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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HAMILTON COUNTY SHERIFF

AND

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

(Representing Laundry and Maintenance Workers)

STATE EMPLOYMENT RELATIONS BOARD

**Effective Through
August 31, 2015**

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ARTICLE 1
AGREEMENT/PURPOSE

Section 1.1. This Agreement, entered into by the Hamilton County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case No. 02-REP-09-0168, on March 25, 2003, and including:

All regular full-time employees of the Hamilton County Sheriff's Department in the following classifications:

Laundry Worker
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Information Clerk

but excluding:

All other employees of the Hamilton County Sheriff's Department.

Section 2.2. The Employer will not recognize any other organizations as the representative for any employee within the bargaining unit referenced above.

Section 2.3. If the Employer determines that it is necessary to change the duties of a position within the bargaining unit, or in the event that the Employer determines that it is necessary to create a new position within the department, the Employer or his designee shall determine whether the new or changed position will be included in or excluded from the bargaining unit, and shall so advise the Union in writing of such determination of status within thirty (30) calendar days.

If the Union disputes the Employer's determination of status, the Union shall so notify the Employer in writing within thirty (30) calendar days of receipt of the Employer's notification of determination of status. The parties shall meet in an attempt to resolve their disagreement within ten (10) calendar days following the Union's notification of disagreement to the Employer.

If the parties agree on the determination of status, it shall be implemented as agreed by the Employer and the Union; except that if the change would represent a change to the bargaining unit or either party believes it is not clear whether the change would represent a change to the unit, the parties will submit a joint petition to the State Employment Relations Board (SERB) to clarify or amend the bargaining unit. If the parties do not agree, the determination of status shall be subject to challenge by the Union to the SERB pursuant to Chapter 4117 of the Ohio Revised Code and applicable SERB Rules and Regulations.

ARTICLE 3
UNION SECURITY



Section 3.1. The Employer agrees to deduct Union membership dues, fees and assessments in accordance with this Article for all employees eligible for the bargaining unit, and shall remit to the Union all such deductions.

Section 3.2. The Employer agrees to deduct Union membership dues once each pay period from the pay of any eligible employees in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer or his designee by the employee or his or her designee. Upon receipt of the proper authorization, the Employer or his designee will deduct Union 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 or his designee. All dues and fees as deducted in compliance with this article shall be remitted to the Union on a monthly basis.

Section 3.3. Except as otherwise expressly provided in this Article, the parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues or fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such individual "check-off" 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, or (4) an unpaid leave of absence.

Section 3.5. The Employer shall not be obligated to make deductions from the pay of any employee who, during any pay periods involved, failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues or fees.

Section 3.6. The parties agreed that neither the employee nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless claim of error is made to the Employer or his designee in writing within sixty (60) calendar days after the date such error is known or should have been known. If it is found that an error was made, such errors will be corrected at the next pay period that Union dues deductions would normally be made by deducting the proper amount.



Section 3.7. Prior to the implementation of this Article, the Union shall certify to the Employer or his designee, the amount of Union dues to be deducted from the earnings of Union member employees. Thirty (30) calendar days advance notice must be given to the Employer or his designee in writing prior to the implementation of any changes in the amount of Union dues provided for this Article.

Section 3.8. Except as otherwise provided for in this Article, each eligible employee's written authorization for Union dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the Union dues deduction authorization to the Employer or his designee.

Section 3.9. As a condition of employment, sixty (60) calendar days following the beginning of employment, employees in the bargaining unit who are not members of the Union, including employees who resign from membership in the Union, shall pay to the Union through payroll deduction, a fair share fee.

The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The Union is responsible for annually certifying to the Employer the amount of the fair share fee, along with a break down of its use, prior to the implementation of the Section.

If an employee challenges the deduction of the fair share fee through the court systems or the State Employment Relations Board (SERB), deductions for the challenging employee shall continue, but the funds so deducted shall be placed in a mutually agreed to interest bearing escrow account by the Employer until a resolution of such challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including any interest earned.

ARTICLE 4

UNION REPRESENTATION

Section 4.1. Non-employee Union Representatives shall be admitted to the Employer's facilities for the purpose of processing grievances, attending meetings, or other representational activities as permitted in this Agreement. Upon arrival, the representative shall identify himself or herself to the Employer or his designee.

Section 4.2. The Employer shall recognize bargaining unit employees, as designated in writing by the Union, to act as the Union steward. The Representational activities of the Union steward shall be limited to such Union activities as permitted or required by this Agreement.

The Employer shall recognize one (1) bargaining unit employee to act as the Union steward, and one (1) bargaining unit employee to act as the alternate Union steward.

If the designated Union steward is absent or is unable to perform his or her function, the previously designated alternate Union steward will be permitted or required to perform such representational activities as permitted or required by this Agreement.

Section 4.3. The Union shall provide to the Employer an official roster of all non-employee and employee representatives, Union stewards, and alternate Union stewards, which is to be kept current at all times, and shall include the following:

- A. Name
- B. Home Phone Number
- C. Union Office Held



No employee shall be recognized by the Employer or his designee as the Union steward or alternate Union steward until the Union has presented the Employer with a written certification of that person's election or appointment.

Section 4.4. When it is necessary for the Union steward to conduct authorized Union representational activities, he shall first request permission from his or her supervisor, which shall be granted for a reasonable period of time to conduct such activities, unless the release of the Union steward would unduly disrupt the operation of the department, in which case the Union steward will be released as soon as it becomes feasible. Recognized Union activities include, but are not limited to, the following:

- A. Investigation and processing of grievances including taking statements from the grievant or any witnesses, review of all pertinent documents, copies of which shall be provided by the Employer upon the Union steward's written request, completion of all necessary forms, and preparation for and attendance at all grievance hearings.
- B. Investigation of any written complaint involving a work related health or safety hazard, injury, or death of any member of the bargaining unit.
- C. Investigation of any proposed or actual disciplinary action including taking statements from the affected employee and any witnesses, review of all pertinent documents, copies of which shall be provided by the Employer upon the Union steward's written request, and preparation for and attendance at all disciplinary hearings as provided for in Article 9 of this Agreement. Investigatory interviews provided for in Section 9.6 of this Agreement are not subject to this paragraph.
- D. Any other representational activity specifically authorized by this Agreement, or specifically authorized in writing by the Employer or his designee.

When practical, requests by the Union steward to participate in any representational activities authorized by this Section should be provided in writing to the Union steward's immediate supervisor as far in advance as possible.

If Union activities, including grievance hearings, as provided for in this Article, are scheduled during the Union steward's or other employee's regular duty hours, such steward or employees whose attendance is required by the nature of such designated activities shall not suffer any loss of pay while attending such activity. When the Employer or his designee require the attendance of any employee at such hearings, and the hearings are scheduled outside of such employee's regular duty hours, the employee shall receive straight time compensatory time for all hours at the hearing that are outside the employee's regular duty hours.



ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. The Employer possesses the sole right to operate the Department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Department, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. To direct, supervise, evaluate, or hire employees;
- C. To maintain and improve the efficiency and effectiveness of operations and programs;
- D. To determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. To determine the adequacy of the work force;
- G. To determine the overall mission of the Department as a unit of government;
- H. To effectively manage the work force; and
- I. To take actions to carry out the mission of the Department as a governmental unit.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.



ARTICLE 6
NON-DISCRIMINATION

Section 6.1. The Employer and the Union agree not to unlawfully 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, ancestry of any person, military status, or Union membership or non-membership.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, upon written request of either party, on a mutually agreeable day and time, the Employer and/or his designated staff members shall meet as needed within a reasonable time period with not more than two (2) bargaining unit employee representatives of the Union and two (2) Union representatives to discuss pending problems and to promote a more harmonious labor/management relationship. Either party may invite additional employees or non-employees to any labor/management meeting to address a specific topic. Such invited person shall only attend during the discussion of the topic for which he or she was invited.

Section 7.2. Each party will present an agenda to the other party not less than seven (7) calendar days in advance of the scheduled meeting. Such agenda will include a list of matters to be discussed at the meeting and the names of the employee and non-employee Union representatives who will be attending. The employee representative must be a designated Union representative as provided for in Section 4.2 of this Agreement.

Section 7.3. The purpose of labor/management meetings shall be for both parties to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees, including those changes, if any, which may be challenged under the provision of Article 2;
- 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. Discuss ways to increase productivity and improve effectiveness, including staff training;
- F. Consider and discuss health and safety matters relating to employees; and
- G. Discuss changes in work orders, regulations, standard operating procedures, and/or general orders.

Section 7.4. It is further agreed that if special labor/management meetings have been requested by either party, and mutually agreed upon, they shall be convened as soon as possible.

Section 7.5. If labor/management meetings are scheduled during the normal work shift of any bargaining unit employees provided for in Section 7.1, such employees shall not suffer any loss of pay for attending such meetings.

If labor/management meetings are scheduled outside of the regular duty hours of any bargaining unit employees provided for in Section 7.1, such employee shall receive straight time compensatory time for all hours at the meeting that are outside the employee's regular duty hours.

ARTICLE 8
GRIEVANCE PROCEDURE



Section 8.1. The Hamilton County Sheriff and the FOP recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances. Such procedures shall be available to all bargaining unit employees and/or the FOP, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances, except as otherwise provided for in this Agreement.

Section 8.2. The term "grievance" shall mean an allegation by a bargaining unit employee and/or the FOP that there has been a breach, violation, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement.

Section 8.3. All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving Level 3 or 4 Warnings, or discharge shall be initiated at Step 3 of the grievance procedure. Disciplinary grievances involving Level 1 or 2 Warnings shall not be subject to arbitration.

The grievant or the FOP may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the grievant or the FOP to the next step in the grievance procedure.

Time limits provided for in this Section may only be extended by mutual written agreement.

A grievance may be filed by any employee in the bargaining unit or by the FOP. Where a group of bargaining unit employees desire to file a grievance involving a situation that affects more than one (1) bargaining unit employee in a similar manner, one (1) employee selected by such group or a non-employee FOP representative shall process and sign the grievance, and shall indicate that the grievance is a group grievance. The employee signing such group grievance or the FOP may process the group grievance.

The word "day" as used in this Article shall mean calendar day. Whenever a time limit provided for in this Article ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday, or holiday.

Section 8.4. A grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an employee knows or should have reasonably known the facts giving rise to the grievance. Failure to file a grievance within this fourteen (14) calendar day period shall eliminate any further appeal rights by a grievant. In disciplinary cases, the appeal period begins on the date the notice of discipline is received and acknowledged.

Section 8.5. In order to be considered at Step 1 of the grievance procedure, all grievances must be submitted in writing and must contain the following information:

- A. Aggrieved employee's name and signature;
- B. Assigned work shift and work area;
- C. Date grievance is being filed;
- D. Date, time, and location of incident giving rise to the grievance;
- E. Description of the incident giving rise to the grievance;
- F. Section of the Agreement alleged to have been violated; and
- G. Desired remedy to resolve the grievance;



The FOP and the Employer shall, no later than thirty (30) calendar days following the effective date of this Agreement, establish a mutually agreed upon standard form for the submission of grievances. Thereafter, the FOP shall be responsible for the distribution of the forms.

Section 8.6. The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. The following are the implementation steps and procedures for handling grievances:

Step 1: Within the time limit provided in Section 8.4 above, the grievant or his/her representative shall submit his/her written grievance to the Deputy Director in the employee's chain of command or his/her designee. The Deputy Director or his/her designee shall provide a written response to the aggrieved employee within seven (7) calendar days following the date on which the grievance was received by the Deputy Director or his/her designee.

Step 2: If the grievance is not settled at Step 1, the grievant or his/her representative shall submit the grievance to the Director of Corrections or his/her designee within seven (7) calendar days of the grievant's receipt of the Step 1 response. The Director of Corrections or his/her designee shall schedule a meeting with the employee, and a designated FOP representative and/or FOP Associate if the grievant so desires, within seven (7) calendar days following the day on which

the grievance was received by the Director of Corrections or his/her designee. The purpose of this meeting shall be to attempt to resolve the grievance. The Director of Corrections or his/her designee shall provide a written answer to the grievant within seven (7) calendar days following such meeting.

Step 3: If the grievance is not settled at Step 2, the grievant or his/her representative shall submit the grievance to the Employer or designee within seven (7) calendar days of the grievant's receipt of the Step 2 response. The Employer or designee shall schedule a meeting with the employee, and a designated FOP representative if the grievant so desires, within seven (7) calendar days following the day on which the grievance was received by the Employer or designee. The purpose of this meeting shall be to attempt to resolve the grievance. The Employer or designee shall provide a written answer to the aggrieved employee within seven (7) calendar days following such meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the FOP in accordance with the provisions of Section 8.7 of this Article.

Section 8.7. The FOP, based upon the facts presented, has the right to decide whether or not to arbitrate a grievance. Within twenty-four (24) calendar days from the date of the final answer on a grievance from Step 4, the FOP shall notify the Employer of its intent to seek arbitration over an unresolved grievance. Any grievance not submitted within the twenty-four (24) calendar day period provided for above shall be deemed settled on the basis of the last answer given by the Employer or designee.

At any time prior to the arbitration hearing, either party may request a pre-arbitration meeting to discuss settlement; stipulations, including issue; selection of the arbitrator or of the hearing process; or any other matter directly related to the particular case.

The FOP or the grievant may withdraw the request for arbitration at any time prior to the actual arbitration hearing. Any cancellation fee due the arbitrator and any other related costs shall be paid by the party or parties canceling the arbitration hearing.

- A. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from Ohio, all of whom shall be members of the National Academy of Arbitrators. The parties shall alternately strike the names of the arbitrators from the list until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party prior to the arbitration hearing of its challenge and intent to raise the issue of arbitrability at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator shall be whether or not the issue is arbitrable and within his/her jurisdiction to decide. The arbitrator will take the question of arbitrability under advisement, and the same arbitrator will hear the grievance on its merits. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing.



- C. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of the specific Articles of this Agreement. He/she may not modify or amend the Agreement.
- D. The decision of the arbitrator shall be final and binding on the aggrieved employee, the FOP, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days following the conclusion of testimony and arguments and the submission of final briefs.
- E. The costs of the services of the arbitrator, and any cost of selecting the arbitrator, shall be borne equally by the parties. Any cost for facilities shall be borne equally by the parties.
- F. Any expenses of any non-employee witness shall be borne by the party calling such witness. Any fees of any court reporter shall be paid by the party requesting such court reporter, or shall be paid equally by the parties if both parties desire a reporter or request a copy of any transcript prepared by such reporter.
- G. Any bargaining unit employee whose attendance is required by the Employer for a grievance arbitration hearing shall receive full pay and benefits for all hours of required attendance at the applicable rate of pay. Attendance required by the Employer outside of his/her scheduled working hours shall be paid at a rate of one and one-half (1½) times the regular straight time hourly rate of pay with an adjustment in his/her work schedule for that day at the discretion of the Employer. Bargaining Unit employees whose attendance is required by either party shall not suffer any loss of pay for all hours that such attendance is required.

Section 8.8. When an employee covered by this Agreement chooses to represent himself/ herself in the grievance procedure provided for in this Article, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate non-employee FOP representative will be notified in writing of his/her right to be present at the adjustment.

Section 8.9. At any step in the grievance procedure, the grievant shall be entitled to be represented by the FOP.

ARTICLE 9 **DISCIPLINE**

Section 9.1. The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for actions occurring while the employee is on duty, or working under the colors of the Employer, or in instances where the employee's conduct violates his/her oath of office. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and

conduct. As such, an employee may receive more than one (1) warning at any level before progressing to the next level. Forms of disciplinary action are as follows:

- A. Level 1 Warning (equivalent to a Counseling Letter);
- B. Level 2 Warning (equivalent to a Written Reprimand);
- C. Level 3 Warning (equivalent to a suspension three [3] days or less)
- D. Level 4 Warning (equivalent to a suspension of more than three [3] days), and/or reduction in pay and/or position;
- E. Discharge.



Level 3 and Level 4 Warning letters encompassing a suspension will include the dates for serving of the suspension. Where the charges resulting in the warning are related to absenteeism/tardiness, inefficiency, simple negligence (carelessness), violation of weight and fitness policy, or failure to attend mandatory meetings and functions, the Employer may require an employee to work through the suspension, at the regular rate of pay for hours worked, thus the suspension is a paper suspension only, but shall be recorded in the employee's personnel file in the same manner as a suspension without pay for the purpose of recording disciplinary actions. With the permission of the Sheriff, a suspended employee may forfeit paid vacation leave or compensatory time for all or part of the suspension.

Section 9.2. Incompetency, inefficiency, dishonesty, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming a Deputy Sheriff or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 9.3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. No employee will receive a Level 3 or 4 Warning, be reduced in pay and/or position or be discharged without first having had the opportunity for a pre-disciplinary conference. The employee and the FOP Staff Representative will be given a one hundred twenty (120) hour advance notice of the conference, with a description of the charges. Notice to the Staff Representative will be by facsimile. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the conference is to give the employee and his representative an opportunity to respond to the charges. There is no requirement for the Employer to present witnesses at the conference.

The employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary conference. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.



At the disciplinary conference, the employee may present any testimony, witness, or documents which explain whether or not the alleged misconduct occurred.

The employee or his/her representative will be permitted to confront and cross examine witnesses subject to the hearing officer's right to reasonably limit the length and extent of such cross examination.

A copy of the completed Internal Affairs report will be available upon request to the employee at the time of notification of the charges.

Section 9.4. Hearing Officers and Arbitrators may consider the passage of time between when representatives of the Employer knew about an incident leading to a charge that initiated the investigation.

Section 9.5. Level 3 Warnings, Level 4 Warnings, reduction in pay and/or position and discharge may be appealed through the grievance procedure. Level 1 and 2 Warnings may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

Section 9.6. Whenever the Employer or designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, 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 interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a FOP representative present to advise him/her during the questioning.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. Preliminary investigations may be tape recorded. Formal disciplinary conferences shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the conference. The employee may also record the conference. All meeting or hearings provided for in this Section may be recorded by the charged employee.
- 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/her shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest period, 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.

H. Results of a polygraph examination, voice stress analysis, or similar technology may not be used in any arbitration procedure under this Agreement.

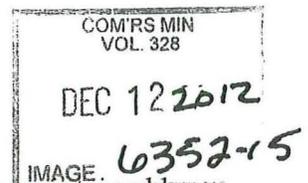
Section 9.7. Any employee required by the Employer to attend an investigatory interview or disciplinary conference outside of his scheduled working hours shall be paid for all such time.

Section 9.8. In all cases disciplinary action must be instituted within three (3) months of the date of the Employer's verification of the alleged misconduct or within thirty (30) days of the conclusion of pending criminal proceedings against the employee.

Section 9.9. Progressive discipline, insofar as it relates to the Employer's weight and fitness work rules, regulations, standard operating procedures, and/or general orders, is contained in those policies and is not part of other rules violations. Infractions other than non-compliance with weight and fitness policies will be separately considered in the scheme of that progressive discipline.

Section 9.10. 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 employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he/she shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his/her credit. Where the charges are reduced to a misdemeanor the employee shall be reinstated to paid status, however, he/she may be subject to discipline pursuant to the terms of this Article and he/she shall not be eligible for restoration of vacation, holiday, personal and/or compensatory time, or any lost straight time hours. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence.

ARTICLE 10 PERSONNEL FILES



Section 10.1. Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the FOP as designated in Article 4 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.

Section 10.2. If an unfavorable statement or notation is in the employee's official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.



Section 10.3. Records of Level 1 Warnings shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of Level 2 and Level 3 Warnings shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. Records of Level 4 Warnings shall cease to have force and effect five (5) years from the date of issuance, provided no intervening discipline has occurred. In the event of intervening discipline, these records of discipline shall cease to have force and effect five (5) years or two (2) years respectively from the date of the most recent issuance of discipline, as appropriate to the schedule in this Section.

Section 10.4. To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

Prior to releasing items from an employee's official personnel file which are required to be released, the following conditions shall apply:

1. If the Employer receives a public records request for the inspection of any information, contained within files kept by the Employer concerning any employee covered by this Agreement, the Employer shall ascertain the identity of the person making such a request.
2. A copy of the request will be forwarded to the employee. The employee will have five (5) days after notification of the request to object to release of information. The objection will be heard by the Sheriff's designee listed on the notice.
3. If, after the hearing, the Employer determines that disclosure of the requested information would not threaten the officer's and/or the officer's families' personal security, or said information is not otherwise protected from disclosure, the Employer will release the information requested.

Section 10.5. If a state agency or court of competent jurisdiction finds any provision of this Article to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Article shall remain in full force and effect.

ARTICLE 11
PROBATIONARY PERIOD

Section 11.1. Every newly hired employee will be required to successfully complete an initial probationary period. The initial probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty-three (183) calendar days. An employee serving his or her initial probationary period may be terminated at any time during such initial probationary period and shall have no right to appeal the termination.

Section 11.2. During the term of an initial probationary period, any employee who misses ten (10) or more work days due to illness, personal injury, job-related injury or unpaid leave of absence may have his or her initial probationary period extended by the length of such illness, personal injury, job related injury or unpaid leave of absence at the discretion of the Employer.

Section 11.3. An employee promoted within the bargaining unit shall similarly serve a probationary period of one hundred eighty three (183) days, beginning with the first day the employee serves in the higher classification. The same terms and conditions shall apply as for new-hire probationary employees as set forth in Sections 11.1 and 11.2, except that an employee who does not successfully complete a promotional probationary period shall be returned to his or her former classification, rather than being terminated. This would not, however, prevent a termination for just cause; for example, for misconduct.



ARTICLE 12 **PERFORMANCE EVALUATION**

Section 12.1. All performance evaluation policies and procedures as established by the Employer shall be reasonably related to job functions and shall be applied to bargaining unit employees in a consistent and equitable manner.

Section 12.2. When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation.

Section 12.3. The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement. Any disciplinary action taken solely on the results of any performance evaluation(s) may be subject to the grievance procedure as provided for in this Agreement.

Section 12.4. Non-probationary employees who demonstrate marginal performance may, at the discretion of the Employer, be subject to special evaluations in order to correct and improve their performance and avoid disciplinary action.

ARTICLE 13 **SENIORITY**

Section 13.1. Seniority shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 13.2 of this Article, will apply wherever seniority rights are established in the terms and conditions of this Agreement.

Section 13.2. Seniority shall be computed on the basis of uninterrupted length of continuous service in the employment of the Hamilton County Sheriff.

Section 13.3. The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;

- D. A layoff of thirty-six (36) months duration or less; and/or
- E. Transfer or promotion out of the bargaining unit provided that the employee returns to the bargaining unit within one (1) year.

Section 13.4. The following situations constitute breaks in continuous seniority for which all seniority is lost and the employee's name is removed from the seniority list:

- A. Removal or discharge for just cause;
- B. Retirement;
- C. Layoff for more than thirty-six (36) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure without reasonable cause to return to work at the expiration of an approved leave of absence; and/or
- F. Resignation.



Section 13.5. Any employee who is transferred or promoted out of the bargaining unit to another classification with the Employer, and later returns after a period of absence in excess of one (1) year, shall have his or her seniority computed only on the basis of time previously served in the bargaining unit.

Section 13.6. The Employer shall post a seniority list once each six (6) months on the Department bulletin board showing the seniority of each employee. One (1) copy of the updated seniority list shall be forwarded to the Union every six (6) months.

Section 13.7. Employees on layoff status shall retain their seniority for a period of thirty-six (36) months from the date of layoff.

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1. When the Employer determines that a long-term layoff is necessary, he shall notify the affected employees no less than fifteen (15) calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff or furlough, lasting ten (10) working days or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss with representatives of the Union, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 13 of this Agreement.

Section 14.2. Employees who are laid off shall be placed on a recall list for a period of thirty six (36) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified at the time of their recall to perform the

work in the classification to which they are being recalled. Any recalled employee requiring additional training to meet all requirements in existence at the time of recall must satisfactorily complete the additional training requirements prior to reporting for duty.

Any training required in this Section shall be at the Employer's expense. Any employee requiring additional training as provided for in this Section shall remain in layoff status until such training is successfully completed.

Section 14.3. Notice of recall shall be sent to the employee by certified mail. The Employer or his designee shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee. It is the responsibility of the employee to advise the Employer in writing of any change of address, phone number, and/or name during his or her layoff period.

Section 14.4. The recalled employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer or his designee of the employee's intention to return to work, and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different and later date for returning to work is otherwise specified in the notice.

ARTICLE 15
VACANCIES AND PROMOTIONS



Section 15.1. Any vacancy in a classification within the bargaining unit which the Employer intends to fill shall be posted for bid pursuant to this Article. Notices of vacancies shall be posted on the bulletin board where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. The posting shall contain a description of the position to be filled, special qualifications required or desired, and location and shift for reporting and working. Interested employees must submit their bid, in writing, within the posted period to the Employer or his designee as listed on the posting. In the selection or retention of an individual under this system, the following factors shall be considered:

- A. Ability to perform the work;
- B. Physical fitness;
- C. Records of attendance and discipline; and
- D. Seniority.

Only where factors A, B, and C are relatively equal shall seniority be the determining factor. It is the intent of the Employer that the most qualified applicant will be selected. Upon inquiry, the Employer or his designee will notify any applicants with equal or greater seniority than the selected applicant who were passed over as to the reason for being passed over. In the event an employee or the Union grieves the Employer's selection, the grievant must clearly and convincingly demonstrate that the grievant who was passed over was the most qualified applicant for the posted vacancy.

Section 15.2. If there are no qualified applicants for a position, the position may be filled by a new hire. The Employer reserves the right to make temporary assignments pending the posting process and to make temporary reassignments due to staffing needs. Temporary position holders shall receive no additional credit in the application process.



ARTICLE 16
BULLETIN BOARDS

Section 16.1. The Employer agrees to provide bulletin board space in an agreed upon area for use by the Union.

Section 16.2. All Union notices of any kind posted on the bulletin boards shall be signed, dated, posted, and removed by a designated Union representative as provided for in Article 4 of this Agreement. It is understood that no material may be posted on any Union bulletin board at any time which contains the following:

- A. Personal derogatory statements or remarks concerning any other bargaining unit employee or any other employee of the Hamilton County Sheriff;
- B. Derogatory statements or remarks concerning the Employer or any other governmental units, officials, or employees: and/or
- C. Favorable or derogatory statements or remarks regarding any candidate for public or Union office.

Section 16.3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

Section 16.4. Upon the request of the Employer or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 17
WORK RULES – GENERAL ORDERS

Section 17.1. Every bargaining unit employee shall be issued a copy of the Hamilton County Sheriff's Office "Rules, Regulations and Disciplinary Process".

Section 17.2. Every bargaining unit employee shall be informed of, and shall have access to, any other work rules, regulations, standard operating procedures, and/or general orders which are applicable to his or her position. Copies of all changes in "Rules, Regulations and Disciplinary Process" and/or general orders shall be posted and distributed to each employee.

Either party may request that all changes in work rules, regulations, standard operating procedures, and/or general orders be placed on the agenda of any Labor/Management meeting.

Such discussion at the Labor/Management meeting shall be only for the purpose of providing an explanation of such change, and to answer any questions concerning such change.

Section 17.3. The Employer agrees that all such work rules, regulations, standard operating procedures, and/or general orders shall be applied uniformly within the group or groups of employees to whom they are applicable.



ARTICLE 18
COPIES OF THE AGREEMENT

Section 18.1. Copies of this Agreement shall be printed and distributed to all bargaining unit employees, and to all probationary employees hired during the term of this Agreement. The cost of printing shall be paid equally by the parties. The Employer shall control the inventory of all unissued copies. The Union shall have access to additional copies from the inventory as needed.

ARTICLE 19
HEALTH AND SAFETY

Section 19.1. It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment, and working methods for its employees. The employees accept the responsibility to follow safe working methods and all written and distributed safety rules.

Section 19.2. All alleged unsafe working conditions and health hazards must be reported in writing to the immediate supervisor and to the Deputy Director in the employee's chain of command, as soon as such conditions are known. The Deputy Director shall investigate the condition and determine as promptly as warranted whether such condition does in fact present a significant threat to the safety of employee(s) involved and if indicated, initiate appropriate corrective action. Within seven (7) calendar days following the completion of his or her investigation, the Deputy Director shall provide a written determination of his or her findings to the Director of Corrections, the Labor/Management Committee, and the employee who requested the investigation.

Section 19.3. Upon receipt of the Deputy Director's response as provided for in Section 19.2 above, if an employee feels that an alleged unsafe working condition or health hazard has not been satisfactorily addressed, he or she may submit a written notice of his or her concerns to the Labor/Management Committee as described in Article 7 of this Agreement. The Labor/Management Committee shall conduct a special meeting as soon as practical, but no later than fourteen (14) calendar days following the receipt of such written notice. No other subject may be discussed at such special meetings of the Labor/Management Committee without mutual consent of the parties.

The Labor/Management Committee shall, within fourteen (14) calendar days of meeting, file a written report with the Employer. Such report shall contain the results of the meeting including any recommended corrective action. The Employer or his designee shall respond in writing to the Labor/Management Committee within fourteen (14) calendar days following receipt of the

Labor/Management Committee's report. The Labor/Management Committee shall inform the employee who initiated the report of its recommendations and the Employer's response.



ARTICLE 20
HOURS OF WORK AND OVERTIME

Section 20.1. The work schedule of each bargaining unit employee shall be determined by the Employer. Bargaining unit employees shall be given seventy two (72) hours notice of any non-emergency changes whenever such advance notice is practical.

Section 20.2. The standard work week for employees shall consist of no more than forty (40) hours within a seven (7) consecutive calendar day, one hundred sixty eight (168) hour period.

Section 20.3. All hours worked in excess of an employee's standard work week shall be considered overtime and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. There will be no pyramiding of overtime or other premium pay for the same hour worked. Overtime shall be calculated to the nearest one-tenth (0.1) of an hour.

Section 20.4. 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 for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of two hundred forty (240) hours compensatory time, then any future overtime hours shall be compensated with overtime pay. 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 or she shall so indicate his or her election when reporting the overtime worked.
- B. Requests for compensatory time off shall be honored subject to the operational needs of the Department.
- C. Requests for compensatory time off must be submitted in advance of the time requested.
- D. The Employer may schedule an employee off on compensatory time so long as such scheduling does not reduce an employee's compensatory time balance below thirty six (36) hours. Employer scheduled compensatory time shall consist of not less than four (4) hours.
- E. The employer shall provide not less than sixteen (16) hours advance notice to an employee of any Employer scheduled compensatory time off.
- F. Once an employee has reported to work, compensatory time must be used only by mutual agreement of the employee and the Employer.

- G. Compensatory time off requested by an employee which has been approved and scheduled shall not be canceled except when unanticipated operational needs of the Department would require it.
- H. Any employee may elect to convert all or part of his or her accrued compensatory time balance existing as of October 31st of each calendar year to cash, payable by separate check no later than December 1st of each year. Payment shall be made at the rate of pay existing at the time of cash-in.



ARTICLE 21
WAGES AND COMPENSATION

Section 21.1. Effective September 1, 2012 until the first day of the pay period which includes January 1, 2013, the wage scales for bargaining unit employees shall be as follows:

	Minimum	Maximum
Laundry Worker	\$21,630	\$27,250
Maintenance Worker 1	\$25,750	\$35,861
Maintenance Worker 2	\$35,020	\$45,780
Information Clerk	\$30,179	\$36,624

Section 21.2. Effective the beginning of the pay period which includes January 1, 2013, the Minimum and Maximum wage scales shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
<u>Laundry Worker</u>	<u>\$22,278.90</u>	<u>\$28,067.50</u>
<u>Maintenance Worker 1</u>	<u>\$26,522.50</u>	<u>\$36,936.83</u>
<u>Maintenance Worker 2</u>	<u>\$36,070.60</u>	<u>\$47,153.40</u>
<u>Information Clerk</u>	<u>\$31,084.37</u>	<u>\$37,722.72</u>

Effective the beginning of the pay period which includes January 1, 2013, employees shall be eligible for a three percent (3%) in their annual rate of pay.

Section 21.3 Effective January 1, 2014, the Minimum and Maximum wage scales shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
<u>Laundry Worker</u>	<u>\$22,947.27</u>	<u>\$28,909.53</u>
<u>Maintenance Worker 1</u>	<u>\$27,318.18</u>	<u>\$38,044.93</u>
<u>Maintenance Worker 2</u>	<u>\$37,152.10</u>	<u>\$48,568.00</u>
<u>Information Clerk</u>	<u>\$32,016.90</u>	<u>\$38,854.40</u>

Effective the beginning of the pay period which includes January 1, 2014, employees shall be



eligible for a three percent (3%) in their annual rate of pay.

Section 21.4. Effective the beginning of the pay period which includes, January 1, 2015 each employee shall be eligible for the same percentage increase (excluding bonus and/or supplemental increases) approved by the Hamilton County Board of County Commissioners (HCBCC) for non-bargaining unit employees of the Hamilton County Board of County Commissioners (except those employees with individual employment contracts) for 2011 OR the bargaining unit employee shall be eligible for the same percentage increase granted to Corrections Officers (SERB Case No. 12-MED-01-0069) for the period of December 1, 2014-November 30, 2015, whichever is greater. Such percentage increase shall be effective at the beginning of the pay period which includes January 1, 2015, and shall apply only to the bargaining unit employees' hourly pay rates.

Section 21.5. An individual employee's entitlement to any increase in base shall be determined by the Employer based on the Employer's assessment of that employee's performance. Any employee who is denied all or part of any pay increase shall be given a written explanation of the reasons(s) for the denial as well as exactly what they must do to qualify for the next increase.

Section 21.6. Employees promoted to a higher classification which has a higher range in pay shall be assigned to the entry level rate or when a current employee's salary is higher than the entry level rate, , in which case the employee would be placed in the lowest pay grade of his/her new position, or current position, which is higher than his/her current salary. The employee will then remain in the newly assigned pay grade until he/she has attained sufficient seniority to be advanced to the next highest pay grade.

Section 21.7. The listing of annual salaries is not a guarantee of annual earnings, but is shown only as the basis for calculating bi-weekly, hourly, and overtime rates of pay. The bi-weekly rate of pay is determined by dividing the annual wage level by twenty-six (26), irrespective of the number of pay periods in a year. The hourly rate for all purposes is determined by dividing the bi-weekly salary by eighty (80).

ARTICLE 22 **CALL-IN TIME**

Section 22.1. Any employee called in to work at a time outside his or her regularly scheduled shift, which call-in does not abut his or her regularly scheduled shift, shall be paid a minimum of three (3) hours at the overtime rate of pay.



ARTICLE 23
INSURANCES

Section 23.1. The Employer shall make available to bargaining unit employees the same major medical/hospital care insurance plans, and life insurance plans that are available to non-bargaining unit Hamilton County Board of Commissioners' employees. If such non-bargaining unit Hamilton County Board of Commissioners' employees are required to pay a portion of insurance premiums, the same co-payment shall also apply to bargaining unit employees. All insurance requirements specified for such non-bargaining unit Hamilton County Board of Commissioners' employees shall also be applicable to bargaining unit employees.

ARTICLE 24
HOLIDAYS

Section 24.1. Scheduled paid holidays shall be as follows:

*New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
*Independence Day	July 4th
Labor Day	First Monday in September
*Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
*Christmas	December 25th

*In the event these holidays fall on a Saturday or Sunday, the holiday will be observed in the same manner as other non-essential Sheriff's Office employees (Friday or Monday).

Section 24.2. Employees shall be paid for the number of hours that they would normally be required to work at their straight time hourly rate for each holiday listed in Section 24.1 of this Article when no work is performed on such holiday.

Section 24.3. Employees who work on any of the holidays provided for in this Article shall receive, in addition to his or her regular wages for all hours actually worked within the twenty-four (24) hour period of the holiday, an amount equal to one (1) hour paid for each one (1) hour worked up to a maximum of eight (8) hours pay.

Section 24.4. Holiday pay shall be paid on the paycheck which includes the pay period in which the holiday occurred.



ARTICLE 25
VACATION

Section 25.1. Bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer and any prior county service in the State of Ohio, as follows:

- A. Less than six (6) years completed; rate of accumulation is 3.1 hours per pay period.
- B. Six (6) years of service but less than twelve (12) years of service completed; rate of accumulation is 4.6 hours per pay period.
- C. Twelve (12) years of service but less than eighteen (18) years of service completed; rate of accumulation is 6.2 hours per pay period.
- D. Eighteen (18) years of service but less than twenty-five (25) years of service completed; rate of accumulation is 7.7 hours per pay period.
- E. Twenty-five (25) years or more of service completed; rate of accumulation is 9.2 hours per pay period.

Section 25.2. Vacation credit accrues while in any Employer paid leave status. No vacation credit is earned while an employee is in no-pay status including lay-off, leave of absence, and unpaid disciplinary suspension. Prorated vacation credit is given for any part of a pay period. Eighty (80) hours of vacation credit is granted at the completion of one (1) year of employment. The following additional vacation credit will continue to be added up to and including the date of August 31, 2010 at which time such additions will cease to exist: Forty (40) hours vacation credit is added at the completion of eight (8), fifteen (15), twenty (20), and twenty-five (25) years of employment in addition to the increased rate of accrual.

Section 25.3. Vacation leave may be taken in one half (1/2) hour increments. Requests for vacation leave shall be made in writing by the employee to the employee's supervisor prior to any use of vacation leave.

Section 25.4. The Employer shall post a vacation calendar in each work section during the month of December of each year. Employees may request, prior to March 1st, the dates for that vacation year (January 1 through December 31 of that year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. Vacation requests submitted after March 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.
- C. An employee who has received approval of his or her vacation request, and is subsequently reassigned, shall not lose his or her right to that approved vacation period.

Section 25.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited.

Section 25.6. Any employee who separates from service shall be paid for any earned but unused vacation leave.

Section 25.7. Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his or her vacation status to sick leave for all days hospitalized and any subsequent dates necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his or her credit.

Section 25.8. Vacation leave balances shall be shown on an employee's regular paycheck.

ARTICLE 26
SICK LEAVE



Section 26.1. Bargaining unit employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in active pay status (i.e. during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid leave or disciplinary suspension, or while the employee is in overtime status.

Advance use of sick leave shall not be granted. Sick leave is accumulative without limit.

Section 26.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons.

- A. Illness, injury or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such examination cannot be scheduled during non-work hours.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonable necessary time, not to exceed five (5) days. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family.
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

F. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner, where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

For the purpose of this Article, the definition of immediate family shall be: Mother, father, son, daughter, brother, sister, spouse, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, or legal guardian or other person who stands in place of a parent (loco parentis).

Section 26.3. When an employee is unable to report to work due to illness or injury, he or she shall notify his or her immediate supervisor or other designated person as soon as possible, but not less than two (2) hours prior to the time he or she is scheduled to report for work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 26.4. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments, or where an absence is for four (4) consecutive days or more, or for any sick leave usage in excess of three (3) sick leave occurrences in a calendar year, require the employee to furnish a certificate from a physician, dentist or other licensed practitioner stating the nature of the illness or injury. For any absence when an employee provides written, signed certification from a physician, dentist, or other licensed practitioner indicating the nature of the illness or injury, the Employer will not unreasonably infer abuse of the employee's contractual or statutory sick leave entitlement or any improper neglect of duty.

Section 26.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all Departmental rules and regulations governing application and use. Falsification of an application for sick leave or practitioner's statement shall be grounds for disciplinary action. Abusive use of sick leave benefits may result in the denial of sick leave benefits and/or disciplinary action.

Section 26.6. An employee with ten (10) or more years of service with the Employer or ten (10) or more years of public service with political subdivisions of the State of Ohio who retires from active service with the Employer, shall be paid for fifty percent (50%) of the value of his or her accrued but unused sick leave up to a maximum payment of eight hundred (800) hours. Payment shall be based upon the employee's rate of pay at the time of retirement.

Section 26.7. An employee who does not use any of his or her sick leave in any period consisting of four (4) consecutive months shall be granted one (1) day (personal day) of extra time off for each four (4) month period. Each four (4) month period begins with the first day following the last incident of sick leave usage and ends one hundred twenty two (122) consecutive calendar days later. Personal days must be used within one (1) year of the date of earning, otherwise they shall be paid. Employees must be in pay status to receive credit toward earning of personal days. Periods of injury leave, leaves of absence, layoff, disciplinary suspension, etc. shall not be counted.

Section 26.8. Sick leave balances shall be shown on an employee's regular paycheck.



ARTICLE 27
BEREAVEMENT LEAVE

Section 27.1. Upon the death of an employee's spouse, child, mother, father, sister, or brother, the Employer shall grant bereavement leave in lieu of the use of sick leave. Bereavement leave shall be limited to a reasonably necessary time, not to exceed five (5) work days. One (1) of the days must be the day of the funeral. Bereavement leave shall not be deducted from any sick leave balance.

ARTICLE 28
OCCUPATIONAL INJURY LEAVE

Section 28.1. In the event of an occupational injury or an occupational illness incurred as a direct result of performing an assigned function within the scope of the employee's classification, which illness or injury is not the result of the injured employee's negligence, recklessness, or self-infliction by an employee, and upon the employee's application, the Employer may grant the employee, beginning on the eighth (8th) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave (OIL) with full pay for a period not to exceed one hundred twenty-five (125) work days. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted. The granting of OIL shall not be unreasonably denied.

Section 28.2. Illnesses considered common or routine among the general public (e.g. cold, flu, chicken pox, etc.) shall not entitle an employee to OIL. Unusual and serious illnesses (e.g. hepatitis, tuberculosis, etc.) and "stress-related" psychological and physical conditions and illnesses (e.g. neuroses, psychoses, depression, hypertension, stroke, heart disease, etc.) may entitle an employee to OIL only if incurred in accordance with the conditions set forth in Section 28.1 above.

Section 28.3. An employee applying for OIL hereunder, 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, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 28.4. Any employee claiming an occupational illness or injury under this Article shall file Workers' Compensation claim as soon as possible. Upon approval of the claim an OIL granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave, compensatory time, or vacation leave used by the employee during the first eight (8) days of absence shall be restored to his or her credit. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the Workers' Compensation claim is denied, the employee shall revert to sick leave status, and shall be charged with sick leave, compensatory time, and/or vacation leave for all time paid by the Employer for OIL.

Section 28.5. It is understood and agreed that the Employer's obligation under this Article is only the difference between the employee's regular rate of pay and the amount of income benefits available to the employee from Workers' Compensation, and that OIL is not in lieu of Workers' Compensation benefits.

Section 28.6. In lieu of granting OIL, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician.

ARTICLE 29
DONATED TIME



Section 29.1. All bargaining unit employees shall be eligible for donated compensatory time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness.

Section 29.2. The application for and granting of donated compensatory time benefits shall be subject to the following:

- A. When it comes to the attention of the Director of Corrections or his or her designee that a bargaining unit employee's accrued but unused compensatory, sick leave, and vacation time has been or is about to be exhausted, he or she shall investigate the following:
 - 1. The current status of the employee's physical condition;
 - 2. The prognosis of the employee's physician.
- B. The Director of Corrections or his or her designee shall direct a letter to the Employer setting forth:
 - 1. The details of his or her investigation;
 - 2. Any recommendations he or she may have concerning the employee's eligibility as a recipient of donated compensatory time.
- C. If the Employer approves a recommendation for an employee to be the recipient of donated compensatory time, any bargaining unit employee wishing to voluntarily donate accrued but unused compensatory time to such approved recipient shall submit a written request to his or her supervisor listing the name of the beneficiary with the number of hours of compensatory time to be donated.
- D. In no case will donated time be used to extend the recipient employee's period of active duty beyond a recommended date of retirement as established by any physician or governmental body having authority to grant or mandate such retirement.
- E. Any donated compensatory time processed and not needed by a recipient due to retirement, return to duty, or other reason, shall be returned to the donor.

- F. Donated compensatory time shall be converted to its cash equivalency and paid to the recipient at the recipient's regular hourly rate of pay.

ARTICLE 30
UNIFORMS



Section 30.1. If the Employer requires bargaining unit employees to wear a uniform, all uniform items, excluding socks, and underwear, will be supplied by the Employer in quantities specified by the Employer.

Section 30.2. All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in the condition as issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued uniform or equipment item which is lost or damaged through abuse by an employee, as determined by the Employer, shall either be replaced or paid for at current market value by the employee.

ARTICLE 31
EXPENSES

Section 31.1. When an employee is authorized or required to travel outside of Hamilton County on official business, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his or her duty, including, but not limited to, expenses incurred for meals, lodging, and parking. The employee must present appropriate receipts to substantiate the expenses actually incurred.

Section 31.2. When an employee is authorized or required to travel on official business and to drive his or her personal vehicle, the Employer shall reimburse the employee for all miles actually driven, and for actual parking expenses.

Section 31.3. All travel and expenses authorized or required by the Employer for official business shall be subject to the policy for reimbursement of expenses for travel on official county business as established by the Hamilton County Board of Commissioners.



ARTICLE 32
TRAINING

Section 32.1. All training required of and authorized for an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Hamilton County. On multiple-day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not include travel to the site from Hamilton County or to Hamilton County from the site shall be counted as regular work days, not to exceed eight (8) hours.

Section 32.2. The Employer shall pay for all necessary, reasonable, authorized, and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition, and fees in accordance with the provisions of Article 31 of this Agreement.

ARTICLE 33
LEAVE OF ABSENCE

Section 33.1. The Employer may grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon request to, and with the approval of, the Employer.

- A. The authorization of a leave of absence without pay is a matter of administrative discretion and employees have no right to such leave, subject to the provisions below. The Employer will decide in each individual case if a leave of absence is to be granted.
- B. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) calendar days prior to the commencement of the desired leave so that the various departmental functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to his or her classification in an available assignment. Employees on an unpaid leave of absence are subject to all layoff and recall provisions of Article 14 of this Agreement.
- D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.
- E. The Employer should send a written reminder to the employee at least two (2) weeks prior to the end of the unpaid leave of absence. If an employee fails to return to work at the expiration of his requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.



Section 33.2. Childbirth/Adoption Leave:

An employee may take up to five (5) consecutive scheduled work days as leave during the period immediately following the birth or adoption of a child. Written request for this purpose must be submitted to the Employer. Such requests shall not be unreasonably denied. Such leave shall be deducted from accrued but unused sick leave if available – otherwise the employee must cover the time with other qualifying paid leave (e.g., vacation) or take the time as unpaid leave.

Requests for additional time beyond the five (5) days will be subject to the same provisions as are normally applicable to the type of leave requested (e.g., sick leave, FML, etc.).

Family and Medical Leave:

An employee who meets the eligibility requirements for Family and Medical Leave may apply for such leave. The Employer will approve leave requests as required by the Act, provided that except as prohibited by the Act, the Employer may do the following: deny requests that the Act does not require be approved; require medical certifications; request medical examinations (which may include psychological examinations) in addition to any information or certifications provided by the employee; place employees on Family and Medical Leave if they are unable to apply or fail to apply but are otherwise qualified for such leave; require that employees use paid leave before unpaid leave and offset the paid leave against the Family and Medical Leave entitlement; require employees to pay their share of premiums for insurance coverage while on unpaid Family and Medical leave; take disciplinary action against employees who do not comply with the Employer's policies and procedures for administering Family and Medical Leave; coordinate the administration of Family and Medical Leave with the Employer's administration of other types of leave; and place an employee who has exhausted Family and Medical Leave and who is still unable to perform the essential functions of the position on unpaid Disability Leave or proceed to Disability Separation.

Section 33.3. All employees who are members of the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States including the Ohio National Guard are entitled to paid leave of absence from their respective duties for such time as they are in the military service on field training or active duty for a period not to exceed a total of one hundred seventy-six (176) hours in one (1) calendar year.

- A. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one (1) continuous period of time.
- B. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.
- C. Where a call-up exceeds one (1) calendar month in duration, payment to employees will be made pursuant to O.R.C. 5923.05.



Section 33.4. Medical Examination:

The Employer may require an employee to undergo a medical examination that is related to the employee's job and based on a business necessity when the Employer deems the examination necessary to confirm an employee's eligibility for sick leave, FML, Disability Leave, or Disability Separation. The Employer may also require such an exam to determine the employee's eligibility to return from any sick leave, Disability Leave, or Disability Separation, where the employee is returning after having exhausted Family and Medical Leave (or where the returning employee is not eligible for FML). The examination shall be at the Employer's expense. Where the Employer is requiring the examination to certify an employee's eligibility for Family and Medical Leave (the FML "second opinion"), the Employer's selection of a healthcare provider shall be in accordance with the regulations governing Family and Medical Leave. However, where the examination is to determine an employee's eligibility for sick leave, Disability Leave, etc., following the employee's exhaustion of Family and Medical Leave, or in a situation where the employee is not eligible for Family and Medical Leave, the selection of the healthcare provider shall be within the sole discretion of the Employer.

The Employer may place an employee found to be unable to perform the essential functions of his position on unpaid Family and Medical Leave, or of the employee is not eligible for or has exhausted any available Family and Medical Leave, the Employer may place the employee on unpaid Disability Leave or may disability separate the employee, all as provided for in this Section.

Disability Leave, Disability Separation, and PERS Disability:

A physically or mentally incapacitated employee who has completed his probationary period may request an unpaid Disability Leave. A Disability Leave for a period not to exceed one (1) year may be granted when the disability continues beyond the use of all accrued but unused sick leave. The employee must furnish satisfactory medical proof of such disability along with his written request for unpaid Disability Leave. The employee must also be:

- A. Hospitalized or institutionalized; or
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of his position by a licensed physician.

It is the employee's responsibility to request an unpaid Disability Leave since such leave is not granted automatically, although the Employer may place the employee on Disability Leave if the employer has satisfactory certification from a licensed physician that the employee is unable to perform the essential functions of his or her position with or without a reasonable accommodation.

At any time after the employee has exhausted Family and Medical Leave and accrued but unused sick leave, and the Employer determines that the employee is unable to perform the essential functions of the employee's job, with or without a reasonable accommodation, and the Employer

has declined to approve any additional leave (e.g., the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PERS Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS laws under this Agreement.

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, who formally resigns, or who takes a PERS Disability (disability benefits) shall be separated by a personnel action with the designation "Failure to Return from Disability Leave."

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

When an employee is ready to return to work from an unpaid disability leave, he shall furnish a statement by a physician releasing the employee as able to return to full-time and full capacity duty. The Employer may require an employee to be examined by a licensed physician at the expense of the Employer as provided above. Employer required Disability Leave or Disability Separation may be appealed through the grievance and arbitration procedures.

PERS Disability:

If an employee applies for PERS Disability and it is granted or the Employer submits an employee for PERS Disability and it is granted, effective on or after the date the employee has exhausted any available Family and Medical Leave, or such other date as PERS may allow, the employee shall be placed on PERS Disability accordingly.

Section 33.5. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this section. All compensation received by the employee for such duty shall be reimbursed to the Employer unless such duty is performed totally outside the normal working hours of the employee. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from the Ohio Bureau of Workers' Compensation (OBWC), the Ohio Bureau of Employee Services (OBES), and the State Employment Relations Board (SERB).

The provisions of this Section shall not apply to employees appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. These absences would be leave without pay, compensatory time, earned day off, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.





**ARTICLE 34
DRUG/ALCOHOL TESTING**

Section 34.1. Drug testing may be conducted on employees during their duty hours upon reasonable suspicion, randomly by computer selection, randomly at the discretion of the Employer or designee by computer selection for bargaining unit personnel in special assignments, or otherwise as provided in this Article. Alcohol testing will be conducted only upon reasonable suspicion.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner 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. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practices.

Section 34.2. Drug/alcohol 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/alcohol screening or testing be released to a third party for 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 initial reagent results alone.

Section 34.3. All drug screening tests shall be conducted by laboratories meeting the standards of the Substance Abuse and Mental Health Services Administration. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS). 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 34.4. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence or in accordance with the Department of Transportation (DOT) regulations for employee testing. A positive result shall



entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for purposes of this article, shall be defined as "any detectible level of alcohol."

Section 34.5. The results of any testing 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. The employee shall provide a signed release for disclosure of the testing results. A representative from the bargaining unit shall have a right of access to the results upon request of the Employer and with the written consent of the employee. Refusal to submit to testing provided for under this Agreement may be grounds for discipline.

Section 34.6.

- A. If a drug screening confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a SAMSHA 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 first 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 first test, the split sample test 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 34.7. A list of three (3) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer. The Employer shall obtain the approval of the bargaining unit representative as to any laboratories put on this list, which approval shall not be unreasonably withheld.

Section 34.8. If the testing required above has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance or by the County's Employee Assistance Program (EAP). Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period.

Section 34.9. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory time, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and a negative result on a return-to-duty test, the employee shall be returned to his or her former position. Such employee may be subject to periodic retesting upon his or her return to his or her position for a period of one (1) year from the date of his or her return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any

seniority or benefits should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) calendar days.

Section 34.10. If an employee refuses to undergo rehabilitation or detoxification, or if he or she fails to complete a program of rehabilitation, or if he or she tests positive during a retesting within one (1) year after his or her return to work from such a program, the employee shall be subject to disciplinary action, including removal from his or her position and termination of his or her employment.

Section 34.11. Costs of all 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 34.12. The Employer may conduct six (6) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above. The Employer may conduct more follow up tests of an employee upon the recommendation of the substance abuse professional.

Section 34.13. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 35
NO STRIKE/NO LOCKOUT



Section 35.1. The parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operations or services of the Employer during the term of this Agreement.
- B. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of bargaining unit employees unless those employees have violated Section 35.1(A) of this Article.

ARTICLE 36
SEVERABILITY

Section 36.1. This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 36.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to negotiate alternative language on the same subject matter.



ARTICLE 37
DURATION

Section 37.1. This Agreement shall be effective as of the date of execution, unless otherwise provided for herein, and shall remain in full force and effect until 11:59 p.m. August 31, 2015.

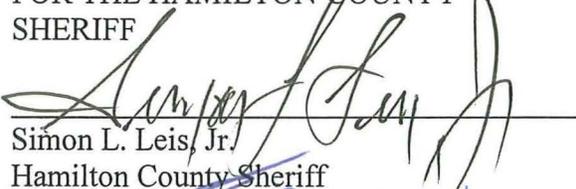
Section 37.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the execution date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

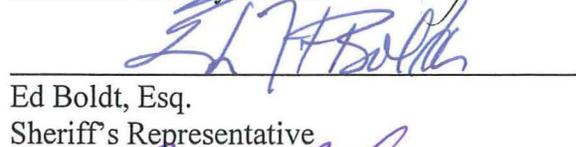
Section 37.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SIGNATURE PAGE

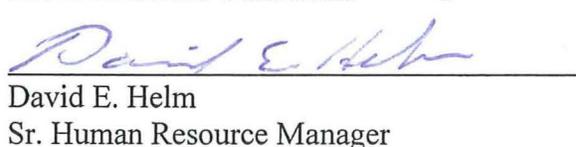
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 13 day of FEBRUARY 2013, 2012.

FOR THE HAMILTON COUNTY
SHERIFF

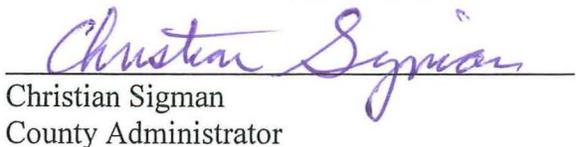

Simon L. Leis, Jr.
Hamilton County Sheriff


Ed Boldt, Esq.
Sheriff's Representative

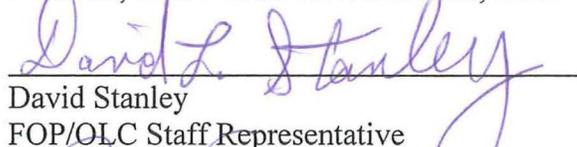

Brett A. Geary
Labor Relations Consultant


David E. Helm
Sr. Human Resource Manager

FOR THE HAMILTON COUNTY
BOARD OF COMMISSIONERS


Christian Sigman
County Administrator

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


David Stanley
FOP/OLC Staff Representative


Ron Peacock
Bargaining Team Member


Rocky Mullins
Bargaining Team Member



APPROVED AS TO FORM

(On File)
Assistant Prosecuting Attorney

Approved and journalized by the Hamilton County Board of Commissioners on December 12, 2012. Greg Hartman , President, Chris Monzel, Vice President, and Todd Portune, Member.

On motion of Mr. Hartmann, seconded by Mr. Monzel the resolution was adopted.

30-3

RESOLUTION ACCEPTING THE TENTATIVE AGREEMENT
IN STATE EMPLOYMENT RELATIONS BOARD CASE NO. 12-MED-02-0117
(Hamilton County Sheriff and the Fraternal Order of Police, Ohio Labor
Council, Inc. representing Laundry/Maintenance/Information Clerks)



BY THE BOARD:

WHEREAS, the Hamilton County Sheriff and the Fraternal Order of Police, Ohio Labor Council, Inc., representing Laundry, Maintenance and Information Clerks, have engaged in the collective bargaining process as provided in Ohio Revised Code Chapter 4117; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement attached hereto and made a part hereof be received and approved.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio, that the tentative collective bargaining agreement between Hamilton County Sheriff and the Fraternal Order of Police, Ohio Labor Council, Inc., representing Laundry, Maintenance and Information Clerks, to be effective through August 31, 2015, a copy of which is attached hereto and made a part hereof, be and the same hereby is approved; and

BE IT FURTHER RESOLVED that the County Administrator be and he hereby is authorized and directed to assure full execution of the collective bargaining agreement and to execute said agreement on behalf of the Board, said tentative agreement having been approved by the Fraternal Order of Police, Ohio Labor Council, Inc.; and

BE IT FURTHER RESOLVED that the Clerk of the Board be and hereby is authorized and directed to certify copies of this resolution to Mr. Christian Sigman, County Administrator; Ms. Cheryl Keller, Human Resources Director; Honorable Simon L. Leis, Jr., Hamilton County Sheriff; Mr. Brett Geary, Clemans, Nelson & Associates, Inc., 420 W. Loveland Ave, Ste 101, Loveland, Ohio, 45140; and Mr. David Stanley, Staff Representative, FOP/OLC, 5752 Cheviot Road, Suite D, Cincinnati, Ohio, 45247.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 12th day of December, 2012.

Mr. Hartmann YES

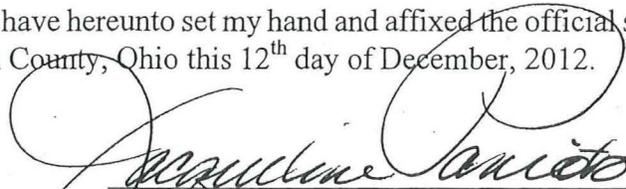
Mr. Monzel YES

Mr. Portune YES

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners in session the 12th day of December, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Hamilton County, Ohio this 12th day of December, 2012.


Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio