the employee has provided a signed release for disclosure of the results, subject to Section 21.6(C) above. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 21.8. If the alcohol or drug test is positive, and if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same or similar position for which he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his substance abuse

professional. If the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation, or if he tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violation involves evidence of a felony drug related activity, will not be offered a chance to participate in a rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

Section 21.9. Costs of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

Section 21.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written authorization of the employee.

Section 21.11. Additional Procedures Regarding Random Testing: The pool for random testing shall be a combined pool for all employees in safety-sensitive positions in all bargaining units in the Office of the Warren County Sheriff. Testing may be conducted up to three (3) times a year. Up to ten percent (10%) of the employees in the pool will be tested each time. Aside from the random approach to selection, and the lack of any need for substantiation of reasonable suspicion, the procedures for random testing shall be the same as for reasonable suspicion testing. Selection of employees shall be random, selected by an outside agency, by payroll number.

ARTICLE 22
HOURS OF WORK / OVERTIME / CALL-OUT TIME / ON-CALL TIME / COURT TIME

Section 22.1. This Article is intended to define the normal hours of work per day or per week or per period in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employee, etc. This Article is intended to be used as the basis of computing overtime and shall not be construed as a guarantee of work per day or per week or per period.

Section 22.2. With the exception of changes of shifts, when employees are required to work more than eight (8) hours in any calendar day, or more than one hundred sixty (160) hours within a twenty-eight (28) calendar day period, they shall receive compensation at the rate of one and one-half (1 ½) times their regular hourly rate for all excess hours. Overtime shall be calculated to the nearest twelve (12) minutes. An exception to the eight (8) hour provision shall be deemed accepted when the Employer and employee(s) mutually agree to do so (e.g., four [4] ten [10]

hour days). The workday for all personnel assigned to non-continuous operations is exclusive of an unpaid meal period.

Section 22.3. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1 ½) hours off for each one (1) hour of overtime worked. Employees may accumulate up to one hundred twenty (120) hours of compensatory time. The following rights and conditions shall exist as they pertain to compensatory time:

A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;

B. In all cases, requests for compensatory time off shall be approved or disapproved according to the operational needs of the Employer;

C. Requests for compensatory time off must be submitted not less than sixteen (16) hours in advance of the time requested, unless a shorter advance notice is accepted at the discretion of the supervisor;

D. Upon termination of employment, an employee will be paid for his accrued compensatory time at his current rate of pay, or his average pay over the preceding thirty-six (36) months, whichever is greater.

Section 22.4. When an employee is called in to work before the commencement of his regularly scheduled eight (8) hour working period, or when recalled to work after the conclusion of his regularly scheduled eight (8) hour working period, the employee shall receive a minimum of two (2) hours compensation for each such occurrence. This minimum does not apply to time called in to work that abuts the regularly scheduled work shift.

Section 22.5. An employee who is required to be confined or restricted to a particular pre-designated location for the purpose of being "on-call" shall be considered to be on "restricted-on-call". These hours shall be counted toward overtime calculations.

Section 22.6. An employee who is "on-call" but is only required to carry a departmental issued cell phone, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a two (2) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Any employee who is required to attend court in performance of his duties outside his regular work shift shall receive a minimum of two (2) hours at time and one-half pay at his regular hourly rate for such attendance unless the appearance abuts the regularly scheduled work shift. In the event that such court time is within two (2) hours at the end of an employee's scheduled shift, the employee may hold over until he is scheduled to attend court. No court time shall be allowed to any such employee who has been notified that his presence is not needed at least two (2) hours prior to his scheduled appearance. If he is required to stay in attendance at such court for more than two (2) hours in any one day, he shall be paid at time and one-half (1½) rate for all hours in excess of one and one-half (1½) hours spent in attendance that day. Any

employee required to attend court on their regular scheduled day off, or they are required to attend court at a time which is more than four (4) hours past the end of their scheduled shift shall receive a minimum of three (3) hours at time an one half (1 ½) their regular rate of pay for such attendance in lieu of the two (2) hour court time. Any and all fees, compensation or allowances to which any employee is or would be entitled to for such court time as provided by the statute or court order, shall be turned over and paid to the county and not retained by the employee.

Section 22.8. An employee will be afforded an eight (8) hour lay over between his hours of duty; meaning an employee who works a normal eight (8) hour tour and is relieved, shall not be ordered to another tour without such lay over. Unscheduled overtime, state of emergency, and court time will be an exception to this requirement. Employees required to attend mandatory training may not be afforded the eight (8) hour lay over, but shall normally be afforded a lay over of at least six and one-half (6½) hours.

Section 22.9. Scheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Transportation, South Lebanon, Court Services, Deerfield Township, etc.). The date and hours of the overtime will be posted with twelve (12) slots indicated after each entry. Up to twelve (12) persons within the same work unit the overtime is posted for will have the opportunity to sign up for the same overtime. The posting supervisor will determine which of these persons signing up has the least amount of hours worked overtime during that year and assign the overtime to that person. In the event two employees sign up to split the shift, and both employees have the least amount of hours worked overtime during that year than employees signing up for the whole shift, the two employees shall be granted the overtime shift. If no one signs up the posting supervisor will offer the overtime to the other sworn employees (i.e., Deputies) within the same work unit the overtime is posted for in the same manner. Thereafter, if no one signs up for the overtime, the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year, and assign those two employees to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. The two employees assigned will be required to work. The assignment of any overtime will be based on overtime hours worked only.

Overtime covering vacations should be posted 14 days (in no case less than 10 days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Overtime covering compensatory time should be posted 5 days (in no case less than 3 days) in advance unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 22.10. Unscheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Transportation, South Lebanon, Court Service, Deerfield Township, etc.). Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need.

Under no circumstances will employees be permitted to work in excess of sixteen (16) consecutive hours. Court time and call outs shall be exceptions to this rule. An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; however such employment may be considered by the Employer when assigning overtime.

If no bargaining unit member accepts the overtime, the overtime may be offered to employees outside the bargaining unit.

If no employee accepts the overtime offer, the supervisor shall determine who is available on the shift preceding the need within the assigned work unit with the least amount of overtime hours worked that year, and assign that person to work. The employee assigned to work the shift may telephone employees to secure a replacement. Full shift overtime may be offered to and split among two (2) employees. The overtime accumulation record shall expire on December 31 of each year and a new record will be created. However, January overtime will be assigned from the previous year's record. Assigned overtime will be based on overtime hours worked only.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need, within the bargaining unit, with the least amount of hours worked that year, and assign that person to work the remainder of the shift. If no employee is available to work from the shift following the need, the supervisor will utilize the accumulation record and assign the lowest available officer to work the shift.

Section 22.11. In cases of both scheduled and unscheduled overtime, the Employer reserves the right to offer said overtime based upon the operational needs of the Sheriff's Office, pursuant to the procedures in Sections 22.9 and 22.10.

Section 22.12. The parties agree to explore scheduling alternatives. In the event the Employer then enacts permanent shifts or limited shift rotations, employees may select their preferences within their work assignment area according to their rank seniority, subject to the operational needs of the Sheriff's Office.

Section 22.13. In the event that a double shift is worked, officers will receive time and one-half (1 ½) for the second shift worked.

ARTICLE 23
WAGES AND COMPENSATION

Section 23.1. Effective the beginning of the first full pay period including January 1, 2011, the regular hourly pay rate for all bargaining unit members shall be increased by two percent (2%) as follows:

Sergeants -		10 Years	20 Years
Hourly	$32.58	$32.83	$33.33
Annual	$67,766.40	$68,286.40	$69,326.40

Lieutenants -			
Hourly	$37.47	$37.72	$38.22
Annual	$77,937.60	$78,457.60	$79,497.60

Section 23.2. Effective on the first day of the first full pay period including January 1, 2012, the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

		10 Years	20 Years
Sergeants -			
Hourly	$33.40	$33.65	$34.15
Annual	$69,472.00	$69,992.00	$71,032.00
Lieutenants -			
Hourly	$38.41	$38.66	$39.16
Annual	$79,892.80	$80,412.80	$81,452.80

Section 23.3. Effective on the first day of the first full pay period including January 1, 2013, the regular hourly rate of pay for all bargaining unit members shall be increased by two and three-quarters percent (2.75%) as follows:

		10 Years	20 Years
Sergeants -			
Hourly	$34.32	$34.57	$35.07
Annual	$71,385.60	$71,905.60	$72,945.60
Lieutenants -			
Hourly	$39.47	$39.72	$40.22
Annual	$82,097.60	$82,617.60	$83,657.60

Section 23.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1 ½) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eighty (80) hours per each fourteen (14) day work or pay period.

Section 23.5. As stated in Section 9.8 of this Agreement, in the event that the County Sheriff's Office assumes another political subdivision's law enforcement functions and/or duties due to merger or transfer, the Employer may treat the new employee's prior service with a former law enforcement employer as if it had been served with the Sheriff's Office for the purpose of compensating the employee, which includes placing the employee in the applicable pay rate that reflects his prior law enforcement.

Section 23.6. Bargaining unit employees assigned to plain clothes (detective) duty shall receive a forty cent ($.40) per hour stipend that will be added to their base rate of pay. Plain clothes officers may utilize the dry cleaning vendors designated by the Employer for cleaning of no

more than thirty-one (31) pieces of clothing per month (the Employer may make an exception to this limitation when the circumstances warrant).

Section 23.7. Bargaining Unit employees assigned to the detective unit shall receive a three percent (3%) stipend added to their base rate of pay.

ARTICLE 24
VACATION

Section 24.1. The vacation eligibility schedule for full-time bargaining unit employees is as follows:

Upon completion of one (1) year	80 hours
Upon completion of eight (8) years	120 hours
Upon completion of fifteen (15) years	160 hours
Upon completion of twenty five (25) years	200 hours

Section 24.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave, disciplinary suspension, or while in layoff status.

Section 24.3. Vacation shall not be granted in increments of time that are less than fifteen (15) minutes in duration. Requests for vacation shall be made in writing by the employee to the Employer no less than fourteen (14) calendar days prior to the date the requested vacation is to commence. Vacation requests with less than fourteen (14) days prior notice may be granted at the discretion of the Employer.

Section 24.4. Vacations shall be scheduled in such a manner as to not interfere with the efficient operation of the Sheriff's Office. Whenever possible, seniority shall be used to determine vacation schedules. Seniority shall not be reason to cause an employee to lose an approved vacation period.

Section 24.5. An employee may, at any given time, accumulate only that amount of vacation which the employee can accrue over three (3) years plus current year. Vacation credit of three (3) years plus current year shall be paid out at the employee's current rate of pay upon separation of employment. Vacation credit in excess of three (3) years plus current year may be accumulated but not paid out upon separation of employment.

Section 24.6. When an employee with more than one (1) year of continuous service resigns from the Sheriff's Office, he shall be paid for any earned but unused vacation. Vacation payment shall not be paid when an employee is granted leave of absence.

ARTICLE 25
HOLIDAYS

Section 25.1. All full-time bargaining unit employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Police Memorial Day	May 15th
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th

Section 25.2. An employee while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided for in this Article.

If a holiday provided for in Section 25.1 above occurs while an employee is on vacation or sick leave, such leave time will not be charged against that employee's vacation or sick leave balances.

Section 25.3. For employees who are assigned to continuous operation duty (24 hour - 7 day operations), the holidays provided for in Section 25.1 of this Article shall be observed on the date on which they occur.

For employees who are assigned to non-continuous operation duty (Monday through Friday operations), holidays provided for in Section 25.1 of this Article that occur on a Saturday shall be observed on the previous Friday, and holidays that occur on a Sunday shall be observed on the following Monday.

Section 25.4. Employees who are assigned to continuous operation (24 hour - 7 day operations) who work four (4) hours or more of their shift during the twenty four (24) hour period of the holidays provided for in this Article shall receive the overtime rate of pay for the first eight (8) hours worked plus eight (8) hours holiday pay.

Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2½) times his or her normal rate of pay for all hours worked in excess of eight (8).

Employees who are assigned to continuous operation duty (24 hour - 7 day operations) who are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 25.5. Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are scheduled to work on a holiday provided for in this Article shall receive the overtime rate of pay for all hours worked plus eight (8) hours holiday pay.

Employees who are assigned to non-continuous operation duty (Monday through Friday operations) and are not scheduled to work on a holiday provided for in this Article shall receive eight (8) hours holiday pay.

Section 25.6. Employees who work on a Holiday will have the option to (1) receive their holiday pay and one and one-half (1½) time pay for all hours worked, or (2) receive their holiday pay and convert their premium pay (but not the holiday pay of eight [8] hours) to compensatory time.

Section 25.7. Holiday Trades: Certain officers, because of specialized assignments, would prefer to arrange their holidays off in conjunction with their assigned area, such as schools. With prior approval of the appropriate Division Commander, officers on specialized assignments may rearrange their holiday schedules. The Association Representatives will be notified of any approved holiday trades.

ARTICLE 26
SICK LEAVE

Section 26.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee or a member of his immediate family;

B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;

C. Pregnancy, childbirth and/or related medical conditions of the employee; and

D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

A. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and

1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.)

2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave. (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his or her shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any use of sick leave, including scheduled sick leave, shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

B. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.

C. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 34, Funeral Leave.

Section 26.2. For purposes of this Article, the immediate family is defined as: mother, father, child, legal ward, spouse, step-child, step-parent, legal guardian or other person who stands in the place of a legal parent.

Section 26.3. The call-in time limits will not apply in cases of emergency illness or injury. Definition of emergency illness to wit: heart attack, stroke, appendicitis, etc. to the employee or his immediate family. Definition of emergency injury to wit: auto accident, amputation, disabling fall, etc.

Section 26.4. The Employer maintains the right to investigate any employee's absences.

Section 26.5. For each completed eighty (80) hours in active pay status, exclusive of overtime, unpaid leave of absence or disciplinary suspension, each employee shall have accrued 4.6 hours of sick leave. Active pay status may be defined as hours worked, on vacation, on holiday pay, on compensatory time, and while on paid sick leave.

Section 26.6. The amount of sick leave time any one employee may accrue is unlimited.

Section 26.7. Employees absent on sick leave shall be paid at the same basic hourly, daily or bi-weekly rate as when they were working.

Section 26.8. An employee on sick leave shall inform the control officer on duty of the fact and reason at least two (2) hours prior to the time he is scheduled to report to work, and on each day on a continuing absence unless otherwise agreed to by the Employer or his designee. Failure to do so within two (2) hours prior to the start of the first day of illness may result in denial of sick leave for the period of absence.

Section 26.9. The Employer shall have the right to retain an employee on duty until a replacement reports for duty, and the Employer or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examinations, nursing visits, or other inquiry which the Employer deems necessary which will be paid for by the Employer. Absence for part of the day that is chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hour. Schedules may be rearranged upon request of the employee and approval of Employer to avoid the charging of sick leave.

Section 26.10. The day an employee returns to work the employee shall fill out a Request for Leave form to be reviewed by the Employer or his designee before sick leave is approved. The reviewer shall approve or disapprove sick leave requests on a case basis, and only for appropriate reasons. The employee shall only be charged for sick time equal to eight (8) hours less all hours worked that day. It is the intent of the parties that when an employee works unscheduled overtime in a work day, or when an employee is required to attend court in the performance of his duties outside his regular work shift, and later calls off sick for a regular shift (or part of a shift), they shall receive credit for the overtime and will only be charged sick leave for the difference between the hour paid and eight (8) hours, if any. The following are examples of the application of this provision:

> Example #1 — An employee assigned to the 4-12 shift is held over and works four (4) hours of unscheduled overtime. He then calls off sick on his 4-12 shift later that day. He will receive six (6) hours pay for the unscheduled overtime, and will be charged two (2) hours of sick leave for the shift called off, for a total of eight hours of pay.
>
> Example #2 — The employee works the entire midnight to 8 shift on unscheduled overtime, then calls off sick for his 4-12 shift. He receives twelve (12) hours of pay for overtime, and is charged no hours of sick leave.

A doctor's excuse is required if the employee has been absent for three (3) or more consecutive days and/or three (3) or more days in a scheduled workweek.

Section 26.11. Falsification of the written, signed statement or altering the physicians' certificate will be grounds for disciplinary action.

Section 26.12. Upon submitting proper verification by employee to Employer, employees who transfer between county departments or agencies, or from another public agency as provided for by applicable state law, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, re-appointment or transfer does not exceed ten (10) years.

Section 26.13. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks in accordance with the FMLA of 1993, as amended.

Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement however, the length of the leave will be calculated to include the time the employee was off on FML. It is

intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 26.14. Donated Time:

A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:

1. The character of the employee's ailment;

2. The health care provider's prognosis for recovery;

3. The employee's history of paid leave usage; and

4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.

B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.

C. Donated time shall be converted to its cash equivalent and paid to the recipient at his or her regular hourly rate.

D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.

E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 26.15. An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four (24) hour period following his scheduled start time. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period shall be subject to disciplinary action.

Section 26.16. Employees released from their doctor for transitional duty shall be accommodated if appropriate transitional duty is available. The Employer will determine if transitional duty work is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.

ARTICLE 27
SICK LEAVE CONVERSION

Section 27.1. Employees who have completed ten (10) years or more of continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge, or resignation in lieu of discharge.

A. Eligible employees hired by Warren County before April 3, 1985 shall be entitled to convert one hundred percent (100%) of their accumulated sick leave hours, up to a maximum of nine hundred sixty (960) hours. County service shall include service with the State of Ohio or any political subdivisions of the state (as defined by the Ohio Revised Code).

B. Eligible employees hired by Warren County on or after April 3, 1985 shall be entitled to convert accumulated sick leave hours as set forth below:

1. Ten to fifteen years of service: twenty-five percent (25%) up to a maximum of two hundred forty (240) hours.

2. Fifteen to twenty years of service: twenty-five percent (25%) up to a maximum of three hundred (300) hours.

3. Twenty to twenty-five years of service: twenty-five percent (25%) up to a maximum of three hundred sixty (360) hours.

4. Twenty-five years of service: twenty-five percent (25%) up to a maximum of four hundred twenty (420) hours.

County service shall mean only Warren County Service.

Section 27.2. Payment shall be based upon the employee's hourly rate of pay at the time of separation. Only sick leave hours accrued while employed by Warren County are eligible for conversion under this Article.

Section 27.3. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 27.4. Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

ARTICLE 28
PERSONAL DAY LEAVE

Section 28.1. All bargaining unit employees who have completed one (1) year of service shall be entitled to one (1) personal leave day with pay during each calendar year. Personal day leave use shall not be charged to accumulated but unused sick leave.

Section 28.2. Employees who do not use any unscheduled sick leave during any one hundred eighty (180) consecutive calendar day period shall be granted one (1) additional personal leave day with pay. A maximum of two (2) additional personal leave days can be earned during any calendar year. The consecutive calendar pay period provided for in this Section can begin at any time, and shall end one hundred eighty (180) days later. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage.

Section 28.3. Employees must request personal day leave use as far in advance as possible. The Employer reserves the right to deny any request for personal day leave that is not made more than fourteen (14) calendar days in advance. Such denial shall not be subject to the grievance procedure.

Section 28.4. Employees must schedule and use personal day leave as provided for in Section 28.1 of this Article on or before December 31st of each calendar year. Personal leave not scheduled and used on or before December 31st will be forfeited. If, after December 1st of any calendar year, an employee requests personal day leave in compliance with Section 28.3 above, and the Employer denies the scheduling of such personal day leave, the employee may request and the Employer shall schedule such denied personal leave day during January of the following calendar year before it is forfeited.

Employees must schedule and use earned personal day leave as provided for in Section 28.2 of this Article within one hundred eighty (180) calendar days of the date on which such personal leave day is earned. Earned personal day leave not scheduled and used within one hundred eighty (180) calendar days shall be forfeited.

ARTICLE 29
JURY DUTY (CIVIL LEAVE) WITNESS FEES

Section 29.1. If an employee is called for court jury duty during his scheduled shift, that employee shall be paid his regular salary or wage during his absence and will be required to turn over any monies received from the court to the county. The employee shall be expected to report for work if a reasonable amount of time remains during his regular work day at the discretion of the Employer.

Section 29.2. If an employee is called for court jury duty and is selected to sit on the jury and that employee's schedule requires him to work, that employee's schedule will be arranged as to time on required jury duty be as shift work (i.e., if that employee is scheduled to work on the same hours as jury duty, that employee will serve on the jury. If that employee should be scheduled to work any other shift, the required duty will act as scheduled time worked).

Section 29.3. If an employee is summoned to appear as a witness, in relation to his job duties and not a civilian type witness (character witness), in a court of law and received his regular salary or wage for the time spent in court, that employee shall be required to turn over any witness fees received to the county.

Section 29.4. If an employee is required to appear in a court of law for personal reasons, at the discretion of the Employer and employee, that employee shall be required to take comp time, vacation, or leave without pay (in that order) for the time period absent.

ARTICLE 30
MILITARY LEAVE

Section 30.1. Employees shall be granted military leave in accord with the applicable state or federal law.

ARTICLE 31
OCCUPATIONAL INJURY LEAVE

Section 31.1. This Article outlines the conditions under which Occupational Injury Leave (OIL) may be granted by the Employer and the procedures for administering its use.

Section 31.2. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury or illness suffered in the discharge or performance of his official duties with the exception of gross negligence or intentional self-injury, shall be placed on Occupational Injury Leave. The employee will continue to receive his regular straight time daily rate of pay (the base rate of pay). This OIL is fully paid by the Employer and is in lieu of Workers' Compensation (temporary total disability). An employee who applies for injury leave will apply to BWC for medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation. OIL will continue for a period not to exceed ninety (90) calendar days, without using any accumulated leave. The Employer, based solely upon specific medical evidence for each individual case, may extend an OIL for an additional ninety (90) calendar days. Failure of the Employer to extend OIL shall not be subject to the grievance procedure.

Section 31.3. The Employer has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician, mutually selected by the Benevolent Association and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid for by the Employer.

Section 31.4. An employee applying for OIL shall authorize the release to the Employer of all medical information, pertinent only to the occupational injury or illness, possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee.

Section 31.5. The Employer may assign the employee to light duty with the approval of, and within the limitation set by, the employee's treating physician. The Employer will determine if light duty work is available.

Section 31.6. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive OIL pay. The cost of such insurance shall be at the Employer's expense.

Section 31.7. Employees on Workers' Compensation lost income benefits do not earn sick leave.

ARTICLE 32
LEAVE OF ABSENCE WITHOUT PAY

Section 32.1. Upon the written request of a permanent employee, the Employer may grant an employee a leave of absence without pay excluding the seeking of outside employment.

Section 32.2. The maximum duration of a leave of absence without pay shall not exceed six (6) months.

Section 32.3. The maximum duration of leave of absence without pay for purposes of education, training, or specialized experience which would benefit county service, or for other related reasons, shall not exceed two (2) years.

Section 32.4. The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

Section 32.5. Upon returning from a leave of absence, the employee shall be placed in his original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

Section 32.6. An employee who fails to return to work within seventy two (72) hours of completion of a leave of absence (without reasonable explanation to the Employer) may be removed.

Section 32.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit, and seniority will be suspended until the employee returns to work.

Section 32.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer can cancel the leave and provide the employee with a written notice directing the employee to report for work within seventy two (72) hours of receipt of such notice.

Section 32.9. An employee seeking to return to active duty prior to the scheduled date may do so with approval from the Employer.

ARTICLE 33
DISABILITY LEAVE

Section 33.1. This Article outlines the conditions under which disability leave may be granted by the Employer, and procedures for administrating its use.

Section 33.2. When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position and compensation. Such request shall be in writing, stating the reason for the request and, if approved by the Employer, attached to the implementing personnel action.

Section 33.3. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

Section 33.4. Disability Leave. An employee who has completed his probationary period and becomes physically unable to perform his duties due to illness, pregnancy or disability shall be granted a leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability shall be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the conclusion of the disability/personal leave. When an employee is ready to return to work, he shall furnish a statement from a physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will

be concurrent with, not in addition to, paid leave and leave granted under the Family and Medical Leave Act of 1993.

Section 33.5. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment shall be made permanent, if the temporary employee so desires.

Section 33.6. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

Section 33.7. An employee who has been granted a Disability Leave shall not accrue vacation leave or sick leave during such a Disability Leave.

ARTICLE 34
FUNERAL LEAVE

Section 34.1. Due to the death of a member of the employee's immediate family the employee shall be granted two (2) days funeral leave, not chargeable to sick leave, and/or up to five (5) days funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

Section 34.2. In cases where the funeral as described above is outside of the tri-state area (Ohio, Kentucky, Indiana) an additional three (3) days of absence (chargeable to sick leave, vacation, and/or comp time) may be granted as necessary. All other provisions of Section 34.1 continue to apply.

ARTICLE 35
RETIREMENT

Section 35.1. Upon age and service retirement, employees shall be presented with a badge, department patch, service decoration, and/or a name plate worn during service to the community suitably encased for presentation. An employee's unit number and badge number shall be retired upon death in office.

Section 35.2. "Retired employees" (those employees who have separated employment by an age and service retirement) may retain their department credentials, however such credentials shall be stamped "Retired" by the Employer.

Section 35.3. The Employer shall allow the retired employee to retain one complete set of the department's uniform with accessories. The Employer shall make available for all Employees

who retire upon age and service retirement, their duty weapon for the cost of $1.00 to be paid to the County.

Section 35.4. When an employee intends to retire, he shall be allotted one (1) working day with pay to travel to P.E.R.S. to coordinate retirement affairs. An employee may only use this benefit once during the course of his employment with the Employer and verification of attendance may be required by the Employer.

ARTICLE 36
LAYOFF AND RECALL

Section 36.1. When the Employer determines that a long-term layoff of bargaining unit employees is anticipated, the Employer shall notify the Benevolent Association of the impending layoff. The Employer and the Benevolent Association shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 36.2. Affected employees shall receive notice of any long-term layoff (lasting six (6) days or more) fourteen (14) calendar days prior to the effective day of the layoff. Employees will be notified of the Employer's decision to implement any temporary layoff (lasting five (5) days or less) five (5) calendar days prior to the effective day of the layoff.

Section 36.3. Employees shall be laid off in inverse order of seniority.

Section 36.4. Any employee receiving notice of long-term layoff shall have five (5) calendar days following receipt in which to exercise his right to bump the least senior employee within the same or a lower classification, provided the more senior employee possesses the qualifications to perform the work. Any employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. In the event of a recall, employees who have exercised their bumping rights shall have the opportunity to reverse this privilege. An employee may exercise his bumping rights once during any specific layoff and once during any specific recall that affects his position.

Section 36.5. When employees are laid off, the Employer shall create a recall list based on seniority. The Employer shall recall employees from layoff from within each classification as needed. The Employer shall recall such employees according to seniority and qualification, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of layoff.

Section 36.6. When the Employer recalls persons off the list, they shall be recalled to their previous classifications, if possible, and at the rate of pay commensurate with the current step of the classification the employee was in at the time of layoff.

Section 36.7. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Benevolent Association.

Section 36.8. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the laid off employee to provide the Employer with written notice of any change of address, phone number, and/or name during the layoff period.

Section 36.9. The employee recalled from long-term layoff shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice.

ARTICLE 37
NO STRIKE/NO LOCKOUT

Section 37.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

ARTICLE 38
SAVINGS CLAUSE

Section 38.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is illegal, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Benevolent Association shall promptly meet for the purpose of negotiating a lawful alterative provision.

Either party may submit the dispute to arbitration if the parties fail to reach an agreement within thirty (30) calendar days.

ARTICLE 39
INTEGRITY OF THE AGREEMENT

Section 39.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Benevolent Association, and all prior agreements, practices and policies, either oral or written, are hereby cancelled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 40
WAIVER IN EMERGENCY

Section 40.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

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

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

ARTICLE 41
DURATION

Section 41.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., November 20, 2013.

Section 41.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

ARTICLE 42
CANINE HANDLER

Section 42.1. In order for an employee to qualify for appointment to the position of Canine Deputy, the employee must have at least three (3) years of service within the Enforcement Division.

Section 42.2. The Employer and the Canine Deputy agree to be reasonable and flexible with their schedules in order to avoid excessive overtime (i.e., if called in with dog three (3) hours prior to regular shift, the Canine Deputy may be required to remain on shift and leave three (3) hours early). The Canine Deputy will be afforded one (1) formal training day every week to work with the dog. This training day will be part of the Canine Deputy's work shift.

Section 42.3. Canine Deputies shall receive an additional compensation equal to three (3) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. In the event a Canine Deputy is assigned more than one canine, the

Canine Deputy shall receive compensation equal to four and one-half (4½) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. The parties hereby agree that this additional compensation shall be full and complete compensation for the Canine Deputy's off-duty work time for home dog care activities such as feeding, grooming, and exercising the dog, which parties acknowledge should normally not exceed an average of one (1) hour per day.

Section 42.4. Due to the nature and conditions of Canine work, Canine Deputies will be issued five (5) sets of uniforms.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the _____ day of _____, 2011.

FOR THE WARREN COUNTY SHERIFF

Larry Sims
Warren County Sheriff

John Newsom
Chief Deputy

FOR THE WARREN COUNTY COMMISSIONERS

David R. Gully
County Administrator

Keith Anderson
Asst. Prosecuting Attorney

Brett A. Geary, Chief Negotiator
Clemans, Nelson & Associates, Inc.

WARREN CO. DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

Deputy E. Scott Williams, President

Lt.
Lieutenant Mark Worley
Negotiating Team Member

Sgt.
Sergeant Chris Miller
Negotiating Team Member

Stephen S. Lazarus
Counsel to the Association

Approved and journalized by the Warren County Board of Commissioners on March 15, 2011 by resolution number 11-0380.