06-27-13
12-MED-12-1410
0896-02
K29763

GREENE COUNTY SHERIFF

DEPUTIES

AGREEMENT

Effective through April 1, 2016

TABLE OF CONTENTS

Article 1	Agreement	1
Article 2	Recognition	2
Article 3	Scope of Bargaining	3
Article 4	Classification System	3
Article 5	Non-Discrimination	3
Article 6	Management Rights	4
Article 7	Association Security	5
Article 8	Association Representation	7
Article 9	Grievance Procedure	8
Article 10	Internal Review and Corrective Action	11
Article 11	Personnel Files	13
Article 12	No Strike – No Lockout	14
Article 13	Seniority and Probationary Period	15
Article 14	Special Deputies	16
Article 15	Safety	16
Article 16	Work Rules	16
Article 17	Promotions	16
Article 18	Shift Preference	20
Article 19	Minimum Staffing	21
Article 20	Hours of Work and Overtime	21
Article 21	Shift Differential	24
Article 22	Temporary Transfer Compensation	25
Article 23	Call In Pay	25
Article 24	Vacation	25
Article 25	Holidays	27
Article 26	Uniforms	28
Article 27	Insurance	29
Article 28	Sick Leave	30
Article 29	Leaves of Absence	34
Article 30	Tuition Reimbursement	36
Article 31	Drug Testing	36
Article 32	Employee Wellness	38
Article 33	Miscellaneous Economic	38
Article 34	Residency	39
Article 35	Layoffs	40
Article 36	Officer in Charge (OIC) Pay	41
Article 37	Retirement and Return to Work	42
Article 38	Temporary Restricted Duty	43
Article 39	Savings Clause and Duration of Agreement	44
	Signature Page	45
	Wage Scale	46

ARTICLE 1
AGREEMENT

Section 1.1. Agreement. This Agreement is made and entered into by and between the Greene County Sheriff's Office, (hereinafter referred to as "Employer", "Agency", or "County") and the Greene County Deputy Sheriff's Benevolent Association, (hereinafter referred to as "the Association" or "Association").

Section 1.2. Purpose.

A. The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth 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 units as defined herein.

B. To ensure the right of every employee to fair and impartial treatment and to provide for the peaceful and equitable adjustment of differences which may arise.

C. To attract and retain qualified employees, achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

D. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment.

Section 1.3. Legal References.

A. Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Agreement makes no specification about a matter, the Employer, employees and the Association are subject to all applicable federal, state or local laws pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws are not incorporated into this Agreement.

B. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity or affect, the remaining portions thereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained shall remain in force. In the event of invalidation of any portion of this Agreement and upon written request by either party, the parties to this Agreement shall meet within a reasonable time (not to exceed thirty days) in an attempt to modify the invalidated provisions through negotiations.

Section 1.4. Sanctity of Agreement. Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

Section 1.5. Labor/Management Committee. In the interest of sound employee relations, a joint department committee consisting of no more than four (4) members appointed by the Association and four (4) members appointed by Management, unless otherwise mutually agreed to by the parties, may convene whenever the parties wish to discuss subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and to find solutions to common problems.

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The Association is recognized by the Employer as the exclusive representative for all members identified in the Bargaining Units described in Section 2.2 of this Article in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Agreement.

Section 2.2. Bargaining Units. The Deputies bargaining unit is as follows:

Included: All Deputy Sheriffs employed by the Greene County Sheriff's Office appointed pursuant to Ohio Revised Code Section 311.04 including Detective, Deputy Sheriff Road, Deputy Sheriff Jail, Deputy Sheriff Jail/Paramedic, Deputy Sheriff Jail/Registered Nurse, and Office Deputy, as certified by SERB in Case Number 08-REP-09-0142.

Excluded: All non-deputized employees employed by the Greene County Sheriff's Office, including Cooks and Custodians, Registered Nurse, Licensed Practical Nurse, and Paramedic, as certified by SERB Case Number 08-REP-09-0139.

All full-time Corrections Officers, as certified by SERB Case Number 08-REP-09-140.

All Deputy Sheriffs employed by the Greene County Sheriff's Office of the rank of Sergeant and above, including Deputy Sheriff Jail Sergeant, Deputy Sheriff Road Sergeant, and Deputy Sheriff Lieutenant as certified by SERB in 08-REP-09-0141.

All management-level employees, professional employees, confidential employees (one employee), Road Major, Jail Major, Criminal Investigation Major, Chief Deputy and the Sheriff.

16/6/2012 AGGRESS 00118437.DOC 1

ARTICLE 3
SCOPE OF BARGAINING

Section 3.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement. With respect to any matter or subject not referred to or covered by this Agreement, the provisions of applicable law shall prevail; however, neither party shall attempt to invoke such legal remedies until that party has first discussed the matter or subject in a Labor/Management Committee meeting. The parties further agree that this Agreement represents the complete Agreement between the parties.

ARTICLE 4
CLASSIFICATION SYSTEM

Section 4.1. Classification. The classification of positions within the Employer, the duties assigned to those positions and the methodology used for classification is vested with the Employer. Whenever a new bargaining unit classification is established, the Employer shall notify the Association in writing of the effective date of the change. The parties shall meet to discuss whether the new position will be included in the bargaining unit.

Section 4.2. Rate of Pay. A rate of pay shall be assigned to each new classification by the Employer, subject to agreement by the union. If agreement is not reached, the wage rate shall be subject to the provisions of Article 9, the Grievance Procedure.

ARTICLE 5
NON - DISCRIMINATION

Section 5.1. The provisions of this Agreement shall be applied uniformly to all employees in the union without discrimination.

Section 5.2. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 5.3. Association Membership is Voluntary. Joining the Association and continuing or not continuing in membership shall be voluntary acts by any employee. The Employer and the Association shall not interfere in any way with an employee's exercise of his right to be or not to be a member of the Association, nor shall they discriminate against any employee because of his membership or non-membership in the Association.

Section 5.4. Reasonable Accommodations. Notwithstanding any other provision in this Agreement, the Employer may take any action required under the Americans With Disabilities Act to make a reasonable accommodation to a disabled employee.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1. Enumeration of Specific. The Association shall recognize the right and authority of the Employer to administer the business of the Office, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Employer has and will retain the full right and responsibility to direct the operations of the Office, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, except to the extent modified by this Agreement, including but not limited to the following:

A. To manage and direct its workforce, including the right to select, hire, promote, transfer, demote, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for cause, and to maintain discipline among employees;

B. To manage and determine the Employer's goals, objectives, programs and services; budget; the location, type and number of physical facilities, equipment, programs; the work to be performed; and utilization of technology;

C. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work, austerity programs, and any other legitimate reason;

D. To determine the hours of work and work schedules;

E. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

F. To determine necessity to schedule overtime and the amount required thereof;

G. To declare an emergency in the event of civil insurrection or acts of God and take any and all actions as may be necessary to carry out the mission of the Employer in those emergency situations;

H. The Employer may reassign a non-deputized function or duty to another County agency only after advance notice to the Association, subject to the grievance procedure and/or action with the SERB. The Employer must demonstrate that such reassignment would be in the interests of efficiency, economy, or productivity. This right shall not be used for the purpose of discriminating against any employee.

Section 6.2. Residual. The Association 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 7
ASSOCIATION SECURITY

Section 7.1. Deduction of Dues. The Employer agrees to deduct the Association dues once each month from the pay of any bargaining unit employee upon receiving written authorization signed individually and voluntarily by the employee. The Employer will deduct dues from the payroll check for the next pay period in which the Association dues are regularly deducted.

The Employer agrees to deduct Lodge/F.O.P. membership dues each month in the amount authorized in writing from the pay of any employee so requesting.

Section 7.2. Correction of Deduction. Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any member during any particular month, the Employer upon written verification from the Association, will make the appropriate deduction from the following pay period in which dues are regularly deducted if the total deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from a single pay of any member.

Section 7.3. Termination of Deduction. The Employer shall be relieved from making such deduction upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the deduction authorization in accordance with its terms or with applicable law.

Section 7.4. Limitation of Deduction. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 7.5. Error in Deduction. It is agreed that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues will normally be deducted. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

Section 7.6. Certification by Association. The rate at which dues are to be deducted shall be certified to the payroll clerk by an Official of the Association at such times during the term of this Agreement as is necessary to be accurate. A one (1) month advance notice must be given the payroll clerk prior to any changes in an individual's dues deduction.

Section 7.7. Fair Share Fee.

A. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Association, including employees who resign from membership in the Association after the effective date of this Labor Agreement, shall pay the

Association, 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 Association, nor shall the fair share fee exceed the dues paid by members of the Association in the same bargaining unit. The Association is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The Employer shall implement the fair share deductions subject to the provisions of this Section. The Association shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09 (C), federal law and any judicial decisions interpreting such laws. The Association agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions. Public employees who are members of and adhere to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, as set forth in Section 4117.09 (C), Ohio Revised Code, shall have such alternative contribution rights as are provided by law under such conditions and in accordance with such procedures as are required by law.

B. It is further agreed that the Association shall defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this Article, except for failure to forward deducted fee.

Section 7.8. Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association 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 hereunder.

Section 7.9. Remitting Deductions. The Employer agrees to furnish the Association once each calendar month, a warrant in the aggregate amount of the dues and fees deducted for that calendar month, together with a listing of the employees for whom said deductions are made. All dues and fees collected under this Article shall be paid by the Employer within thirty (30) days to the Greene County Sheriff's Benevolent Association, P.O. Box 69, Xenia, OH. 45385. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

Section 7.10. Bulletin Board. The Employer agrees to provide to the Association a bulletin board in each Section of the Employer which may be used by the Association for posting notices. Association notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1) Recreational and social events;
2) Election and election results;

3) Notice of Association Appointments;
4) Notices of membership meetings and reports and minutes thereof.

If the Association desires to post any other information or material, the Association shall first submit same to the Employer for his approval. The Employer shall have the sole discretion to approve or disapprove of said posting(s). The Association agrees not to post any materials of a defamatory, political or libelous nature.

Section 7.11. Association Meetings. The Association shall be permitted, upon prior notification to the Employer, to hold meetings at an Employer controlled building, room or facility when such facilities have not been previously scheduled for other business. The notification required under this Section shall be in writing, shall be delivered to the Employer at least one full work day (Monday through Friday) prior to the time of the meeting, and shall state the date, time and requested location of the meeting.

If it is not practicable for the Employer to provide the requested location to the members, the Employer will so notify the requesting party.

ARTICLE 8
ASSOCIATION REPRESENTATION

Section 8.1. Association Representative. Representative(s) of the Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Association representative shall identify himself to the Employer or the Employer's designee.

The Employer shall recognize no more than ten (10) employees designated by the Association to act as representatives for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as representatives provided herein. The Deputies unit shall have one (1) designated representative, the Corrections unit shall have one (1) designated representative, the non-sworn unit shall have one (1) designated representative, the Supervisors unit shall have one (1) designated representative. The Association may have an additional six (6) at large representatives. Any representative that is directly involved in a matter shall not act as a representative in the matter.

Section 8.2. Roster of Association Representatives. The Association shall provide to the Employer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

(1) Name
(2) Address
(3) Home Telephone Number
(4) Association Position held

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

Section 8.3. Activities of Association Representatives. A steward will be permitted leave with pay to investigate and process grievances during working hours, provided the steward first obtains the permission of his immediate supervisor and the permission of the supervisor of any employee with which the steward intends to speak. Such permission shall not be unreasonably withheld.

Section 8.4. Training. The Association may request up to a total of eighty (80) hours of leave annually for elected Association officers only to attend conventions or training. The above time off for Association representatives shall be days off with full pay at no expense to the employee's vacation, compensatory, wellness or sick leave. This total is cumulative for all bargaining units in the Greene County Sheriff's Office.

The Association President shall at least ten (10) days prior to the date of the function submit to the Employer written notice identifying the function, who is attending, and indicate the starting and ending dates and applicable scheduled hours for each employee. The Employer will approve the request within three (3) days of receipt. The Association shall make an effort not to create a hardship on the employer by sending representatives from the same shifts to a function. No leave shall be requested for the period of July 1st through August 15th. The Association will not request to have more than two (2) elected officers off the same shift from the same division that would cause overtime at the time of the requested leave.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. Definition. A grievance is any dispute which a bargaining unit employee has concerning the interpretation, application, or alleged violation of the express provisions of this Agreement.

Section 9.2. Jurisdiction. Nothing in this grievance procedure shall deny employees any rights otherwise available by law to achieve redress of their legal rights. However, the parties agree that this grievance procedure supersedes the availability of the civil service appeal process and the State Personnel Board of Review.

Section 9.3. Representation. A grievance may be brought by any employee covered by this Agreement. Where a group of employees desire to file a grievance involving an incident affecting several employees in the same or similar manner, the Association or one employee selected by the group may process the grievance. Such a grievance shall be designated as a group grievance. The names of each employee, on behalf of which the grievance is filed, shall be made available at the first hearing. Whenever a time limit 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 9.4. Written Grievance. All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the parties.

A. Grieved employee's name and signature.
B. Grieved employee's classification.
C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
D. Date grievance was filed in writing.
E. Date and time grievance occurred.
F. The location where the grievance occurred.
G. A description of the incident giving rise to the grievance.
H. Specific sections of the Agreement violated.
I. Desired remedy to resolve the grievance.

NOTE: A grievance involving lost pay for discipline shall be initiated at Step 3 of the grievance procedure. Oral and written reprimands may be grieved through Step 3 of the grievance procedure; however they are not subject to arbitration.

Section 9.5. Procedures. All grievances are to be settled in accordance with the grievance procedure set forth below:

A. Step 1: An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor (Sergeant/Lieutenant/Captain). Such attempt at informal resolution shall be made by the employee with or without Association representative, within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or within fourteen (14) calendar days of when the events or circumstances should have become known to the employee. At this Step, there is no requirement that the grievance be submitted in writing. If the employee is not satisfied with the oral response from his immediate supervisor, which shall be given within fourteen (14) calendar days of the submission of the grievance at this step, he may pursue the steps which follow. Before a grievance and proposed solution are placed in writing such grievance shall be screened by the Grievance Chairperson, or appropriate alternate, if the employee intends to use Association representation in the procedure.

B. Step 2: If the grievance is not resolved at Step 1, the employee, with the appropriate Association representative, if applicable, shall reduce the grievance to writing and shall refer the grievance to the Captain/Major or his designee within fourteen (14) calendar days following the event or circumstances giving rise to the grievance having occurred, or within fourteen (14) calendar days of when the events or circumstances should have become known to the employee. The Captain/Major shall have fourteen (14) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative, if applicable. The Captain/Major shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the meeting date.

C. Step 3: Should the employee not be satisfied with the answer at Step 2, within fourteen (14) calendar days thereafter, he may appeal the grievance to Step 3 by delivering a copy of the grievance form and any pertinent documents to the office of the Sheriff, or his designee. The Sheriff or his representative shall date the form, accurately showing the date his office received the form.

Within fourteen (14) calendar days of his receipt of the grievance form, the Sheriff, or his designated representative for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the employee. The employee may bring the appropriate grievance representative to the meeting. In the meeting called for at this Step, the Sheriff, or his representative designated for this purpose, shall hear a full explanation of the grievance and the material facts relating thereof.

Within fourteen (14) calendar days of the meeting in this Step, the Employer shall submit to the Association and the employee the written response to the grievance.

D. Step 4: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration. The Association must make written notification to the Employer of the intent to arbitrate within twenty-one (21) calendar days after the Step 3 answer was received. The parties shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall select an arbitrator by alternately striking names from the list until one name remains. The parties shall alternate making the first strike. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Association requesting that he set a time and date, subject to the availability of the Employer and Association Representatives. All arbitration hearings shall be held in Xenia, Ohio (unless the parties mutually agree otherwise). The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator will decide the question of arbitrability before consideration of the merits. The arbitrator shall have no right to amend or recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any Board of Greene County Commission Resolution, except as such are invalidated or superseded by this Agreement. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement and the facts of the grievance presented. The arbitrator's decision and award shall be final and binding upon both parties. The fee and expenses of the arbitrator shall be shared equally by the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 9.6. Consolidation of Grievances. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon the express mutual agreement of the parties.

Section 9.7. Probationary Employees. This grievance procedure is not available to any employee for any disciplinary action while serving his initial probationary period.

Section 9.8. Time Limits. The parties may by mutual written agreement waive any steps or any of the time limits of this Article. If a written grievance is not presented within the time limits set forth in Step 2 above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit (or any agreed extension thereof) it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance within the specified time limits, the grievance may be advanced to the next step. Not withstanding the above, time limits shall be waived during the entire hospitalization of the aggrieved bargaining unit member. The parties may by written notice delivered to the other party prior to the expiration of an expressed time limit receive a three (3) calendar day extension to answer or appeal any Step of the Grievance Procedure.

Section 9.9. Witnesses. At each step prior to Step 4, both the employee and the Employer shall have the right to present witnesses as are necessary for the explanation and investigation of the grievance. The employee shall give twenty-four (24) hours advance notice to the Employer of the name(s) of any witness(es) requested before the applicable Step of the Grievance Procedure. The Employer reserves the right to compensate any employee witness(es) attending a grievance meeting on behalf of the aggrieved employee. The aggrieved employee shall not suffer a loss of pay while attending the necessary steps of this procedure.

Section 9.10. Pre-arbitration Process. Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

ARTICLE 10
INTERNAL REVIEW AND CORRECTIVE ACTION

Section 10.1. Investigation Procedure.

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

B. Preliminary Investigation: Preliminary investigation meetings may be taped or electronically recorded by either party after notification has been made to the other participants and, a copy provided to the other party upon request. Live transmissions of the meeting shall be prohibited.

C. Complaints/Investigations: When any anonymous complaint is made against an employee, the Sheriff or his designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken.

D. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. If an employee desires, he shall be given a reasonable opportunity to consult with an Association Representative before being required to answer questions. During all questioning the employee may, upon request, be accompanied by an available Association Representative.

E. Use of Polygraphs: The Employer will not use a polygraph machine or other mechanical or chemical means to determine the truth of statements made by employees without the consent of the employee.

F. Conclusion of Investigation: Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations shall be completed as expeditiously as circumstances permit.

G. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 10.2. Formal Internal Review.

A. Affected employees will be notified in writing of an internal affairs investigation within 72 hours of the start of an investigation, unless such notification will jeopardize the investigation. The notification shall be from the Chief Deputy, or his designee, outlining the allegations made against the employee. To achieve a speedy resolution to internal affairs issues, an internal affairs investigation will generally be completed within 30 days. If additional time is required for investigation, a letter must be completed and submitted to the Chief Deputy detailing the reason for the request for extension. A copy of such letter shall be provided to the affected employee, unless such notice shall jeopardize the investigation.

B. The employee will be advised if he/she is the focus of the investigation and whether the potential charges, either criminal or administrative, are pending. The employee will be given a copy of the complaint. Upon request of the employee, he/she shall be given reasonable time to acquire representation.

1. When an employee is to be interviewed as a witness in an investigation of any other employee, he/she shall be advised of the circumstances pertaining to the complaint in question.

C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to his shift, preferably during, or immediately prior to or after his working hours, unless the situation dictates otherwise. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities. All such questions of an employee may be recorded by either party including comments before and after questioning. If either party desires to record any meeting, they must notify the other party prior to recording. Any employee

subject to questioning, interrogation or interviewing that takes place after an employee's work hours will be paid time and one half for all time spent in such interviews and interrogations or questioning.

Section 10.3. Corrective Action.

A. No employee shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

B. The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression may include an oral reprimand (which may be recorded in writing), written reprimand and a suspension prior to dismissal. It is agreed and understood that in some instances, certain acts or actions warrant more severe disciplinary action, including removal.

C. Formal disciplinary hearings may be tape recorded by either party after notifying the other party that they will be tape recording the hearing. A copy of any such recording shall, at the request of the other party, be provided to the other party within three (3) days following the close of the hearing. If a transcript of the tape is made, the other party will be provided a copy of such transcript within three (3) days of completion.

D. In lieu of suspension without pay of ten (10) days or less, an employee may request to forfeit accrued vacation leave or compensatory time on an hour for hour basis. Should the parties agree to a forfeiture of such leave, it shall constitute corrective action of record. Such forfeiture shall be noted in the employee's personnel file and shall constitute the final resolution of the agency charges.

E. Records of oral reprimands shall cease to have force and effect or be considered in future discipline matters after twelve (12) months of active service has elapsed providing there are no intervening disciplinary actions during that time period. Records of written reprimands shall cease to have force and effect or be considered in future discipline matters after twenty-four (24) months of active service has elapsed, providing there are no intervening disciplinary actions taken during that time period. Any record of discipline of any other kind shall cease to have force and effect after thirty-six (36) months from the date of issuance providing there are no intervening disciplinary actions taken during that time period.

ARTICLE 11
PERSONNEL FILES

Section 11.1. Personnel File. There shall be only one (1) official personnel file maintained by the Employer:

A. Every employee shall be allowed to review his personnel file at any time during regular business hours upon written request. Such request shall be made to the Employer and review of the file shall be made in the presence of the Sheriff or his designated representative.

Personnel files shall not be made available for review by any person except as provided by law.

B. Any employee may obtain a copy of documents in his file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual cost.

C. If, upon examining his personnel file, an employee has reason to believe there are inaccuracies in documents contained therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the employee's contentions, he shall place a correcting document in the file. If the Sheriff disagrees with the employee's contention, he shall attach the employee's memorandum to the document in the file and note thereon his disagreement with the memorandum's contents.

D. No document which does not include as part of its normal distribution a copy to the employee, or which does not originate with the employee, shall be placed in the personnel file unless the employee is simultaneously forwarded a copy. An employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.

E. The employee shall receive a copy of the evaluation in its final form.

F. In any case in which a disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action.

Section 11.2. Public Records Request. In the event the Employer receives a request for the personnel file of a bargaining unit member/employee, the Employer shall notify the affected member/employee (or an Association representative if the member/employee is not available) of the request. The member/employee or the Association representative may review the personnel file prior to its release but must do so in a timely fashion. It is understood and agreed that the provisions of the public records law shall apply to this provision.

Section 11.3. Upon written request, the employer will seal disciplinary records identified in Article 10.3 (E) and mark as "not for future disciplinary action, promotional process or departmental transfers" and place envelope in the employer's personnel file.

ARTICLE 12
NO STRIKE - NO LOCKOUT

Section 12.1. No Strike. Inasmuch as this Agreement provides for the orderly resolution of grievances, including resolution by an impartial third party, the Employer and the Association recognize their mutual responsibility to provide for uninterrupted services to the citizens of Greene County. Therefore, the Association agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. The Employer agrees to notify the Association, by telephone, of any strike-related activity.

Section 12.2. No Lockout. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees represented by the Association, as a result of a labor dispute with the Association, provided the employees are not in violation of Section 12.1 of this Article.

ARTICLE 13
SENIORITY AND PROBATIONARY PERIOD

Section 13.1. Seniority Defined. Seniority is defined as an employee's continuous full-time service since their last date of hire with the Employer. Classification seniority shall mean the date of appointment to either of the four (4) SERB certified units. When more than one (1) employee is hired on the same date, the most senior employee will be determined by who has the highest last four (4) digits of their social security number. Employees hired on or after December 16, 2005, will have ties determined by who has the highest exam score.

Once each year, the Employer shall provide to the Association President, a seniority list showing the classification service and continuous service of each employee.

Section 13.2. Probationary Period. (A) Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall end after three hundred sixty-five (365) calendar days of continuous employment. In the case of layoff, and recall, there shall be no seniority among initial probationary employees. The Employer may terminate the employment of an employee at any time during that employee's initial probationary period, at the discretion of the Employer.

Section 13.3. Promotion or Assignment Probation.

A. An employee promoted or selected for a position will be given a one-hundred eighty (180) day probationary period, commencing after the Field Training Program has been completed when a Field Training Program is required. The effective date of the probationary period will be the date the Field Training Officer has signed confirming completion of the program. If the employee does not qualify for the job, as evidenced by his performance during his probationary period, he shall be returned to his former position.

B. All employees required to complete an FTO program must successfully complete such program as designed by the employer. If an employee fails the FTO program as documented by his/her FTO, the employee may be granted up to two (2) separate two (2) week extensions to improve his/her performance. If after the second extension period the employee still is unable to meet the requirements necessary to complete the FTO program, the employee will be returned to his/her previous position.

Section 13.4. Recalled Employees' Probation. Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at lay-off shall be required to repeat such probationary period.

ARTICLE 14
SPECIAL DEPUTIES

Section 14.1. The parties agree that the Employer may continue to utilize special deputies for special details, such as parades, fairs, special traffic control, scheduled educational events, and declared emergencies in which regular forces are not deemed adequate to fulfill the Employer's mission. Transportation of prisoners shall not be treated as a special detail.

ARTICLE 15
SAFETY

Section 15.1. Safety Policy. The Employer agrees to furnish and to maintain in safe condition all tools, facilities, vehicles, equipment, and supplies reasonably deemed necessary to safely carry out the duties of each agency position, but reserves the right to determine what those tools, facilities, vehicles, equipment, and supplies shall be. Employees are responsible for reporting to the Employer any unsafe conditions or practice and for properly using and caring for all such material furnished by the Employer.

Section 15.2. County Vehicles. Vehicles should be checked and tested for safe operating conditions at least once every six (6) months.

ARTICLE 16
WORK RULES

Section 16.1. Right to Promulgate. The Association, recognizes that the Employer has the right to promulgate reasonable work rules. Members of this bargaining unit will receive a copy of these aforementioned rules.

Section 16.2. Advance Notice of Changes. The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any changes in the work rules whenever possible. This written notice shall be by posting a notice on the bulletin board(s), or through general distribution.

Section 16.3. Fair Application of Rules. Work rules, policies, orders, and directives are to be interpreted and applied fairly to all employees.

Section 16.4. Rules in Conflict with Agreement Invalid. Should any work rules conflict with the specific provisions of this Agreement, such rules shall be invalid.

ARTICLE 17
PROMOTIONS

Section 17.1. Employer Declares Existence. The Employer will decide when a permanent vacancy exists. The bidding procedure as described herein shall only apply to bargaining unit permanent vacancies.

Section 17.2. Notice of Vacancies. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for ten (10) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees may be required to demonstrate that they possess the minimum qualifications for the vacancy. Employees on vacation leave during the (10) day posting period may have until three (3) days after the close of the posting to submit a bid or employees may submit a bid on behalf of other employees in their absence. The posting provision of this section shall apply to vacant Office Deputy positions the Employer intends to fill. Nothing herein precludes the employer from hiring an external candidate provided they meet the minimum qualifications for the position.

Section 17.3. Temporary Appointments. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred twenty (120) days. The Employer will appoint employees who meet the minimum qualifications to the temporary assignment, if possible, until a permanent selection is made. If the Employer is unable to do so, the Chief Deputy will explain why it cannot be done to the Union.

Section 17.4. Minimum Service Requirements. Employees in the Deputy Unit meeting the following minimum service requirements may apply to be evaluated for vacancies in the following classifications:

A. Detective: Five (5) years continuous service at the time of testing, including eighteen (18) months service as a Deputy Sheriff-Law Enforcement Division working in Road Patrol. For purposes of this assignment all time spent on Interagency Investigative Unit may be substituted for Road Patrol service.

B. Law Enforcement Sergeant: Five (5) years continuous service at the time of testing, including three (3) years service as a Deputy Sheriff-Road Patrol working in Law Enforcement Division; however up to twelve (12) months service as a Detective or member of Interagency Investigative Unit may be substituted for Road Patrol service.

C. Jail Sergeant: Three (3) years continuous service at the time of testing, including eighteen (18) months service as a Deputy Sheriff-Jail working jail duty.

Section 17.5. Testing Methods. The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article. Testing methods may include, but are not limited to written or oral examinations, assessment centers, structured interviews, employee / applicant's skills, knowledge and abilities.

Following a decision to fill a vacancy, the Employer shall post a notification of the promotional opportunity. Such posting shall include:

A. A description of the position for which the vacancy exists.

B. A schedule of dates, times and location of the elements of this process.

C. A description of the eligibility requirements.

D. A description of the process elements to be used in selecting personnel for the vacancy.

E. Instructions for qualified/eligible employees to submit an application.

F. A description of the type of study guide or reading list (if applicable) for the selected testing method and the date they will be available.

Candidates participating in a promotional process shall be ranked according to their total numerical scores received as a result of the entire promotional selection/examination process. This ranking shall constitute a list of candidates eligible for promotion to the position in question.

The selection of names from the eligibility list will be made in numerical progression beginning with the individual with the highest score.

For tests administered before the effective date of this labor agreement (2009), eligibility list shall be valid for one (1) year from the date of its original creation and may be extended for an additional period of one (1) year by order of the Sheriff. For tests administered after the effective date of this labor agreement (beginning 2010), the eligibility list shall be valid for two (2) years from the date of its creation.

If only one qualified employee applies for a promotional vacancy, that employee shall be temporarily appointed to the position to determine if the employee can perform the job duties of the position for a period not to exceed 120 days as set forth in section 17.3. In the event that the employee cannot perform the job duties of the position as set forth above, the employer may re-post for the promotional vacancy.

Appeals related to the written examination shall be subject to the guidelines established by the test provider. Appeals related to selection process may be submitted to the Sheriff in writing within seven (7) calendar days of the posted results.

For the purposes of vacancies in the position of Detective or Health Services Manager, the Employer shall post a special assignment and select from those qualified applicants who apply.

Section 17.6. Selection. (A) Selection for vacancies will be made by the Sheriff from among eligible bidders, subject to the bidder(s) being determined to be capable of performing the necessary duties of the classification. The Employer may solicit additional bids from non-employees in the event less than five (5) eligible employees submit bids for Sergeants or two (2) for any other classification; however, eligible non-employee bidders must have prior law enforcement service comparable to the requirements set forth in Section 17.4. An eligible non-employee bidder shall be

deemed to have a performance evaluation equal to the average evaluation of eligible employee bidders.

Section 17.7. Law Enforcement Division/Road Vacancies. When a position becomes available for Law Enforcement Division/Road, the Law Enforcement Division Major will select an employee and the Union will select two (2) employees to serve on a Review Panel to select the most qualified Deputy interested in the position (subject to the probationary period). The Review Panel will consider the three senior Deputies interested in the position for one vacancy. When an additional vacancy exists, the Review Panel will consider two (2) additional senior Deputies. The Review Panel will consider knowledge, skills, abilities, job performance and evaluations as well as any active disciplinary action in the employee's personnel file, and in accordance to Article 11.3, in making the determination of a transfer. At the conclusion of the review panel's assessment, if two or more candidates are considered equal, seniority shall prevail.

Section 17.8. Probationary Period.

A. An employee selected for a position will be given the necessary time and training to become accustomed to the job or to learn the normal operations of the position during a one-hundred eighty (180) day probationary period, beginning on the date following release from the FTO program. If the employee does not qualify for the job, as evidenced by his performance during his probationary period, he shall be returned to his former position.

B. An employee who fails to qualify for a promotion or transfer during the probationary period may not subsequently request a promotion or transfer to the former classification during the eighteen (18) month period following the reassignment.

   Furthermore, such an employee may not request a promotion or transfer reassignment to such position at any time thereafter unless that employee can demonstrate that he or she has taken steps that are reasonably likely to remedy the deficiencies that caused the failure to qualify.

C. A promoted or transferred employee who previously failed to qualify for a promotion or transfer shall be entitled to a probationary period of no less than thirty (30) days and no more than one hundred eighty (180) days, to determine whether the employee can qualify for permanent assignment to such classification.

D. Employees who are selected for special assignments must agree to serve in such position for at least two (2) years before they can request a transfer, unless this requirement is waived at the discretion of the Sheriff.

Section 17.9. Performance Evaluation. The Sheriff shall conduct a performance evaluation on no less than an annual basis, which shall be considered for selection purposes.

Section 17.10. New Hires. A person in a new hire probationary period is not eligible for promotion.

ARTICLE 18
SHIFT PREFERENCE

Section 18.1. Preference. Employees will be assigned to particular shifts on an annual basis by the Sheriff, or his designee, beginning the first pay period in February each year. Shift assignments shall not be changed during any such assignment period unless unexpected variations of staffing levels mandate that an assignment be changed in order to provide effective delivery of services to the community. The procedures listed shall be followed in order to benefit the employee and to further satisfy the operational needs of the Employer.

A. At least forty-five (45) days prior to the beginning of each shift assignment period, the Sheriff or his designee shall solicit the written preferences of each eligible employee as to shift assignment. Each eligible employee shall submit a written request for shift assignment within a period of time specified by the Employer. The Employer will post the shift assignments at least thirty (30) days in advance of the annual period.

B. Except for probationary employees, the Employer shall make shift assignments based on the written preference of the employee in order of seniority, consistent with job skill qualifications. The Employer shall assign shifts to employees during their probationary period. An employee who is displaced from his shift preference due to assignments made pursuant to this paragraph shall be temporarily reassigned to his next lower preference. The Employer shall make shift assignments based on the written preference of the employee in order of seniority, in the following manner:

   Employees Assigned to the Jail: Bids will be for hours by seniority.

   Nurses/Medical Staff: Bids for hours and building assignment based on seniority. However, this shall not limit management rights to temporarily reassign staff between facilities as needed for daily operations.

   Employees Assigned to Patrol: Bids will be for shift assignments by seniority.

C. The Employer shall determine the ratio of Deputies and Corrections Officers on each shift.

Section 18.2. Eligibility. Employees who are assigned to duties which are regularly carried out on a twenty-four (24) hour a day basis shall be eligible to participate in the shift preference process set forth herein. All such schedules with shift assignments will be posted prior to their effective date. All other employees shall have their hours of work assigned by the Employer, in accordance with the other provisions of this Agreement.

Section 18.3. Necessary Changes. The exercise of shift preference shall not limit the Employer from making temporary shift reassignments in order to carry out the mission of the Employer. However, with the exception of reassignments for the purpose of training, such transfers will not be made for periods of less than one (1) work week nor will shift changes be made with less than two (2) days notice. To the extent possible, shift assignment changes will be by personal notification.

Notwithstanding the provisions of this section, the Employer may make jail shift assignments as necessary to comply with the Minimum Jail Standards issued by the State of Ohio concerning the reception, custody and release of prisoners.

ARTICLE 19
MINIMUM STAFFING

Section 19.1. Each shift in the jail and each shift on road duty shall be staffed with at least one (1) supervisor and four (4) deputies. For the purpose of this Article, a Deputy assigned to the Jail and a Correction Officer, shall be considered the same classification. The Employer will make every effort to maintain the minimum staffing level. However, it is expected that occasional lapses may occur throughout the next three (3) years that shall be reasonably construed by the Union. Should the absence of an Employee in the jail or on the road be the cause of mandated overtime, the mandated Employee shall be from the rank and division that caused the overtime.

ARTICLE 20
HOURS OF WORK AND OVERTIME
(Relating to 8 – 10 – 12 hour shifts only)

Section 20.1. Hours of Work. Hours of work for full-time employees shall be eighty (80) hours in a fourteen (14) day period.

Section 20.2. Standard Week. Employees assigned to a standard week work period shall have a work week consisting of five (5) consecutive eight (8) hour days, Monday through Friday, followed by two (2) days off.

Section 20.3. Non-Standard Week.

A. Law Enforcement/Road Division Supervisors

1. (Ten (10) and Eight (8) Hour Schedule): Employees assigned to a non-standard 8 or 10-hour shift will work a rotating schedule of eight days in an 80 hour biweekly pay period.

2. (Twelve (12) Hour Schedule). Employees assigned to a non-standard 12-hour shift will work a rotating schedule of six (6), 12-hour days and one (1), 8-hour day (referred to as a Kelly Day) in an 80 hour biweekly pay period. If any shift is over minimum staffing, the supervisor will request volunteers to work their 8-hour Kelly Day. If no one volunteers, the least senior employee who has not already worked their Kelly Day in that pay period shall be mandated to work a Kelly Day and be dismissed for the last four (4) hours of their regularly scheduled shift. In the best interest of the employer and employee, overtime will not be offered or required of an employee if the overtime assignment will result in the employee working more than a sixteen (16) hour shift.

B. (Twelve (12) Hour Schedule: Deputies/Corrections/Supervisors). Employee assigned to a non-standard 12-hour shift will work a rotating schedule of six (6), 12-hour days and one (1), 8-hour day (referred to as a Kelly Day) in an 80 hour biweekly pay period. If any shift is over minimum staffing, the supervisor will request volunteers to work their 8-hour Kelly Day. If no one volunteers, the least senior employee who has not already worked their Kelly Day in that pay period shall be mandated to work a Kelly Day and be dismissed for the last four (4) hours of their regularly scheduled shift. In the best interest of the employer and employee, overtime will not be offered or required of an employee if the overtime assignment will result in the employee working more than a sixteen (16) hour shift.

When staffing allows, the supervisor may assign an employee to the other facility to meet the facility's staffing needs. The facility that has the need for staff will be responsible for calling the other facility to check on staffing availability. The Employer may rotate staff between the two facilities as needed.

Pagers for the on-duty platoons will be issued at each facility. Employees may volunteer to carry the pager and, if need be, we will assign the pagers to the employee with the lowest hours of overtime for the purpose of mandating the employee to return to duty early on their next regular scheduled shift.

Section 20.4. Pay Periods. The pay period is defined as the biweekly period as defined by the County Auditor, beginning Saturday at 12:01 A.M. and ending on the second Friday at 12:00 midnight.

Section 20.5. Overtime. Employees shall be compensated at a rate of one and one-half (1-1/2) times their hourly rate for all hours worked in excess of eighty (80) in the biweekly pay period, except as specified in other Articles and Sections of this Agreement.

Section 20.6. Pyramiding Prohibited. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement. Unauthorized leave, periods of suspension, absence without leave and other unpaid leaves shall be deducted from the hours worked during the biweekly pay period in which such absences occur, and are not to be considered in paying overtime, and will not allow an employee to receive overtime until he or she shall have actually worked and/or received vacation, compensatory, holiday, personal or wellness time totaling eighty (80) hours in the biweekly period; however, holiday pay received shall not be considered in paying overtime for employees assigned to non-standard week schedule.

Section 20.7. Trading of Hours. The Employer will allow, at its discretion, trading of work hours. In such cases, the employees shall notify the Employer in writing of the trade agreement reached. Trading of work hours will be for a minimum of four (4) hours and will not entitle any employee to overtime and must occur in the same pay period.

Section 20.8. Compensatory Time. (a) An employee may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the employee and accumulated at the rate of one

and one-half (1-1/2) hours for each overtime hour worked. Each employee's compensatory time bank shall be limited in accumulation to a maximum of ninety-six (96) hours. In a calendar year employees may only accumulate compensatory time in an amount equal to the difference between their balance on January 1 and the ninety-six (96) hours. Overtime beyond the ninety-six (96) hours will be paid.

(b) Compensatory time may be taken by an employee upon approval of their supervisor, provided that the employee's absence does not create a hardship on the operations of the Employer. Compensatory time can be taken in minimum increments of one (1) hour.

(c) An employee may elect to covert compensatory time to compensation in the following fashion: During each October, an employee may submit a written request to convert a maximum of forty-eight (48) hours of compensatory time (less any time off then scheduled and approved). Payment shall be made in the first paycheck distributed in the following December.

Section 20.9. Overtime Assignments. (a) Voluntary Overtime. When the Employer has more than twenty-four (24) hours' notice that an overtime assignment is needed, a notice to that effect shall be posted as promptly as possible and available for signing until twenty-four hours prior to the overtime need. Qualified employees may sign up for such overtime by either half-shifts, full-shifts, or in the case of both Jail Facilities, 1/3 of a shift, 2/3 of a shift, or a whole shift. Overtime will be awarded in the following manner:

1) Employees who sign up for a full shift will have preference over 1/2, 1/3, or 2/3 shift requests. If no employee signs up for a full shift, part shifts will be awarded.

2) In the case where there is more than one (1) person volunteering for the full shift of overtime, the overtime will be awarded to the employee with the least number of overtime hours worked.

3) If no employee signs up for a full shift, partial shift requests will be awarded. The overtime will be awarded to the employee with the least number of overtime hours worked.

4) In the case of a 12 hour shift, employees signing up for the 12 hours or two thirds of the shift will have preference over those signing up for one third. If a 12 hour need for overtime is later dissected by available staffing or volunteers being awarded a portion of the twelve hours, the remaining hours will be awarded to the employee with the least number of overtime hours with no preference to majority hours requested.

5) All overtime will be awarded in accordance to Article 19.1 (minimum staffing) with the following exceptions: For purposes of volunteering for overtime, a supervisor shall have preference over a deputy/corrections officer when there is no supervisor on duty. This applies even if the overtime was technically created by a deputy/corrections officer. In instances where overtime is not voluntarily filled, a supervisor will be mandated when there is no supervisor on duty unless the overtime is due to a supervisor being off for a period of more than two weeks due to being on extended leave. In this case, a deputy/corrections

officer may be mandated to fill the overtime even if there is no supervisor on duty. This shall prevent a supervisor from being mandated everyday they are scheduled to work for an extended period of time.

6) Employees who sign up will be responsible for determining whether they were awarded the overtime.

Section 20.10. Employee's Responsibilities. The employee is responsible for maintaining a current and correct address and telephone number with the Employer.

Section 20.11. Omission of Overtime. An employee who erroneously was not offered overtime shall be given preference to the next available overtime opportunity comparable to the missed overtime.

Section 20.12. Overtime Calculations. All hours of work and overtime will be calculated by rounding to the nearest tenth of an hour.

Section 20.13. Time Change. In shifts affected by changes to/from Daylight Savings Time where the work day is shortened as a result of the change, employees whose shift is shortened by one hour shall be given the opportunity to utilize an hour of accumulated leave or an hour of Kelly time for those working a 12 hour schedule, to make up the difference. Where the work day is lengthened due to the time change, the employee shall be compensated with one hour of overtime.

Section 20.14. Leave Cancellation. No leaves will be subject to cancellation (Compensatory Time, Vacation, Holiday, Personal or Wellness) except in emergency situations as determined by the Sheriff or his designee, e.g., need for manpower because of weather or unforeseen circumstances.

ARTICLE 21
SHIFT DIFFERENTIAL

Section 21.1. Shift differential shall be paid at the rate of $.35 per hour to employees on the later shift of the day, or after 2:00 P.M. and prior to 6:00 A.M. for eight and ten hour shifts.

Section 21.2. (Ten (10) hour schedule). Employees assigned to a non-standard 10 hour shift will work a rotating schedule of eight (8) days in an eighty (80) hour biweekly pay period. Shift differential shall be paid at the rate of $.35 per hour for all assigned shifts beginning at or after 2:00 P.M. and prior to 6:00 A.M.

Section 21.3. (Twelve (12) hour schedule). Shift differential will be paid to employees on the later shift of the day, or the 4:00 P.M. through 4:00 A.M. schedule at the County Jail and 8:00 P.M. through 8:00 A.M. at the ADC. The parties understand shift differential will be paid to employees regularly scheduled to begin the shift or after 2:00 P.M. or later, and not to those employees regularly scheduled to begin their shift at or after 4:00 A.M. Those deputies assigned to Beavercreek Twp. shift differential will be paid to employees on the later shift of the day or 6:00 P.M. through 6:00 A.M. Shift differential will be paid at the rate of $.35 per hour.

Section 21.4. (Ten (10) and Eight (8) hour schedule). Employees assigned to a non-standard 8/10 hour shift will work a rotating schedule of eight (8) hour and ten (10) hour days in a eighty (80) hour biweekly pay period. Shift differential shall be paid at the rate of $.35 per hour for all assigned shifts beginning at or after 2:00 P.M. and prior to 6:00 A.M.

Section 21.5. Shift differential will not be used to calculate the hourly rate of pay for paid time off.

ARTICLE 22
TEMPORARY TRANSFER COMPENSATION

Section 22.1. Employees assigned by the Employer to work and substantially perform the job duties in a higher classification on a temporary basis for a minimum of four (4) working hours or more shall be paid at the minimum entry rate of the higher classification or shall receive a five percent (5%) wage supplement, whichever is greater.

ARTICLE 23
CALL IN PAY

Section 23.1. Call In Time. Call in time is defined as time for work assigned by the Employer, or his designee, and performed by an employee at a time disconnected from his normal and prescheduled hours of work. Call in time is not extra time at the beginning or end of the normal or prescheduled hours of work.

Section 23.2. Call In Pay. An employee who is called in will be credited with a minimum of two hours of work. An employee who is called in and works more than two hours will be paid for actual hours worked.

Section 23.3. Hours of Work. The employee will be expected to perform two hours of work if requested to do so by the Employer. The employee may, at his option, work less than two hours if his services are no longer needed and, in that case, will be compensated for hours actually worked at a rate of one and one half times the actual hours worked.

ARTICLE 24
VACATION

Section 24.1. Entitlement. Full-time employees are entitled to vacation leave with pay after one year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

1. Less than one year of service completed - No Vacation

2. One year of service but less than eight years service completed - 80 hours.

3. Eight years of service but less than fifteen years service completed - 120 hours.

4. Fifteen years of service but less than twenty-five years service completed - 160 hours.

5. Twenty-five years or more service completed - 200 hours.

Section 24.2. Accrual. Vacation leave is accrued each biweekly pay period while on active paid status at the following rates:

1. For those entitled to 80 hours annual vacation - 3.1 hours per pay period.

2. For those entitled to 120 hours annual vacation - 4.6 hours per pay period.

3. For those entitled to 160 hours annual vacation - 6.2 hours per pay period.

4. For those entitled to 200 hours annual vacation - 7.7 hours per pay period.

Section 24.3. Eligibility. Upon an employee's employment anniversary date, that employee shall become eligible to take such vacation leave as the employee has previously accrued pursuant to Section 24.2 of this Article.

Section 24.4.

A. First Year Exclusion. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one year of employment with the Employer.

B. Scheduling. (i) Vacations will be scheduled in accordance with the work requirements of the Employer.

(ii) Annual vacation leave requests may be submitted prior to February 01 of each year. Requested vacations will be scheduled by seniority, subject to sub-paragraph (B)(i). If subsequent shift changes create conflicts, the pre-scheduled vacation of senior, qualified employees shall be honored to the extent permitted by sub-paragraph (B)(i). Annual leave can only be scheduled in whole shift increments. Request for three (3) consecutive work days or more of annual leave shall take precedence over smaller increments, regardless of seniority.

(iii) Casual vacation leave requests submitted at least twenty four (24) hours in advance shall be granted subject to work requirements, but shall not take precedence over pre-scheduled vacations.

(iv) Employees subject to the non-standard workweek schedule set forth in Article 20, Hours of Work and Overtime, who wish to schedule vacation in increments of forty (40) hours shall be given the option of scheduling an

additional eight (8) hours of unpaid vacation leave in conjunction with each such forty (40) hour increments.

C. Accumulation. Vacation leave ordinarily shall be taken during the twelve month period following the date upon which the employee became eligible for vacation leave; however, the Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This additional accumulation of vacation time must be approved in advance and must be in response to special circumstances. Employees may not accumulate vacation leave in excess of the accrual for three years. Such excess leave shall be eliminated from the employee's leave balance.

D. Prior Service Credit. Employees hired after January 18, 1986 will not be entitled to vacation service credit earned in other State or local government agencies in Ohio during previous periods of employment.

E. Payment on Separation. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to three years. In case of death of an employee, such unused vacation leave shall be paid to the employee's legal survivor or his estate.

F. Minimum Allowable. Vacation must be taken in not less than one (1) hour increment.

ARTICLE 25
HOLIDAYS

Section 25.1.

A. Recognized Holidays: The following days are recognized as paid holidays by the Greene County Sheriff's Office and will be governed by the procedures set forth in this article:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Lincoln-Washington Birthdays	3rd Monday in February
Memorial Day	4th Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Day	December 25th

B. Standard Work Week Employees: In the event that any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as a holiday. In the

event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as a holiday.

C. Non-Standard Work Week Employees: The aforementioned holidays shall be observed on the date of the holiday.

D. Should a holiday occur during an employee's regularly scheduled vacation, no vacation shall be deducted for the eight (8) holiday hours.

Section 25.2. Rates of Pay: An employee who does not work on a recognized holiday shall receive eight (8) hours straight-time pay at his regular rate for holidays observed on his day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday shall receive eight (8) hours of holiday pay in addition to time and one half (1-1/2) their regular rate of pay for all hours worked on the holiday. Employees have the option of receiving (8) hours compensatory time or (8) hours of holiday pay.

Section 25.3. An employee whose shift begins on the day before a holiday and whose shift continues on a holiday for which premium pay is granted, shall not receive premium pay for hours worked on the holiday.

Section 25.4. Part-Time Employees: Part-time employee's holiday pay will be pro-rated based on the employee's regularly scheduled work hours.

Section 25.5. Personal Leave Day: Upon completion of the initial probationary period, a full-time employee will be eligible for one (1) day of personal leave. Personal leave will be scheduled in accordance with the work load requirements of the Employer, subject to Article 24.4(B). An employee's personal leave day can only be scheduled in four (4) hour increments. A day will be defined as the number of hours the employee is normally scheduled to work (i.e., 8, 10, or 12 hours).

ARTICLE 26
UNIFORMS

Section 26.1. Equipment Provided. The Employer will purchase uniforms, consisting of shirts, pants, jackets, hats, badges, collar brass, buttons, nameplates, service stars and/or bars and other uniform items approved by the Employer. Uniforms will be furnished to those employees assigned to such duty by management. The Employer will purchase bullet-proof vests and riot helmets for all uniformed personnel.

Section 26.2. Replacement for Damaged/Worn Items. Uniforms will be replaced upon reasonable request to management through the property room.

Section 26.3. Cleaning and Maintenance. The Employer will be responsible for the cleaning and maintenance of uniforms. This section shall equally apply to Detectives for their work attire.

Section 26.4. Identification Cards. Identification cards with photograph will be provided to all employees. Replacement of lost identification cards will be at the employee's expense. These cards will be returned to the Employer at the time the employee leaves county service, permanently or for any substantial period of time.

Section 26.5. Termination of Employment. Employees must return all employer owned property issued and/or in the possession of the Employee, including uniforms, badges, patches and insignias when they terminate their employment. An employee will not receive their final paycheck until such time as all equipment has been returned. For purposes of this section, uniforms are considered any item of property issued to an employee for official use by the Employer.

Section 26.6. Non-Uniform Clothing. (a) The Employer will replace, repair or reimburse the value of the non-uniform clothing which is damaged in the course of duty.

(b) The Employer may require non-uniformed employees to wear clothing reasonably appropriate to their assignments.

Section 26.7. Shoes. The Employer will select a style of winter boot and shoes for official use. Each uniformed employee will be provided, at no cost, one pair of winter boots and one pair of shoes, except detectives who will receive one pair of dress shoes which will be required to be worn during all working hours. Employees may replace either one (1) pair of shoes or winter boots (employee choice) each calendar year.

Section 26.8. Clothing Allowance. Detectives employed as of August 1st each year shall receive a clothing allowance of $500.00 with an increase to $550.00 beginning August of 2014 and an increase to $600.00 beginning August of 2015.

ARTICLE 27
INSURANCE

Section 27.1. Life Insurance. The Employer will provide $25,000.00 life insurance with Accidental Death and Dismemberment coverage for each full-time employee at no cost to the employee.

Section 27.2. Medical and Hospitalization Insurance. All full-time employees shall be entitled to participate in the County's Group Hospitalization (Health) Insurance Program. An eligible employee may waive his rights to participate in either the single or family coverage. If an employee waives this benefit, such employee may not revoke his waiver until the next open enrollment period, except as provided for in the County's policy. If the County's Group program offers a health maintenance organization, eligible employees shall have the option of joining the County's health maintenance organization in lieu of the Group Hospitalization Insurance Program.

In the event the County creates a health insurance committee for participation by other employee groups in the County, the Union will be invited to have a delegate attend and participate in the health insurance committee.

Section 27.3. Payment of Premiums of County's Group Health Insurance Program. The County shall pay 80% of the cost of the monthly premium. The participating bargaining unit employees shall pay 20% of the cost of the monthly premium.

Section 27.4. Payment of Premiums of County's Group Dental Insurance Plan. The County shall pay 39% of the cost of the monthly premium. The participating bargaining unit employees shall pay 61% of the cost of the monthly premium.

ARTICLE 28
SICK LEAVE

Section 28.1. Eligibility.

A. For each hour in active pay status, up to a maximum of eighty (80) hours per pay period, excluding overtime hours, full time and regularly scheduled part time employees shall earn .0575 hours of sick leave.

B. For purposes of ten (10) and twelve (12) hour schedules, a day of absence due to illness is ten (10) or twelve (12) hours or use of Kelly time, if applicable.

Section 28.2. Sick Leave Use. An employee may request sick leave by following the procedure outlined in Section 28.4 of this Article. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee;

B. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;

C. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;

D. Medical, dental, mental or optical examination or treatment of employee or a member of his or her immediate family;

E. Pregnancy, childbirth and/or related medical conditions (leave by a father for childbirth shall be limited to five (5) days unless there are unusual medical circumstances);

F. Death of a member of the immediate family as defined in Section 28.7. Such usage shall be limited to a reasonably necessary period of time, not to exceed five (5) days. Sick leave used for death in the immediate family will not affect any attendance incentive benefit;

G. Leave that meets the criteria of the Family and Medical Leave Act. Accrued sick leave time must be utilized and shall count toward the 12-week FMLA leave. Many of the reasons for use of sick leave also qualify as FMLA leave. The period for determining whether the 12-

week entitlement has been exhausted is defined by the Employer as a uniform rolling 12-month period measured backward from the first date of the approved FMLA leave; and

H. Donation of leave to a co-worker pursuant to Section 28.11 of this Article.

Employees should make every effort to preserve their sick time benefits and schedule regular medical or dental appointments during time off. If they are scheduled during work hours, the approval of the immediate supervisor is necessary. Whenever possible, make appointments near the end of the work day to minimize sick time use. Any occurrence of illness, injury, or medical disability of three (3) days or more shall require a doctor's release to return to work stating the reason for the absence.

Section 28.3. Notification. An employee who is unable to report for work must notify, by telephone or other means of communication the immediate supervisor or other designated person in accordance with the Employer's policy as soon as possible.

Section 28.4. Payment. Upon return to work, prior to starting work, the employee shall formally request sick leave by completing his/her portion of the employer's request for leave form and submit it to the supervisor. If the request for leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

Section 28.5. Misuse of Sick Leave. Any employee failing to comply with the Article on sick leave shall not be entitled to pay. Application for sick leave with the intent to defraud shall result in disciplinary action. Altering a physician's statement shall be grounds for immediate dismissal.

Section 28.6. Payment of Sick Leave Only Upon Death or Retirement. Upon death or retirement, after ten (10) years of service, employees may elect to be paid for accrued and unused sick leave. This payment shall be at the employee's rate of pay at the time of retirement. Accepting the cash payment eliminates all remaining sick leave balance up to that time. The rates of payment are set forth in A through D below:

A. Ten or more years of service: 25% up to a maximum of 1/4 of 120 days, or a maximum of thirty (30) days.

B. Twenty or more years of service: 33% up to a maximum of 1/3 of 120 days, or a maximum of forty (40) days.

C. Twenty Five or more years of service: 40% up to a maximum of 2/5 of 120 days, or a maximum of forty-eight (48) days.

D. Thirty or more years of service: 55% of 120 days, or a maximum of sixty-six (66) days.

Section 28.7. Definition of Immediate Family. Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent.

Section 28.8. Prior Sick Leave Credit. Employees hired after January 18, 1986 will not be entitled to the sick leave prior service balance earned in other State or local government agencies in Ohio during previous periods of employment.

Section 28.9. Perfect Attendance Incentive Pay/Wellness Leave.

A. Full-time employees who use no sick leave nor have any unpaid absence during the periods of December 1 through March 31, April 1 through July 31, or August 1 through November 30 will be entitled to one (1) day of perfect attendance incentive for each such period. Part-time employees will be entitled to such incentive on a pro-rata basis.

B. An employee eligible for incentive for any period may opt at the end of that period for one (1) day of wellness leave or for one (1) day of pay to be payable in a lump sum payable on or prior to December 20. Lump sum payments will not be deducted from sick leave balances.

Section 28.10. Wellness Leave.

A. Employees shall schedule the wellness leave with their immediate supervisor as far in advance as is possible. Employees will be required to notify their immediate supervisor within the time limits established by the Sheriff. In no event, however, may wellness leave be taken with less than twenty-four (24) hours notice.

B. There shall be no provision to allow conversion of the wellness leave to cash.

C. The supervisor shall be solely responsible for approval of Wellness leave.

D. Wellness leave may be taken in no less than four (4) hour increments, or the equivalent of one-half work day.

E. Earned Wellness leave must be used by December 31 of the following year. Earned Wellness leave will be forfeited if not used by December 31 of the following year.

Section 28.11. Catastrophic Sick Leave Donations. These donations are to assist those full-time, regular, non-probationary, employees who are placed on an unpaid medical-related leave of absence due to a non-occupational catastrophic illness or injury, or who have a terminally ill or injured spouse or child, after exhausting all other available paid leave. This program does not supersede nor replace other disability or retirement programs. This program is administered county wide by the Personnel Department.

Section 28.12. Definition of "catastrophic illness or injury." For purposes of this Policy, the term "catastrophic illness or injury" shall include only those non-occupational illnesses or critical injuries of the Employee, or his/her terminally ill or injured spouse or dependent where the unpaid medical leave of absence will continue at least thirty (30) calendar days.

Section 28.13. Application for donation. Applications for catastrophic illness or injury sick leave donation must be submitted to the Employer in writing. Applications will include, but not be limited to, the following information:

A. The nature of the claimed catastrophic illness or injury;

B. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;

C. Projected date of return to duty;

D. The Employer will provide the applicant's sick leave usage record; the Employee may provide an explanation of previous leave usage; and

E. Any other pertinent information the applicant wishes to submit to the Sheriff for his consideration.

Section 28.14. Approval. Requests for catastrophic sick leave donations will be subject to approval by the Sheriff whose decision will be final and not subject to grievance or arbitration procedures.

Section 28.15. Posted notice. When the Employer approves a request for donated sick leave, a notice will be posted informing Employees of a particular Employee's need for assistance.

Section 28.16. Donor eligibility. Any donations made pursuant to this provision must be VOLUNTARY. Employees will be eligible to donate a minimum of one work day and a maximum of eighty (80) hours of sick leave annually if:

A. The Employee is actively at work and will maintain a sick leave balance of eighty (80) hours after the donation of any sick leave; and

B. The Employee has completed and submitted a Sick Leave Donation Form to the immediate supervisor.

Section 28.17. Use of donated sick leave.

A. A recipient may use donated sick leave only after having exhausted his or her own accrued paid leave.

B. Donated sick leave will be used in place of the Employee's regularly scheduled hours of work to the extent necessary.

C. No sick leave, vacation leave or other applicable benefits shall accrue to the Employee for any hours paid through donated sick leave.

D. Donated sick leave pay shall not affect the effective date of the qualifying event for purposes of offering continuation of the County's health insurance program.

E. Attendance and payroll records shall denote a "DSL" for time paid through donated sick leave.

Section 28.18. Unused donated sick leave. If a recipient does not use all donated sick leave during the leave of absence, the unused donations will be returned to all donors on a pro-rata basis.

ARTICLE 29
LEAVES OF ABSENCE

Section 29.1. Disability Leave/Medical-Related Leave of Absence:

A. Employees who are/or become physically or mentally incapacitated for the performance of the duties of their position may be granted a disability leave or medical-related personal leave of absence without pay, provided the disability continues in excess of accumulated sick leave and provided the established procedures are followed.

B. In cases where the employer has reason to believe that the period of disability will not exceed six (6) months, the employee will be given a disability and/or medical-related personal leave of absence without pay. The Employer may require a medical examination conducted by a licensed physician. If the disability extends beyond the six month period, the employee will be given a disability separation. The employee who is given a disability separation has reinstatement rights for one (1) year from date of separation. If the employee recovers and wishes to return to work from the leave within one year, he will be reinstated within thirty days after making written application if suitable work is available, and after establishing they are qualified for return and have current basic OPOTA certifications. The Employer may also require a medical examination to be conducted by a County-designated licensed physician before authorizing a return to work.

Section 29.2. Personal Leave of Absence Without Pay: Employees may be authorized, with Employer approval, to take an unpaid leave of absence for personal (non-medical) reasons, including child care reasons, without loss of employment rights, and is limited to a maximum duration of six (6) months.

Section 29.3. Military Leaves. The Employer shall comply with applicable State and Federal Law concerning military leave.

Section 29.4. Education Leave of Absence/Governmental-Sponsored Program Leave of Absence. Leave of absence may be granted for a maximum period of two (2) years for purpose of education or training which, in the Employer's opinion, would be a benefit to the Employer. Renewal or extension beyond the two-year period shall not be allowed.

Section 29.5. Court Leaves:

A. With Pay. The Employer shall grant a minimum of three (3) hours court leave with pay to an employee when:

1. Summoned for jury duty by a court of competent jurisdiction;

2. Subpoenaed or directed by the Employer to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where an employee is not a party to the action: or

3. The Employee is required to attend a court appearance on their regular scheduled day off.

4. An employee shall not receive such minimum pay for work or duties that are contiguous to the employee's work schedule, but instead, shall be compensated at the overtime rate for all hours worked. Contiguous mean up to two hours before or two hours after the employee's regularly scheduled work day. Employees are required to confirm their required appearance in court prior to the court date and/or as listed on the subpoena.

Compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during their normal working hours, shall be remitted to the payroll officer for transmittal to the Greene County Treasurer.

B. Without Pay. A leave of absence without pay may be granted to an employee when appearing before a court or other legally constituted body in a matter in which an employee is a party. Such instances include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

Section 29.6. Assault Leave.

A. Any employee who is disabled as a result of a physical act by a third party incurred in the active discharge of duty (which injury is not the result of "horseplay" or negligence by the employee or while commuting to/from work) suffered in the discharge or performance of his duty shall be entitled to receive his full salary during the period of disability, but in no case for a longer period than seven (7) calendar days (56 hours), without using accumulated sick leave.

B. The following conditions will apply to assault leave:

1. The employee must file a workers' compensation claim to qualify for assault leave.

2. The employee must submit statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of assault leave.

3. If the Employer still disputes the assault/injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the Employer.

4. If the doctor chosen by the Employer disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the workers' compensation claim. If the claim is allowed, the employee will be paid his assault leave. On the issue of assault leave, the decision of the Industrial Commission on the employee's worker's compensation claim will be determinative. If the claim is disallowed, the time off will be deducted from sick leave, or if there is no sick leave, from vacation or compensatory time. No subsequent court decision on the workers' compensation claim will affect assault leave and the decision of the Industrial Commission will not be subject to the grievance procedure.

5. If the claim is allowed and the employee receives compensation for all or any part of the initial seven (7) days of disability, the employee must repay the Employer any amount so received.

Section 29.7. The Family and Medical Leave Act. Except as provided otherwise in this Agreement, an employee will be entitled to FMLA Leave of Absence pursuant to the County's Policy.

Section 29.8. General Information. The above referenced leaves of absence require written request and supervisory approval prior to being granted a leave. Application for a leave of absence with or without pay with the intent to defraud will result in disciplinary action up to and including dismissal, and will require a refund to the County of salary or wages paid to the employee.

During leaves of absence without pay, other than FML, hospitalization and life insurance benefits are suspended while the employee is on leave in accordance with the County's defined schedule. The Employer will advise an employee of the date of suspension of benefits, conversion privileges and other relevant information. Upon return to work, benefits will be reinstated.

ARTICLE 30
TUITION REIMBURSEMENT

Section 30.1. Policy. The Employer shall offer the County's Tuition Reimbursement Plan to the full time employees of the Office to allow employees to secure job-related course work, training and additional educational certification.

Section 30.2. County Commission Authorized Revisions. In the event that the Board of Greene County Commissioners authorizes revisions to the current policy, the Employer will extend the revised benefit(s) to this bargaining unit.

ARTICLE 31
DRUG TESTING

Section 31.1. Reasonable Suspicion. Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-free environment, and to be free from direction by any

individual where reasonable suspicion exists to believe that individual to be under the influence of alcohol or drugs. 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 pattern;

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 or credible sources and independently corroborated;

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

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

Section 31.2. Testing.

A. Appropriate management or supervisory personnel may order any on duty employee of the Employer to undergo a drug or alcohol screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. Reasonable suspicion shall include any event in which an employee contributes to the occurrence of an accident or an injury. An employee may of his own volition, even if not ordered to do so, undergo a drug and alcohol screening test if he is involved in an accident or injured while on the job. (Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.)

B. All tests will be conducted by certified professional personnel, in accordance with U.S. Department of Health & Human Services testing and reporting procedures. If the initial test is positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, a confirmatory test will be conducted. A positive result from an alcohol test means a blood alcohol concentration of .03% or above.

Section 31.3. Discipline.

A. The Employer may suspend the employee without a loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs or of alcohol may

result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

B. If an employee: (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; (2) fails to complete a program or rehabilitation or detoxification; or (3) test and retests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action for insubordination.

Section 31.4. Treatment. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or compensatory time while he participates in such rehabilitation or detoxification program. Upon completion of such program, if a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

Section 31.5.

A. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

B. The Employer shall pay for drug and alcohol screening and confirmatory tests.

C. The Employer shall use the drug testing procedure in good faith.

ARTICLE 32
EMPLOYEE WELLNESS

Section 32.1. Physical Examinations. In the interest of health, safety, or job performance, the Employer may require a medical or physical examination of an employee. The cost of such examination shall be borne by the Employer. The employee will be provided a copy of all reports, findings and recommendations of the examiner upon written request.

ARTICLE 33
MISCELLANEOUS ECONOMIC

Section 33.1. Mileage Reimbursement. Employees shall receive mileage reimbursement for authorized use of private automobiles on County business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by the Employer, mileage will be reimbursed at twenty-seven (27) cents per mile.

Section 33.2. Copies of Agreement. As soon as possible following the signing of this Agreement but not to exceed sixty (60) calendar days, all employees will receive copies of the signed Agreements through the Sheriff's Office Pro-Serve system and the employees will be responsible for electronically signing to reflect receipt of the contracts.

Section 33.3. Deferred Compensation. The Employer shall make a "designated PERS pick-up" of each employee's statutory required contribution to the Public Employees Retirement System of Ohio (PERS) so as to permit the treating of an employee's contributions to PERS as a deferred annuity for personal income tax purposes. The implementation of the "designated pick-up" shall not result in either an increase or decrease to an employee's gross compensation.

Section 33.4. Duty Weapon Purchase. Upon completion of fifteen (15) years' service with the Employer and retirement pursuant to PERS/LE, a Deputy Sheriff who in the performance of daily duties carried an Employer-issued Firearm shall have the right to purchase same and its related magazines. The price of such weapon will be based on a depreciation schedule of ten percent (10%) per service year, with a minimum value of $1.00. The Employer shall maintain a record of make, model, and serial number of said weapon in the name of the retired Deputy Sheriff.

Section 33.5. Longevity Pay/Eligibility. Full-time employees who have completed three (3) years of service with the Greene County Sheriff's Office shall receive $25.00 per year of service. When an employee's anniversary date occurs prior to November 01 of a payment year, he shall receive full payment. The above payments shall be paid in a lump sum on the first pay day of November each year. For purposes of calculating continuous service, only full years of service shall be used and there will be no pro-ration of years of service.

Section 33.6. Educational Incentive. The Sheriff's Office shall make annual education incentive payments to those employees who receive job related degrees in a field of study that pertains to their job description from accredited institutions. The degrees and payments shall be:

Associate Degree	$200.00
Baccalaureate Degree	$400.00
Master's Degree	$600.00

The payments shall be made in a lump sum amount subject to appropriate deductions in either the last pay period in June or the first pay period of July each calendar year. Only those employees who are employed and working as of June 01 each year shall be eligible for the incentive payment and who have worked at least six (6) months during the prior twelve (12) months. Educational incentive payments are not cumulative.

Section 33.7. Field Training Officer Supplement. Employees who are qualified and assigned by the Sheriff as Field Training Officer shall receive a wage supplement of 5% of the base rate of pay for their classification for the actual time performing duties as a field training officer. The Sheriff may, at his discretion, require employees be certified as a field training officer in order to receive the supplement and/or have a minimum time of service with the Sheriff's Office or in law enforcement.

ARTICLE 34
RESIDENCY

Section 34.1. Purpose. All employees of the Greene County Sheriff's Office shall as a condition of continued employment be a bona fide resident of Greene County, Ohio or any of the contiguous

counties of Greene County. Such requirements: 1) insure maximum response in emergency situations and inclement weather; 2) promote better public relations by building contacts with the County through its public employees; 3) instill a sense of belonging to the County among its employees; 4) increase visibility of law enforcement in the County; 5) make public employees more sensitive to the County issues and needs; and 6) insure that public employees, as citizens, will be affected by the quality of their own work.

Section 34.2. New Hires. All new employees must establish residency in accordance with Section 34.1 within one year from the date of hire.

Section 34.3. Exceptions/Waivers. At the discretion of the Sheriff, an employee may be relieved from the residency requirement stated above where the parties agree that: 1) special circumstances exist justifying temporary or permanent residence outside the County or 2) where the nature of the employee's employment is such as to require residing outside the County.

ARTICLE 35
LAYOFFS

Section 35.1. Notification. When the Employer determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified as soon as is practical in advance of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less. The Employer upon request from the Association agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees.

Section 35.2. Layoff.

A. The Employer shall determine whether layoffs are necessary and in which classification layoffs will occur. The order of layoff will be determined by employee's total, uninterrupted service in the Sheriff's Office.

B. Layoffs of bargaining unit employees will be by classification. All temporary, intermittent, seasonal and part-time employees in the classification will be laid off before full-time employees. Full-time employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off; however, in a classification where the job duties vary and skills necessary to complete the various job duties are different, employees may be laid off in accordance with their seniority and their ability to perform the remaining work available in the classification.

C. An employee may displace a less senior employee in a classification previously held (or he may fill a vacancy).

D. A laid off Law Enforcement Division Deputy may displace a less senior employee in the Jail Deputy classification, including Corrections Officers, (or he may fill a vacancy) during the

period that the displaced Law Enforcement Division Deputy is eligible for recall, provided he successfully completes field training for the position and/or completes training for and secures necessary certification for the position. The Employer shall reinstate the employee pursuant to the notification time limits in this Article. A Jail Deputy may displace a less senior Corrections Officer (or he may fill a vacancy) during the period that the displaced Jail Deputy is eligible for recall.

It is understood that displacement includes displacement by employees from other ranks in other bargaining units in the Sheriff's Office.

Section 35.3. Recall. When employees are laid off, the Employer shall create a recall list for each classification with layoffs for a period of two (2) years or for his length of seniority, whichever is less. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled.

When the Employer recalls persons off the list, they shall be recalled to their last previously held classification and bargaining unit, but not necessarily to the shift in which they were working when laid off.

Notice of recall shall be sent to the employees by certified mail with a copy to the Association. The Employer 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 by the employee.

The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have five (5) calendar days following his notification to the Employer in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. Full-time employees with recall rights shall be given the right to reinstatement before any temporary, part-time, intermittent, or seasonal employees may be hired or reinstated in their classification.

If a bargaining unit member has bumped into a lower rank, he shall be reinstated to a vacancy in his prior rank before any position in that rank is filled.

ARTICLE 36
OFFICER IN CHARGE (OIC) PAY

Section 36.1. Definition: An Employee who is required to work and substantially perform the supervisory job duties in a higher classification on a temporary basis for four (4) hours or more in a work day, shall be paid at the next higher entry level classification rate or 5% supplement for all hours worked, whichever is greater. Corrections Officers will be paid at entry level certified deputy rate.

Section 36.2. Training Purposes: Employees may be assigned work as a supervisor with a supervisor for the purpose of supervisory training and not be compensated as specified in Section 1. This Section will not be used for the purposes of avoiding compensation as specified in Section 1.

Section 36.3. Overtime Payment: Employees acting in an O.I.C. assignment will receive overtime pay using as a basis the rate identified in Section 1, provided the employee was in an O.I.C. work status for all regularly scheduled hours in the applicable bi-weekly period and the employee performed these job duties in a higher classification at times beyond the employees' regular bi-weekly schedule.

ARTICLE 37
RETIREMENT AND RETURN TO WORK

Section 37.1. An employee of the Greene County Sheriff's Office may retire pursuant to PERS/LE and then be rehired to work in the same capacity.

Section 37.2. The employee's eligibility is at the sole discretion of the Sheriff, and will be based on the employee's ability to provide a continuing contribution to the employer, as well as a past practice of above average attendance and above average performance evaluations. The employee must meet normal PERS/LE retirement qualifications.

The following conditions must be met:

1. A separation of employment must occur according to PERS. If the separation is less than 72 hours, seniority as defined in Article 13 shall be maintained. The probationary period as defined in Article 13.2 shall be waived.

2. The employee must have vacation, compensatory, personal and wellness leave balances at zero (0) prior to initial retirement. No payout shall occur as defined in Article 24.4.

3. The employee's sick leave balance shall be carried over to the rehire period as per O.R.C. 124.39(B).

4. When the employee leaves service for the final time, it is understood no sick leave will be paid out as defined in Article 28.6 and O.R.C. 124.39(B), Atty. Gen. Op. 94-009.

5. If the employee exhausts all sick leave during the rehire period, the employee will not be eligible for catastrophic sick leave as defined in Article 28.

6. Realizing that long term illness is an additional expense to the employer, the rehired employee agrees to submit a letter of resignation and accept termination of employment once 480 hours of sick leave is exhausted.

7. During the rehire period, the employee shall continue to receive all wages, health, life, dental, and comp time at the same accrual rates prior to the initial separation. Vacation accrual and

all other benefits attributed to "new employees" will be as if the re-employed retiree were a new employee.

8. Any employee rehired hereunder on or after January 1, 2010, shall be laid off prior to any bargaining unit employee in the same classification.

Section 37.3. If during the rehire period, the employee wishes to apply for a promotion, the minimum service requirements in Article 17.4 shall be considered met based on the previous employment term.

ARTICLE 38
TEMPORARY RESTRICTED DUTY

Section 38.1. The Sheriff shall adopt a "return to work" program for those Deputies who can not perform the full range of law enforcement duties, but can work a Temporary Restricted Duty (T.R.D.) assignment. The policy shall allow for the Sheriff to have the sole and exclusive discretion to establish the duties of the light duty assignment. Furthermore, the Sheriff reserves the right to cancel the program and, or any T.R.D. assignment at any time with 48 hours of written notice to the effected employee and the union's staff representative.

Section 38.2. Employees who are accepted into a T.R.D. will earn 80% of their contracted normal wage if they do not have at least 80 hours of accumulated sick leave in their sick leave bank (excluding donations of time). The exception to this rule would be T.R.D. following Assault/Injury Leave as outlined in Article 29.6. Employees with 80 hours of accumulated sick leave will earn their normal rate of pay. This requirement may be waived by the Sheriff if the effected employee can show justifiable cause of low accumulative sick leave beyond the common. However, it remains the sole discretion of the Sheriff to make such a waiver. All other benefits will remain fully intact and will not be adjusted in form or level during T.R.D. placement regardless of sick leave balance.

Section 38.3. Employees are not permitted to work beyond their regular scheduled hours during any assignment of T.R.D. T.R.D. assigned employees may earn no more than 80 hours per pay period. The maximum allotted time for program placement is 8 weeks per employee per calendar year excluding hardship and progress extensions.

Section 38.4. Employees will be accepted for period of 4-6 weeks upon initial acceptance. Hardship or proof of rehabilitation progress extensions requests may be filed to the Chief Deputy's Office for up to 4 week extensions. No employee will be granted an extension beyond a total accumulative period of 12 weeks per calendar year. Employees who are unable to report to full duty status at conclusion of the T.R.D. must submit notice through their chain of command to the Chief Deputy. Failure to report to full duty may be cause for an employee to be required to undergo a "fitness for duty" examination.

Section 38.5. The Sheriff will maintain a list of functions or duty positions that may be utilized for T.R.D. Only three (3) employees will be permitted to be assigned a T.R.D. at any given time, unless

explicit written approval is given by the Sheriff. Employees injured on duty or the unique needs of the Sheriff's Office mission will be considered as reason to go above the three (3) positions.

ARTICLE 39
SAVINGS CLAUSE AND DURATION OF AGREEMENT

Section 39.1. Application of Laws. This agreement represents the entire agreement between the parties and, to the extent inconsistent, shall supersede any or all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment. If any provision of this agreement is held to be unlawful by a court of law, the remaining provisions of this agreement shall remain in full force and effect. In the event that any provision of this agreement is held to be unlawful by a court of law, both parties to the agreement shall meet within thirty (30) days for the purpose of reopening negotiations on the unlawful provisions involved.

Section 39.2. Duration. This Agreement shall be in full force and effect commencing date of execution through April 1, 2016. The Agreement shall thereafter be renewed for successive one (1) year periods unless written notice of desire to renegotiate is given by either party to the other no more than one-hundred twenty (120) days prior to the expiration of this Agreement or any subsequent anniversary date. During the life of this Agreement the parties may mutually agree in writing to amend this Agreement.

Signed this 13th day of June, 2013.

FOR THE BARGAINING UNIT:

GREENE COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

BY: _____
STEVEN S. LAZARUS, ESQ.
HARDIN, LAZARUS, & LEWIS, LLC
UNION ATTORNEY

_____
DAVID LITTERAL
PRESIDENT

FOR MANAGEMENT:

THE BOARD OF GREENE COUNTY COMMISSIONERS, GREENE COUNTY, OHIO

_____
ALAN G. ANDERSON, PRESIDENT

_____
ROBERT J. GLASER, VICE-PRESIDENT

_____
TOM KOOGLER, COMMISSIONER

_____
HOWARD E. POSTON, ADMINISTRATOR

GREENE COUNTY SHERIFF

_____
EUGENE C. FISCHER, SHERIFF

_____
JOHN J. KROCK
LABOR CONSULTANT

_____
KENNETH G. JOHNSON
HUMAN RESOURCES DIRECTOR

ATTEST: Lisa Mock
LISA MOCK, COUNTY COMMISSIONERS' CLERK

RESOLUTION NUMBER: 13-6-13-13

GREENE COUNTY SHERIFF'S OFFICE
DEPUTIES UNIT
WAGE SCALE

2%

Effective: April 6, 2013

Classifications		**Entry**	**1 Year**	**3 Years**	**5 Years**
Clerical Deputy	Hour	$15.49	$18.32	$21.18	$22.31
	Salary	$32,219.20	$38,105.60	$44,054.40	$46,404.80
Deputy (with certification) *1	Hour	$21.70	$24.08	$26.54	$28.99
	Salary	$45,136.00	$50,086.40	$55,203.20	$60,299.20
(without certification)	Hour	$20.36			
	Salary	$42,348.80			
Detective *2	Hour	$30.01			
	Salary	$62,420.80			

2%

Effective: April 5, 2014

Classifications		**Entry**	**1 Year**	**3 Years**	**5 Years**
Clerical Deputy	Hour	$15.80	$18.69	$21.60	$22.76
	Salary	$32,864.00	$38,875.20	$44,928.00	$47,340.80
Deputy (with certification) *1	Hour	$22.13	$24.56	$27.07	$29.57
	Salary	$46,030.40	$51,084.80	$56,305.60	$61,505.60
(without certification)	Hour	$20.77			
	Salary	$43,201.60			
Detective *2	Hour	$30.61			
	Salary	$63,668.80			

2%

Effective: April 4, 2015

Classifications		Entry	1 Year	3 Years	5 Years
Clerical Deputy	Hour	$16.12	$19.06	$22.03	$23.22
	Salary	$33,529.60	$39,644.80	$45,822.40	$48,297.60
Deputy (with certification) *1	Hour	$22.57	$25.05	$27.61	$30.16
	Salary	$46,945.60	$52,104.00	$57,428.80	$62,732.80
(without certification)	Hour	$21.19			
	Salary	$44,075.20			
Detective *2	Hour	$31.22			
	Salary	$64,937.60			

*1 Deputy Sheriff-Road, Deputy Sheriff-Jail, Deputy Sheriff-Jail-Registered Nurse, Deputy Sheriff-Jail-Paramedic. New hires without the OPOTA certification will be paid the without certification entry level hourly rate until they have obtained the OPOTA certification, or until they have one (1) year of continuous service with the Greene County Sheriff.

*2 Detectives will be paid at the 5-year Deputy (with certifications) rate plus $1.00/hour.

A. Employees shall receive the rate of pay specified for their particular classification on their seniority date with the Sheriff's Department. For the purpose of wages, seniority shall be determined in accordance with Article 13, Seniority and Probationary Period.

B. Employees promoted to a position carrying a higher salary range shall receive the next higher rate of pay specified in the new pay range that provides at least a five percent (5%) pay increase. Thereafter, he shall receive wage increases in conjunction with the time intervals specified in the Wage Scale in accordance with their seniority.