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0347-01
K30371
01/15/2014

AGREEMENT

BETWEEN

CLERMONT COUNTY DEPUTY SHERIFF'S ASSOCIATION

AND

THE CLERMONT COUNTY SHERIFF

(Deputy Sheriffs)

EXPIRATION DATE: DECEMBER 31, 2014

ARTICLE 1. PREAMBLE

Section 1.1 This agreement, entered into by the Clermont County Sheriff, hereinafter referred to as the "Employer", and the Clermont County Deputy Sheriff's Association, hereinafter referred to as the "CCDSA" has as its purpose the following:

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 unit as defined herein.

To supersede all Civil Service laws with the expressed provisions of this Agreement.

ARTICLE 2. CCDSA RECOGNITION

Section 2.1 The Employer recognizes the CCDSA as the sole and exclusive representative for those Employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those full-time Employees employed by the Employer in the classification of Deputy as certified by the Ohio State Employment Relations Board in case number 09-REP-09-0109, dated May 6, 2010.

Section 2.2 All management level Employees, confidential Employees, professional Employees, seasonal and casual Employees, the administrative and technical support deputy and all other Employees of the Employer not classified as deputies are specifically excluded from the bargaining unit.

ARTICLE 3. CCDSA SECURITY

Section 3.1 The Employer agrees to deduct CCDSA membership dues and fees in accordance with this Article for all Employees eligible for the bargaining unit.

Section 3.2 The Employer agrees to deduct regular CCDSA membership dues once each month from the pay of any Employee in the bargaining unit upon receiving written authorization on a mutually acceptable form signed individually and voluntarily by the Employee. The signed payroll deduction form must be presented personally by the Employee to the Employer's fiscal officer. Upon receipt of the proper authorization, the Employer will deduct CCDSA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3 As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of the Labor Agreement, whichever is later, employees in the bargaining unit who are not members of the CCDSA, including employees who resign from membership in the CCDSA after the effective date of this Labor Agreement, shall pay to the CCDSA, 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 CCDSA, nor shall the fair share fee exceed the dues paid by members of the CCDSA in the same bargaining unit. The CCDSA is responsible for annually certifying to the Employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this Section. If an employee challenges through the Courts or the

State Employment Relations Board the deduction of the fair share fee, his/her deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of his/her challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including the interest, if any.

Section 3.4 The Employer agrees to remit the dues/fees deducted from the eligible bargaining unit Employees' pay, in accordance with this Article.

Section 3.5 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of CCDSA dues/fees. The CCDSA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the CCDSA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the CCDSA.

Section 3.6 The Employer shall be relieved from making such individual dues/fees "check off" deductions upon an Employee's; (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check off authorization; or (6) resignation of the Employee from the CCDSA.

Section 3.7 The Employer shall not be obligated to make dues/fees deductions from any Employee, who during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of the CCDSA dues/fees.

Section 3.8 The parties agree that neither the Employees nor the CCDSA 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 that an error was made, it will be corrected at the next pay period that the CCDSA dues/fees deduction would normally be made by deducting the proper amount.

Section 3.9 The rate at which dues/fees are to be deducted shall be certified to the payroll clerk by the CCDSA representative during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues/fees deductions.

Section 3.10 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

ARTICLE 4. CCDSA REPRESENTATION

Section 4.1 With prior approval, non-employee representative(s) of the CCDSA shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the CCDSA representative shall identify himself to the Employer or the Employer's designated representative.

Section 4.2 The Employer shall recognize one (1) Employee, and one (1) alternate, designated by the CCDSA to act as CCDSA Associate for the purposes of representation as outlined under this Agreement.

Section 4.3 No Employee shall be recognized by the Employer as a CCDSA Associate until the CCDSA has presented the Employer with written certification of that person's selection.

Section 4.4 Rules governing the activity of CCDSA representatives and Associates are as follows:

A) The CCDSA agrees that no official of the CCDSA, Employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other Employees. The CCDSA further agrees not to conduct CCDSA business during working hours except to the extent specifically authorized herein.

B) The CCDSA shall not conduct CCDSA activities in any work area(s) without notifying the Sheriff of the nature of the CCDSA activity.

C) The CCDSA Employee official shall cease unauthorized activities immediately upon the request of the Sheriff.

D) The investigation and writing of grievances shall be on non-duty time. If grievance meetings are scheduled during an Employee's regular duty hours, the Employee shall not suffer any loss of pay while attending the hearing.

E) The CCDSA may designate the Associate and two (2) members of the bargaining unit to serve on its negotiating committee. Negotiating committee members shall be released from duty without loss of pay for the duration of the negotiation meeting and shall return to duty upon completion of the negotiation meeting. The CCDSA may substitute the alternative representative for a member of the negotiation committee.

Section 4.5 The Employer agrees to provide bulletin board space in the roll call room or other suitable location for use of the CCDSA. The CCDSA may post on the bulletin board notices relating to recreational and social events applicable to members of the bargaining unit; election notices and election results; notices of membership meetings and other related business meetings; and other official CCDSA notices relating to the affairs of members of the bargaining unit. No obscene, immoral, unethical, scurrilous, or vituperative matter may be posted. All items posted shall be approved and signed by the CCDSA Associate. The bulletin board shall be maintained in a neat and orderly manner.

Section 4.6 Any oral statement made by a bargaining unit member to his CCDSA representative shall not be subject to compulsory disclosure.

ARTICLE 5. NON-DISCRIMINATION

Section 5.1 The Employer agrees not to interfere with the rights of the Employees to become members of the CCDSA, and there shall be no disparate treatment, interference, restraint or coercion by the Employer, or any representative of the Employer against any legal Employee activity in an official capacity on behalf of the CCDSA.

Section 5.2 The CCDSA agrees not to interfere with the rights of Employees to not become members of the CCDSA, and there shall be no disparate treatment, restraint, or coercion by the CCDSA or its representatives against any Employee exercising the right to abstain from membership in the CCDSA or involvement in CCDSA activities.

Section 5.3 The Employer and the CCDSA agree not to discriminate against any bargaining unit Employee with respect to compensation, terms or conditions of employment because of such individuals race, color, religion, sex, age, national origin, disability, or ancestry.

Section 5.4 All references to Employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

ARTICLE 6. MANAGEMENT RIGHTS

Section 6.1 Unless the Sheriff has specifically set forth in this Agreement a limitation upon his right or duty to manage the department, the Sheriff shall retain all rights imposed upon him by law to carry out the administration of government and management of the department. The right to manage shall include, but not limited to:

A) The right to direct, supervise, hire, transfer, assign, schedule, lay off, and retain Employees; and also the right to suspend, discipline, and discharge, for just cause.

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

C) The right to purchase equipment, materials or services, or to subcontract for services.

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

E) The right to make reasonable rules to regulate the work force; establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.

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

Section 6.2 To the extent that the above management rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the grievance procedure.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 7.1 The term "grievance" shall mean an allegation by a grievant Employee that there has been a breach, misinterpretation, or improper application of a specific term of this Agreement. A disciplinary grievance refers to a grievance involving a written reprimand, suspension, removal, reduction in pay, position or rank.

Section 7.2 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. Any Employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure or to arbitration. A failure by the Employer to make a timely response is not a default. All time limits on grievances may be extended upon mutual consent of the parties, otherwise, time limits shall be strictly applied.

Section 7.3 It is the mutual desire of the Employer and the CCDSA to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum interruption of the work schedules. Every reasonable effort shall be made by both the Employer and the CCDSA to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed:

Step 1.

In order for an alleged grievance to receive consideration under this procedure the grievant, with an appropriate CCDSA representative, if the former desires, must identify the alleged grievance in writing to the sergeant or immediate supervisor, within seven (7) working days of the occurrence of the incident giving rise to the grievance, or within seven (7) working days of becoming aware of an incident giving rise to the grievance, but in no case later than sixty (60) calendar days after the incident. The supervisor shall schedule a meeting within seven (7) calendar days after receipt of the grievance, with the grievant and his representative. The supervisor shall investigate and respond in writing to the grievant and/or CCDSA representative within seven (7) calendar days following the meeting.

Step 2.

If the grievance remains unsettled, it may be presented within seven (7) calendar days after the Step 1 response to the next higher supervisor in the Unit. The supervisor shall schedule a meeting between the parties within (10) calendar days. If a meeting is scheduled, the supervisor shall have seven (7) calendar days following the meeting in which to respond.

Step 3.

If the grievance is not resolved to the satisfaction of the grievant at Step 2, the grievant may within seven (7) days present his grievance to the Sheriff or the Sheriff's designee. The Sheriff shall make a written response, or conduct a grievance hearing within ten (10) days. The Sheriff shall make a written response within ten (10) days of the grievance hearing.

Step 4.

Within fourteen (14) calendar days of receipt of the response at Step 3, if the grievance is not resolved to the satisfaction of the grievant, the grievant may file, with approval of the CCDSA, a request for arbitration. Within ten (10) calendar days of a request for arbitration, a representative of the CCDSA and the Sheriff or his designee shall attempt to mutually agree to an arbitrator. Should the CCDSA and the Sheriff fail to agree to an arbitrator, the arbitrator shall be selected in the following manner:

The CCDSA shall request from the Federal Mediation and Conciliation Service (FMCS), a panel list of seven (7) arbitrators from FMCS area #15 (Ohio). The parties shall alternatively strike names on the list until one (1) name remains. The CCDSA shall first strike a name. The name remaining shall be the arbitrator. The arbitrator shall schedule a hearing, at a date and time agreeable to all parties to hear testimony and receive argument. The arbitrator shall be requested to issue his decision within thirty (30) calendar days of the hearing. The decision of the arbitrator shall be binding on the Employee(s), CCDSA, and the Employer. The costs of the services of the arbitrator, if any, shall be paid equally by the Employer and the CCDSA. Nothing in this Section prevents the CCDSA from seeking enforcement of any arbitration decision in a court of competent jurisdiction, provided all administrative remedies have been exhausted. The arbitrator shall have no power to add to, delete from, or modify the terms of this Agreement, but may interpret and apply same.

Section 7.4 A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action

grievance, provided each Employee desiring to be included in the class action grievance, signs said grievance.

ARTICLE 8. DISCIPLINE

Section 8.1 The tenure of every bargaining unit Employee of the Clermont County Sheriff's Department shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, discharged, or removed except in accord with the provisions of this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. Forms of disciplinary action may include:

A) Verbal warning;

B) Written reprimand;

C) Loss of up to twenty-four (24) hours accrued vacation, or other accrued time off may be imposed by the Sheriff only with the concurrence of the penalized employee;

D) Suspension without pay;

E) Suspension of record as defined in Section 8.11;

F) Discharge from employment;

Section 8.2 Anonymous complaints shall not be the basis for disciplinary action unless independent evidence supports the allegations in the anonymous complaint.

Section 8.3 Any time the Employer or any of his representatives have reason to investigate or discipline an Employee, it shall be done in a proper and businesslike manner that will not embarrass the Employee before other Employees or the public.

Section 8.4 Whenever the Employer or his designee determines that an Employee's conduct may warrant disciplinary action (including only suspensions, demotions, or discharge) a predisciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged misconduct. Where circumstances necessitate immediate removal, an Employee may be suspended with pay during the pendency of a pre-disciplinary conference. Predisciplinary conferences shall be held no later than thirty (30) days following discovery of the alleged misconduct, unless the investigation could not be reasonably concluded within thirty (30) days, or the Employer shall forfeit the right to discipline.

Section 8.5 Not less than forty-eight (48) hours prior to the scheduled starting time of the predisciplinary conference, the Employer will provide to the Employee a written outline of the charges which may be the basis for disciplinary action.

A) The Employee shall be apprised of his right to representation and the right to postpone the hearing for no more than forty-eight (48) hours beyond the original scheduled time.

B) The Employee shall be apprised as to whether or not he/she has been suspended by the Sheriff, pending the outcome of the conference.

C) At the time that the Employee receives the written outline of charges, he must choose to: 1) appear at the conference to present an oral or written statement in his defense; or 2) appear at the conference and have a chosen representative present an oral or written statement in defense of the Employee; or 3) elect in writing to waive the opportunity to have a predisciplinary

conference. Failure of the Employee to elect and exercise one (1) of the three (3) options will serve as a waiver of the Employee's right hereunder to a predisciplinary conference.

Section 8.6 Disciplinary actions may be appealed through the grievance procedure in accordance with the Grievance Procedure at Step Four. Upon conclusion of the disciplinary procedure and imposition of a penalty, the CCDSA may post the matter for arbitration by providing written notice to the Sheriff within seven (7) days of the date of the action of the Sheriff. Disciplinary action not involving loss of pay may be grieved through Step 3 of the Disciplinary Procedure, but is not subject to the Arbitration Procedure.

Section 8.7 Any investigative questioning regarding charges of Employee misconduct shall be made under the following conditions:

A) The questioning shall take place at the Sheriff's Department or other mutually agreeable site.

B) The Employee shall be informed of the nature of the investigation before any questioning commences. If it is shown that the Employee is being questioned as a witness only, he should be so advised prior to the commencement of questioning.

C) During the questioning, the Employee shall not be threatened with dismissal or other disciplinary action. No promises of reward shall be made as inducements for the answering of questions.

D) The Employee shall not be denied his/her right to representation during questioning.

Section 8.8 At the predisciplinary conference, the individual who has been appointed by the Employer, will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the Employee prior to the questioning. The Employee shall be notified that failure to respond or responding untruthfully may result in further disciplinary action.

Section 8.9 At the conference, the Employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The Employee may be represented by a CCDSA representative. The Employee shall provide a list of witnesses as far in advance as possible, but not later than one (1) hour prior to the predisciplinary conference. It is the Employee's responsibility to notify the witnesses that their attendance is desired. The Employee or his representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the neutral concluding whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral's report will be proided to the Employee within fourteen (114) calendar days following the conclusion of the hearing.

Section 8.10 The results of a polygraph examination shall not be used in the disciplinary hearing without corroborating evidence.

Section 8.11 A suspension of record is defined as a suspension of one, or more, day(s) from work during which the employee is required to work, and for which the employee receives his, her regular rate of pay, for which the employee will receive credit as time worked for overtime purposes. A suspension of record is subject to Article 7.

ARTICLE 9. PERSONNEL FILE

Section 9.1 Each Employee may request to inspect his personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments requested to the Employer. Such requests shall not be unreasonably denied. Appointments shall be during the regular scheduled work hours of the clerical staff of the Employer. An Employee shall be entitled to have a representative of his choice accompany him during such review. There shall be only one (1) official personnel file maintained by the Employer.

Section 9.2 If an unfavorable statement or notation is in the file, the Employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the Employee's personnel file.

Section 9.3 Records of oral warnings shall cease to have force and effect one (1) year from the date of issuance, and shall, upon request of the Employee, be removed from the personnel file, provided no intervening discipline has occurred. Any record of discipline of any kind shall cease to have force and effect two (2) years from the date of issuance and shall upon request of the Employee, be removed from the personnel file, provided no intervening discipline has occurred.

Section 9.4 The following items shall be considered public information available upon request to the Employer, from an Employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards of commendations. All other documents in the personnel file shall, subject to compliance with the public records law, be considered confidential

and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the Employee.

Section 9.5 Should any document of the Employee's personnel file be the subject of a grievance the CCDSA, with the Employee's presence and consent, shall be granted access to those documents in question and have the right to photo copies.

Section 9.6 In the event the Employer and the Employee agree that any documents are inaccurate, the Employer shall correct or remove such documents or the inaccurate portions thereof from the file.

ARTICLE 10. PROBATIONARY PERIOD

Section 10.1 Any person hired into the bargaining unit or appointed as a deputy from another position shall be required to successfully complete a probationary period of twelve (12) months. An Employee serving a probationary period may be removed at any time during the probationary period, with or without cause, and without recourse to the grievance and arbitration procedure and without appeal to the state personnel board of review. Probationary Employees serve at the will of the Sheriff.

Section 10.2 Any bargaining unit Employee who is promoted to any position outside of the bargaining unit but within the ranks of sworn personnel, shall be permitted to return to the bargaining unit upon a failure of probation in the higher position. A promoted Employee may voluntarily return to the bargaining unit within sixty (60) days after the date of the promotion.

ARTICLE 11. SENIORITY

Section 11.1 "Seniority" shall be computed on the basis of an uninterrupted length of continuous service in rank with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the Employee is reinstated, the Employee loses all previously accumulated seniority.

Section 11.2 An approved leave of absence of one (1) year or less does not constitute a break in continuous service provided the Employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. This leave may be extended by the Sheriff for one (1) additional year for educational purposes.

Section 11.3 Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of lay off.

Section 11.4 Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire.

Section 11.5 In the event that two or more employees are sworn-in as deputies on the same date, the employee who was employed with the Clermont County Sheriff's Office immediately prior to being sworn-in as a deputy shall be deemed to have greater seniority over those deputies sworn-in on the same date. If more than one such employee was employed with the Clermont County

Sheriff's Office immediately prior to being sworn-in as a deputy, the one with the longest continuous employment with the Clermont County Sheriff's Office will be considered the more senior. If two or more such employees have exactly the same length of continuous employment with the Clermont County Sheriff's Office, the one with the greatest seniority will be determined by coin toss or other random means, unless there was already some determination of seniority made between or among the same employees within the Clermont County Sheriff's Office, in which case the prior determination controls. This Section shall only apply to employees sworn-in on or after January 1, 2012.

ARTICLE 12. LAYOFF AND RECALL

Section 12.1 When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected Employees thirty (30) days in advance of the effective date of the layoff or job abolishment.

Section 12.2 Layoffs in the bargaining unit shall be in inverse order of total seniority with the Clermont County Sheriff's Office in the classifications of Deputy, Corporal, and Sergeant, with the least senior deputy being laid off first. In the event of a tie, the Employee shall utilize the Employee's date of hire with the Sheriff's office.

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled Employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

Section 12.4 Notice of recall shall be sent to the Employee by certified mail. 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.

Section 12.5 The former Employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. An Employee failing to notify the Employer of his intention to return within five days, or failing to report for duty within fourteen (14) days of notice shall be removed from the recall list and be deemed to have resigned.

Section 12.6 For the purpose of Sections 12.3 and 12.4 of this Article, seniority shall be computed on the basis of uninterrupted length of continuous full-time service in rank with the Employer.

ARTICLE 13. HOURS OF WORK AND OVERTIME

Section 13.1 The standard work period for all bargaining unit Employees shall normally consist of one hundred sixty (160) hours within a twenty-eight (28) day period.

Section 13.2 Employees required to work in excess of one hundred sixty (160) hours within a twenty-eight (28) day period, shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all such excess time.

A) Approved vacation, compensatory time, holidays, personal days and paid days shall be considered time worked for the purpose of computing work time.

B) There shall be no pyramiding of overtime.

C) Upon request of an Employee, and with the prior approval of the Employer, an Employee may work a scheduled day off in exchange for an additional day off to be scheduled within the same work period.

D) With the prior approval of the Employer, an Employee may exchange days off or work shift assignments with another Employee. Such exchanges shall not affect the active pay status of either Employee, except that an Employee who works an exchange and is required to work overtime shall receive the overtime compensation.

E) Overtime will be calculated within each pay period for hours worked in excess of the Employee's regularly scheduled hours, exclusive of roll call. Overtime will be paid with the regular pay for that pay period.

Section 13.3 The Employer reserves the right to require any and/or all Employees to work overtime when the operational needs of the Department require it.

Section 13.4 Any Employee who, while in an on-call status, is required to remain on the Employer's premises, or at his home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his own purposes and shall be considered to be working the entire time he is on-call. This does not include investigators and K-9 personnel until such time that they are notified by the office of call-out or being placed on "an on-call status".

Section 13.5 Regular schedules shall be posted ten (10) days prior to their effective date. Seven days notice must be given prior to any non-emergency change in a posted schedule.

Section 13.6 Compensatory time shall be granted in lieu of overtime compensation upon mutual agreement of the Employee and the Sheriff. Compensatory time shall not accumulate beyond a maximum of sixty (60) hours. On those occasions when budgetary restraints deem it necessary, the Employer may restrict overtime compensation to compensatory time. In the event an Employee accumulates sixty (60) hours of compensatory time, any additional overtime worked shall be compensated with overtime pay. When an Employee desires to use compensatory time off that he has accumulated, it shall be scheduled and granted with the mutual consent of the Employee and the Employer.

ARTICLE 14. WAGES

Section 14.1

A. Effective January 1, 2012, bargaining unit members, other than Court Services Deputies, shall receive wage compensation according to the following schedule:

	PROBATION	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 4 YEARS	AFTER 6 YEARS
HOURLY	$20.00	$21.67	$24.19	$26.67	$28.34
OVERTIME	$30.00	$32.51	$36.29	$40.01	$42.51
BI-WEEKLY	$1,600.00	$1,733.60	$1,935.20	$2,133.60	$2,267.20
ANNUAL	$41,600.00	$45,073.60	$50,315.20	$55,473.60	$58,947.20

B. Within fifteen (15) days of this Agreement's ratification by both parties in 2013, bargaining unit members, other than Court Services Deputies, shall receive wage compensation according to the following schedule:

	PROBATION	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 4 YEARS	AFTER 6 YEARS
HOURLY	$21.19	$22.96	$25.63	$28.26	$30.03
OVERTIME	$31.79	$34.44	$38.45	$42.39	$45.05
BI-WEEKLY	$1,695.20	$1,836.80	$2,050.40	$2,260.80	$2,402.40
ANNUAL	$44,075.20	$47,756.80	$53,310.40	$58,780.80	$62,462.40

C. Wages for contract year 2014 shall be determined as follows:

In 2014, the Union shall have the option to reopen wages for 2014. The Union shall be required to notify the Employer in writing of its decision to reopen no later than thirty (30) days after the Clermont County Board of Commissioners votes on the final budget for budget year 2014. In the 2014 wage reopener, in the event the parties proceed to Conciliation, the Conciliator will decide both the amount of the wage increases and the effective date of the wage increases. Nothing herein precludes the parties from reaching an agreement prior to Conciliation. The Employer agrees to waive the provisions of R.C. 4117.14(G)(11) and allow the Conciliator to award retroactive wage increases.

Section 14.2 All deputies assigned to court services who were employed as deputies prior to 7/1/97 shall remain regular deputies, subject to all assignments to which road patrol deputies could be assigned, and shall be paid according to the salary schedule applicable to road patrol deputies, and shall receive all salary increases granted to road patrol deputies.

Section 14.3 Effective January 1, 2012, bargaining unit members holding the position of Court Services Deputy shall receive wage compensation according to the following schedule:

	PROBATION	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 4 YEARS	AFTER 6 YEARS
HOURLY	$17.86	$19.36	$21.58	$23.84	$26.16

OVERTIME	$26.79	$29.05	$32.37	$35.77	$39.24
BI-WEEKLY	$1,428.82	$1,549.12	$1,726.28	$1,907.56	$2,092.96
ANNUAL	$37,149.22	$40,277.12	$44,883.28	$49,596.56	$54,416.96

Within fifteen (15) days of this Agreement's ratification by both parties in 2013, bargaining unit members holding the position of Court Services Deputies shall receive wage compensation according to the following schedule:

	PROBATION	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 4 YEARS	AFTER 6 YEARS
HOURLY	$18.92	$20.51	$22.87	$25.26	$27.72
OVERTIME	$28.38	$30.77	$34.31	$37.89	$41.58
BI-WEEKLY	$1,513.60	$1,640.80	$1,829.60	$2,020.80	$2,217.60
ANNUAL	$39,353.60	$42,660.80	$47,569.60	$52,540.80	$57,657.60

Wages for contract year 2014 shall be determined as follows:

In 2014, the Union shall have the option to reopen wages for 2014. The Union shall be required to notify the Employer in writing of its decision to reopen no later than thirty (30) days after the Clermont County Board of Commissioners votes on the final budget for budget year 2014. In the 2014 wage reopener, in the event the parties proceed to Conciliation, the Conciliator will decide both the amount of the wage increases and the effective date of the wage increases. Nothing herein precludes the parties from reaching an agreement prior to Conciliation. The Employer

agrees to waive the provisions of R.C. 4117.14(G)(11) and allow the Conciliator to award retroactive wage increases.

Section 14.4 Figures indicated are for illustrative purposes. Except as provided in Section 14.5 a member must complete probation and the required years of service before the member will advance to a higher rate.

Section 14.5 All persons hired into a bargaining unit position shall serve a probationary period of one year. The Sheriff shall have the right to place a new hire at any salary step above the entry probationary step, except that a new hire shall not be placed at the "After 6 Year" step. A new hire placed on the "After 2 Year" step or the "After 4 Year" step must serve two years before he/she can be advanced to a higher step. Any member serving three (3) years in a bargaining unit position may be advanced by the Sheriff to any higher step. This Section has force and effect only as long as Sheriff Rodenberg holds the office of the Clermont County Sheriff.

ARTICLE 15. HEALTH INSURANCE

Section 15.1 Effective March 1, 2004 and for the life of this Agreement bargaining unit members shall accept and receive the county health insurance program and shall make the required Employee contribution on the same basis as all other county Employees to a maximum of twenty-one percent (21%) of the cost. In the event that the County's contribution, as set forth in Section 15.3 is increased to the benefit of all other county Employees covered by the general county health insurance plan, then such increase shall be made by the County to the benefit of all bargaining unit members.

Section 15.2 The Employer shall provide bargaining unit members with life insurance in an amount equal to $25,000.

Section 15.3 The Sheriff shall, each year, give a written statement to the CCDSA Associate setting forth the County's contribution to the health insurance plan, and listing the plans available to county employees.

ARTICLE 16. HOLIDAYS

Section 16.1 All full-time bargaining unit Employees are entitled to the following ten (10) legal holidays:

New Years Day	(1st Day of January)
Martin Luther King Day	(3rd Monday in January)
President's Day	(3rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(4th Day of July)
Labor Day	(1st Monday in September)
Columbus Day*	(2nd Monday of October)
Veterans Day	(11th day of November)
Thanksgiving Day	(4th Thursday of November)
Christmas Day	(25th Day of December)

* Columbus Day shall not be a holiday for deputies assigned to court services.

The Friday after Thanksgiving shall be a holiday for deputies assigned to court services.

Section 16.2 Continuous operations Employees shall observe the holiday on the actual day of occurrence. Non-continuous operations Employees whose regular work schedule is Monday through Friday, shall observe the holiday on the Friday before if the holiday falls on a Saturday, or on the Monday following if the holiday falls on a Sunday.

Section 16.3 The length of the holidays listed above shall be equal to an Employee's normal daily work hours for one (1) day.

Section 16.4 All Employees shall receive holiday pay equal to their normal daily work hours, if the Employee is in active pay status on his scheduled work days preceding and following the holiday. An Employee required to work on a holiday shall, in addition to holiday pay, receive one and one-half (1-1/2) hours pay for each hour worked, or, at his option, compensatory time equal to the holiday hours worked at time and one-half (1-1/2). Compensatory time off is scheduled at a time mutually agreeable to the Employee and the Employer. Any compensatory time earned under this Section which has not been taken prior to December 31 of any calendar year, shall be paid off at the rate of one (1) hour's pay for each hour credited.

Section 16.5 In addition to the holidays listed in Section 16.1 of this Article, each full-time bargaining unit Employee shall be entitled to one (1) personal day off with pay during each year of employment, for whatever reason deemed necessary by the Employee.

Section 16.6 Employees shall be credited with hours of personal day leave equal to their normal daily work hours for one (1) day on January 1 of each year. This personal day may be used, upon, written request within twenty-four (24) hours advance notice, on or before December 31 of the same calendar year in which it is credited. The requirement of twenty-four (24) hours advance notice shall be waived if an Employee provides a written statement upon return to work which

establishes the reason for not giving such notice, and the circumstances necessitating the absence. Such circumstances must warrant the failure to give twenty-four (24) hours notice.

ARTICLE 17. VACATIONS

Section 17.1 All full-time bargaining unit Employees are eligible for paid vacation according to the following schedule:

After 1 year of continuous service - 80 hours vacation

After 8 years of continuous service - 120 hours vacation

After 15 years of continuous service - 160 hours vacation

After 25 years of continuous service - 200 hours vacation

Vacation is accrued proportionately on a pay period basis.

Section 17.2 Vacation leave may with approval, be taken in minimum of one (1) day increments after one year of employment, unless waived by the Sheriff.

Section 17.3 Vacation credit will not be earned while an Employee is in a "no-pay" status (leave of absence, disciplinary suspension, etc.).

Section 17.4 Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

Section 17.5 In ordinary circumstances, an Employee may only be permitted to carry over three (3) days annual vacation to the next year. Except as provided herein, no vacation shall be carried over for more than three (3) years. In no instance, will an employee lose vacation time that he/she has not been able to use due to operational needs of the Clermont County Sheriff's Department.

Section 17.6 An Employee who has prior service time with a Clermont County agency or department shall receive service credit towards vacation entitlement for all such service time.

Section 17.7 Twice per year, employees shall have the right to convert to cash up to a total of forty hours of accrued vacation and/or comp time (a total of 80 hours per year) at the employee's hourly rate in effect at the time of the conversion. An employee's conversion of vacation to cash shall not be allowed if it reduces an employee's accrued vacation to less than 24 hours after the conversion. An employee desiring to convert vacation or comp time must give written notice to the employer prior to November 1.

Section 17.8. Within thirty (30) days of the ratification of this Agreement, employees may select up to seven (7) consecutive calendar days of vacation for 2012. These vacation requests will be resolved on the basis of seniority.

From October 15 to November 1, 2012, and each October 15 to November 1 thereafter, employees shall be able to select up to seven (7) consecutive calendar days of vacation for the following calendar year. These vacation requests will be resolved on the basis of seniority.

Absent a voluntary transfer, once an employee's vacation has been approved, vacation will not be subsequently disapproved absent a compelling need reduced to writing.

ARTICLE 18. SICK LEAVE

Section 18.1 An Employee may request sick leave, provided he follows the Notification of Absence Policy (Section 18.1.[F]). Sick leave may be requested for the following reasons:

A) Illness or injury of the Employee or a member of his immediate family, (in case of a member of the family not living in the same household, the appointing authority may credit sick leave when he believes it justified, but such cases will be carefully investigated);

B) Exposure of Employee to a contagious disease which would have the potential of jeopardizing the health of the Employee or the health of others;

C) Medical, dental or optical examination or treatment of the Employee or member of his or her immediate family which cannot be scheduled during non-work hours;

D) Pregnancy, childbirth, and/or related medical conditions.

Section 18.2 For purposes of this policy, the "immediate family" is defined as, only; mother, father, brother, sister, child, minor step child in the home, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian or other person who stands in the place of a parent.

Section 18.3 Sick leave is earned at the rate of 4.6 hours per pay period of active status. Active pay status may be defined as hours worked, hours on vacation, hours on holiday leave, and hours on paid sick leave.

Section 18.4 The amount of sick leave time any one Employee may accrue is unlimited, but may not exceed one hundred twenty (120) hours per Employee in an anniversary year.

Section 18.5 Sick leave will be granted to attend to the needs of an ill or injured member of an Employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures or grave illness.

Section 18.6 Sick leave shall be charged in minimum amounts of one (1) hour. Sick leave earned after January 23, 1984 will be deducted from an Employee's credit prior to deducting credits earned before January 23, 1984.

Section 18.7 Employees absent on paid sick leave shall be paid at the same basic hourly rate as when they are working.

Section 18.8 An Employee requesting sick leave shall inform his immediate supervisor or designee of the fact and the reason, a minimum of one (1) hour prior to his scheduled starting time on each day of such absence, unless other arrangements with the Employees supervisor are made. Only absences logged by the Employer, immediate supervisor or designee will be considered for approval. Failure to properly notify may result in denial of sick leave for the period. The Employee will submit to such medical examination, nursing visit, or other inquiry which the Employer deems necessary. The cost of such examination, visit or inquiry shall be absorbed by the Employer.

A) When an Employee returns to work following an absence, his supervisor will require such Employee to furnish a satisfactory written statement to justify the use of sick leave (Request for Leave Form). If absence due to illness exceed twenty-four (24) consecutive working hours, the supervisor may require the Employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave. The failure to present such a certificate or written signed statement to the supervisor shall result in loss of pay for the time absent and disciplinary action.

B) The application for sick leave will be reviewed by the Division Commander/Supervisor to determine whether the absence will be approved.

Section 18.9 Vacation leave may be used for sick leave purposes, at the Employee's request, and with the approval of the Employer, after sick leave is exhausted. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months. An Employee requesting leave of absence, for any reason which qualifies for leave of absence under the Family Medical Leave Act, may be required to take paid sick leave and such paid sick leave shall be considered part of the twelve (12) weeks provided under the Act.

ARTICLE 19. PAID ABSENCE DAYS

Section 19.1 Any Employee in active work status and who does not utilize any of his sick leave for any one hundred twenty (120) consecutive calendar day period, shall be entitled to one (1) paid absence day. Paid absence days off must be requested seven (7) calendar days in advance, and are subject to approval based upon the work load requirements of the Employer. The Employer may, in special circumstances, waive the seven (7) day advance notice requirement. The one hundred twenty (120) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends one hundred twenty (120) calendar days later. Paid absence days must be taken within one (1) year of the date of earning, if not taken within one (1) year, the day shall be paid to the Employee. This provision shall be retroactive to January 1, 2010.

ARTICLE 20. LEAVES OF ABSENCE

Section 20.1 Leaves Without Pay

Employees may be granted the following types of unpaid leaves of absence:

Disability Leave

A physically or mentally incapacitated Employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave rights provided the Employee furnishes satisfactory medical proof of such disability along with his written request; and is;

1. Hospitalized or institutionalized;

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or

3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the Employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the Employee's responsibility to request a disability leave since such leave is not granted automatically when the Employees sick leave has expired.

When an Employee is ready to return to work, he shall furnish a statement by a physician, releasing the Employee as able to return to work.

B. Employer Required Disability Leave

The Employer may require an Employee to be examined by a licensed physician designated by the Employer and the Employee per paragraph A above, at the Employer's Expense. An Employee

found to be unable to physically or mentally perform the substantial duties of his position by such physician shall be placed on a Disability Leave as described in paragraph A above.

C. Leave of Absence

The Employer may grant a leave of absence to any Employee for a duration up to one (1) year for any personal reasons of the Employee. Such a leave may not be renewed or extended except for educational purposes.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

3. Upon completion of a leave of absence the Employee is to be returned to the position formerly occupied, or to a similar position if the Employee's former position no longer exists. Any new hire replacement in the position while an Employee is on a leave of absence will be terminated upon the reinstatement of the Employee from leave. The terminated Employee may be considered for other vacancies.

4. An Employee may return to work before the scheduled expiration of leave as requested by the Employee and agreed to by the Employer. If an Employee fails to return to work at the

expiration of an approved leave of absence, such Employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.

5. A full-time female Employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer accompanied by a signed physician's statement.

i. The leave of absence will begin on the date the physician states that the Employee can no longer perform the substantial portion of her duties.

ii. The leave of absence will end on the date on which the physician releases the Employee as medically able to return to work.

iii. No later than thirty (30) days after delivery, the Employee will notify the Employer, in writing, of her desire to return to work and her anticipated date to return. Lack of such notification shall be considered a resignation. Employees who desire to return to work shall be placed in their original position, or in a similar position at the same pay, as the needs of the department dictate.

iv. Should it be necessary to extend the Employee's leave of absence for maternity purposes beyond six (6) months, the Employee shall be placed on a disability leave in accordance with this Article.

v. The Employee may request that accrued sick leave be used during the period prior to or after delivery that is covered by the physician's statement.

6. An Employee may request leave for purposes of child care following childbirth, but such leave shall be combined with the leave of absence for maternity purposes and is limited to a maximum of six (6) months total.

Such leaves of absence shall be approved at the discretion of the Employer and based on the needs of the agency. Such requests shall be administered in a non-discriminatory fashion and shall not be unreasonably denied.

Section 20.2 Leaves with Pay

Employees may be granted the following types of paid leave of absence:

A. Court Leave.

The Employer shall grant full pay where an Employee is summoned for any jury duty, or subpoenaed as a witness in a proceeding in which he has no personal interest and is outside the scope of his employment, by any court or other adjudicatory body as listed in this Article. All compensation for such duty must be reimbursed to the department unless such duty is performed outside of normal working hours. An Employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board Hearings. The Employer is not required to pay Employees when appearing in court for criminal or civil, or administrative proceedings, when

the case is being heard in connection with the Employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other matters in which the Employee has a direct or indirect personal interest, etc. There absences would be leave without pay, vacation, or compensatory time at the discretion of the Employee. An Employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave.

All Employees who are members of the Ohio National Guard, The Ohio Defense Corps, the State or Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties, and to their regular rate of pay and their Military base rates of pay, for such time as they are in military service on field training or active duties for periods not to exceed a total of one hundred seventy-six (176) hours in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of emergency.

C. Paternity Leave.

Leave for male Employees may be deducted from sick leave for care of the Employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of forty (40) consecutive hours. Written requests for this purpose must be submitted to and approved by the Employer.

D. Injury Leave.

Any Employee who is disabled because of an injury suffered in the actual performance of law enforcement activities on behalf of the Sheriff, and which injury arises out of the performance of law enforcement activities and is of such a nature that would not occur to the general population, shall receive paid injury leave for absences due to the injury, which shall not be deducted from sick leave. Injury leave shall not be available until after the disability has extended beyond fifty-six (56) hours. The first fifty-six (56) hours of absence shall be charged to sick leave. Injury leave shall be available during a period of six (6) months from the date of injury. After six (6) months from the date of injury, absences due to such injury shall be charged to sick leave. An Employee requesting injury leave shall upon request by the Sheriff submit to an examination by the county physician who shall determine the extent of the disability. Granting of injury leave is contingent upon the Employee filing for workers compensation and reimbursing the county with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay.

E. Bereavement Leave

If a death occurs among members of the Employee's family, such Employee shall be granted twenty-four (24) hours funeral/bereavement leave, consecutive and contiguous to the

death, without loss of pay, sick leave, benefits, days off, holidays, or vacation time, provided that the leave may be extended with accrued sick leave within the discretion of the Sheriff, based on individual circumstances. The immediate family for bereavement purposes is defined as only; mother, father, brother, sister, child, step-child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stood in the place of a parent.

ARTICLE 21. SEVERANCE

Section 21.1 All full-time bargaining unit Employees who are at the time of retirement from active service with the Employer and have ten (10) years of service with the Employer, are entitled to convert accrued, but unused, sick leave credits to cash at the following rates:

A) All unused sick leave credits earned and credited prior to January 23, 1984 by an Employee employed with the Clermont County Sheriff's Department shall be converted at one hundred percent (100%) of the value of the accrued but unused credits.

B) All unused sick leave credits earned and credited on and after January 23, 1984 shall be converted at one fourth (1/4) the value of the accrued credits. The aggregate value of the accrued but unused credits shall not exceed the value of four hundred (400) hours of accrued but unused sick leave.

Section 21.2 Upon the death of an Employee, all unused sick leave for which the Employee would otherwise have been qualified upon retirement will be paid in accordance with Section 2113.04 of the Ohio Revised Code, or paid to the Employee's estate.

ARTICLE 22. EQUIPMENT/CLOTHING

Section 22.1 The Employer shall supply at no cost to the Employee all equipment and uniforms required by the Employer.

Section 22.2 The Employer shall provide and pay for all necessary cleaning of uniforms.

Section 22.3 All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an Employee, be returned to the Employer prior to the issuance of any financial compensation to the Employee. If an Employee loses, through neglect, any issued item, the Employee shall replace the item, or at Employee's option pay for the item at current replacement value.

Section 22.4 Where an Employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work, provided such damage was not the result of willful misuse or negligence on the part of the Employee, the Employer shall reimburse the Employee for the cost of necessary repairs or replacement up to a maximum of one hundred dollars ($100.00) per year, but no more than fifty dollars ($50.00) per year for jewelry items. The Employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. The Employer shall have the right to decide if property is to be repaired or replaced. Any court ordered restitution, up to the amount paid under this section shall be remitted to the Employer. The Sheriff shall have the authority to pay more than the limits of this provision if circumstances warrant.

Section 22.5 In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral appliances, which occurs in the active discharge of an Employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement.

Section 22.6 The Sheriff will replace Uniform items as needed. The department will also replace handcuffs and standard batteries, as needed, in a fashion to control the issuance of such items. If the Sheriff provides rechargeable flashlights for patrol cars, he may discontinue providing flashlight batteries.

Section 22.7 Due to potential changes in firearms issued, the Employer will replace those safety holsters already in use, by attrition/deterioration.

Section 22.8 Members assigned to plain clothes shall receive additional compensation as a clothing allowance at the rate $600.00 per year, payable quarterly in the amount of $150.00.

Section 22.9 Members temporarily assigned to a plain clothes duty shall be entitled to a prorated clothing allowance after thirty (30) calendar days in the plain clothes assignments. The allowance shall be prorated at $2.32 per work day during the temporary assignment, and shall be retroactive to the first day of the assignment.

ARTICLE 23. COURT TIME/CALL-OUT TIME

Section 23.1 Whenever an Employee is required to appear during off-duty time before any official court or before the Prosecutor for pretrial conferences on matters pertaining to or arising from the Employee's official duties, the Employee shall receive a minimum of three (3) hours pay at the Employees overtime rate of pay. If an Employee appears before a court or the Prosecutor for more than three (3) hours, or is required to make more than one appearance during any given off-duty day, such excess time or additional appearances shall be paid as overtime, if the Employee otherwise qualifies for overtime within the activity period.

Section 23.2 An Employee called in to work at a time outside of his regularly scheduled shift, which call-out does not abut his regularly scheduled shift, shall receive a minimum of three (3) hours pay at the Employee's overtime rate of pay. All time in excess of the first three (3) hours shall be paid at the appropriate rate.

ARTICLE 24. TRAVEL REIMBURSEMENT

Section 24.1 Employees, when so authorized by the Employer, shall receive compensation at the current IRS rate per mile, or in accord with county policy, whichever is greater, for use of their personal vehicles on authorized business and where no other reimbursement for such authorized use of their personal vehicles has been arranged by administrative policy or directive.

Section 24.2 An Employee who is required to use his personal vehicle on Sheriff's Department business because a departmental vehicle is not available, shall be reimbursed for damage to his personal vehicle as a result of such use in an amount equal to his personal automobile insurance deductible but not to exceed five hundred dollars ($500.00).

ARTICLE 25. TRAINING

Section 25.1 All training required of an Employee by the Employer shall be paid for by the Employer. All required training shall be counted as time worked, including driving time to and from a training site other than in county departmental training sites. On multiple day training sessions where the Employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or to the county from the site shall be counted as regular work days, not to exceed eight (8) hours.

Section 25.2 Each full-time bargaining unit Employee must satisfactorily complete one (1) firearms qualifications per year.

Section 25.3 The Employer shall pay for all necessary lodging, travel expenses, materials, tuition, and fees for all training, if such costs are approved by the Sheriff or his designee in writing in advance of such training.

Section 25.4 An Employee may engage in self-initiated training at the Employee's expense and remain in regular work status for the work day (not to exceed eight hours) with the prior written approval of the Sheriff or his designee.

ARTICLE 26. NO STRIKE/NO LOCKOUT

Section 26.1 The Employer and the CCDSA recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances.

Section 26.2 The CCDSA and the Employees agree that there shall be no strikes of any kind. The term "strike", shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C., and includes any effort to use sick leave for the purpose of withholding services. Any Employee who abstains from the performance of his or her assigned duties in a normal manner without permission, shall be presumed to have engaged in such a strike. In the event that any Employee is engaged in any violation of this Article, the CCDSA shall, upon notification by the Employer, immediately order such Employees to resume normal work activities and shall publicly denounce any violation of this Article.

Section 26.3 The CCDSA, its officers, agents, representatives, members and all other Employees covered by this Agreement shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike. Any strike of the Employees entered into, or any strike called for by the CCDSA shall constitute a breach of this Agreement and shall abrogate the obligations of the county under this Agreement. In addition, to any rights which the county might have under Ohio law, the county shall have the right to impose discipline up to and including discharge for any Employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike. In the event of a strike, CCDSA

officers and representatives shall continue to carry out their duties as Employees and will take positive action to bring the strike to an end.

Section 26.4 During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit Employees.

ARTICLE 27. HEALTH AND SAFETY

Section 27.1 The Sheriff will make every effort to maintain equipment in a safe and healthful condition. No Employee shall be required to exercise his/her duties with unsafe equipment. Unsafe equipment is defined as that which is in such a condition of damage or disrepair that it will no longer safely perform the function for which it was intended. This provision shall not apply to any equipment owned or maintained by the Employee as the Employee is required to maintain his/her personal equipment in an operable and safe fashion.

Section 27.2 The CCDSA and/or the individual Employee may raise safety issues with their immediate supervisors. If the immediate supervisor does not respond within a reasonable amount of time, as determined by the degree of danger, the matter may be presented to the Lieutenant.

Section 27.3 This provision is not applicable to those activities or events which are an inherent part of law enforcement responsibilities. Employees must comply with all safety rules and regulations.

ARTICLE 28. SEVERABILITY

Section 28.1 This Agreement supersedes and replaces all pertinent statutes, rules, and regulations which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 28.2 The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 29. IN CASE OF EMERGENCY

Section 29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Clermont County Sheriff, or the Federal and State Legislature, or where events such as acts of God affect the safety and health of the citizens of Clermont County, the following conditions of this Agreement shall automatically be suspended:

A) Time limits for processing grievances.

B) All work rules and/or agreements and practices relating to the assignment of all Employees.

Section 29.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 30. MID-TERM BARGAINING

Section 30.1 The Employer agrees that conditions of employment relating to wages, hours of work and working conditions not expressly covered by the agreement which are mandatory subjects of bargaining as defined by law may not be changed unless the CCDSA is first given notice of the proposed change and an opportunity to bargain regarding the decision and/or effects of the decision on bargaining unit Employees as that bargaining obligation is defined by law.

ARTICLE 31. CONTRACT REOPENER

Section 31.1 During the term of this agreement, each party waives any and all rights to request the other party to negotiate on any subject addressed in this agreement, except to the extent this agreement specifically provides otherwise.

ARTICLE 32. PHYSICAL ABILITIES TESTING

Section 32.1 Bargaining unit Employees shall participate in a Physical Abilities Testing program in accordance with the Sheriff's policy on Physical Abilities Testing. The policy may be subject to change for valid reasons following official notification to the CCDSA who may file a demand to bargain the effects of such changes on the bargaining unit Employees. A copy of the program shall be appended to this agreement.

Section 32.2 The Employer agrees to comply with the Americans with Disabilities Act, and shall defend, indemnify and hold harmless the CCDSA; agents, officers and employees of any of the aforementioned against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of Physical Abilities Testing, specifically including, but not limited to, any costs arising from an action in any court or administrative agency. This section shall not apply to any action brought by the CCDSA or any affiliate.

Section 32.3 Bargaining unit Employees shall be notified in writing of their Physical Abilities Test score upon completion of the test or as soon thereafter as is practical.

Section 32.4 An employee who is exempt under Section 32.7 below, or for any other reason set forth in this Article, shall be required to engage in a fitness program provided such program is approved by the employee's physician.

Section 32.5 Bargaining unit Employees shall be tested once a year according to a schedule established by the Sheriff and provided to the CCDSA and the Employees ten (10) days prior to the testing date.

Section 32.6 Physical Abilities Test performance scores shall not be used as a criteria for promotions or special assignments, except in cases where it is reasonably determined that the candidate must possess a unique physical standard that is germane to that position.

Section 32.7 If an Employee provides to the Employer a written statement from a licensed physician stating that participation in all, or any part, of the Physical Abilities Test will be detrimental to the Employee's health, the Employee shall not be required to participate in the prohibited part(s) of the Physical Abilities Testing procedures.

Section 32.8 An Employee requesting an exemption from all, or any part, of the Physical Abilities Test, by providing a written statement from a licensed physician, may at the sole discretion of the Employer, be required to submit to a physical examination by a licensed physician selected by the Employer, at the Employer's expense.

Section 32.9 An employee who is exempted from all, or any part, of the Physical Abilities Test shall not be placed on leave, whether paid or unpaid, solely by reason of such exemption.

Section 32.10 An employee who is exempted from all, or any part, of the Physical Abilities Test shall upon request from the Employer, give the Employer a medical information release

authorization which will allow the Employer to obtain information, from the licensed physician issuing the written statement, describing the medical or physical condition of the Employee, and how such condition relates to the Physical Abilities Test, or any particular part of such test, in such a way as to make participation in the test, or any part thereof, detrimental to the Employee's health. All information received by the Employer shall be confidential and maintained separately from the Employee's personnel file.

Section 32.11 An Employee shall provide the Employer a medical clearance from the Employee's physician on a form provided by the Employer. The form shall be updated not less than every two years. The form shall describe the tests the employee will be required to undergo.

Section 32.12 During the testing process, any Employee, who exhibits, or complains of any condition which suggests that further participation in the testing process may be detrimental to the Employee's health, shall not be required, or permitted, to continue in the testing process. The Employer, at the Employer's sole discretion, or at the request of the Employee, may transport the Employee to a licensed physician, or emergency care facility, for immediate attention, or if immediate attention is not deemed necessary, the Employer may require the Employee to provide a new medical clearance. The cost of any emergency or immediate medical attention shall be paid by the Employer.

Section 32.13 An Employee who fails to achieve a satisfactory level of physical fitness may be subject to administrative action. An Employee shall be deemed physically fit for the positions of Deputy and Court Services Deputy if the Employee achieves the minimum passing score on the

test adopted by the Sheriff as part of the Physical Abilities Testing program. The Sheriff may deem an employee unfit for duty for physical reasons, if the Employee does not achieve the minimum passing score on the test at the conclusion of the retest periods set forth below.

Section 32.14 After the first failure to achieve a minimum passing score on the Physical Abilities Test, an Employee shall be tested again after not less than ninety (90) nor more than one hundred ten (110) days, provided that an Employee may after fourteen (14) days after the first failure, be retested at the Employee's written request. An Employee requesting retesting shall be tested within fourteen (14) days after the written request. An Employee passing a mandatory, or requested retest, shall not be tested again until the next regularly scheduled test for that Employee. An Employee who fails a retest which the Employee requested shall not be subject to administrative action because of such failure.

Section 32.15 An Employee who fails the first required retest (after not less than ninety (90) days nor more than one hundred ten (110) days) shall be issued a counseling letter suggesting how the Employee could improve test performance, and shall be tested again not less than sixty (60) days later. An Employee failing a second retest shall be issued a warning letter advising the Employee that should the Employee fail the next scheduled retest the Employee may be deemed unfit for duty for physical reasons and may be separated from the Sheriff's service.

Section 32.16 Counseling letters and written warnings received for a failed Physical Abilities Test shall not be recorded as disciplinary action. These entries shall be recorded only as notices to the Employee and shall not be used as part of any future progressive discipline.

Section 32.17 An Employee receiving a written warning after failing the second retest shall be tested not less than thirty (30) days later. If the Employee fails to pass the Physical Abilities Test after the thirty (30) day period, the Employee may be deemed by the Sheriff to be physically unfit to perform the duties of the positions of Deputy or Court Services Deputy and may be separated from the Sheriff's service for physical ability reasons.

Section 32.18 Notwithstanding any other provision of this Article, nothing shall restrict the right of the Sheriff to remove an Employee from employment if the Employee is unable to perform the essential functions of the position, with or without reasonable accommodation. The separation of any Employee for physical ability reasons shall be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 32.19 Employees who qualify shall receive a Physical Abilities Testing incentive bonus based upon their individual test score and the following schedule:

Performance

1. Test score of 37 seconds to 33 seconds inclusive: $100.00.

2. Test score of 32 seconds or less: $200.00.

Improvement

1. A reduction of 8 seconds or better from the Employee's last passing annual test score: $150.00.

This incentive bonus applies to the Employee's annual test only, and not to retests. The incentive bonus shall be paid to the Employee during the pay period immediately following each test. An Employee may receive only one incentive bonus.

ARTICLE 33. CANINE UNIT

A member assigned to the canine unit shall be granted eight (8) hours duty free time for the care and training of the dog, during the member's regular bi-weekly work period. The Employer commits to work towards a consistent training program for both of the canines.

ARTICLE 34. INVESTIGATIONS AND DRUG UNIT

Section 34.1 Members assigned to the Investigations Unit and the Drug Unit shall receive in addition to their regular hourly rate, additional compensation as special assignment pay, the amount of $.27 per hour for all hours worked in the assignment.

Section 34.2 Members temporarily assigned to the Investigations Unit or the Drug Unit shall be entitled to special assignment pay after thirty (30) calendar days in the assignment. Payment shall be retroactive to the first day of the assignment.

ARTICLE 35. DRUG/ALCOHOL TESTING

Section 35.1 Drug testing may be conducted on employees during their duty hours upon reasonable suspicion or randomly by computer selection. Alcohol testing will be conducted only upon reasonable suspicion.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

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

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

D. Information provided either by reliable and credible sources or independently corroborated;

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

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

Section 35.2 Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

Section 35.3 All drug screening tests shall be conducted by laboratories meeting the standards of the Substance Abuse and Mental Health Service Administration. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control and split sample testing. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 35.4 Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 35.5 The results of the testing shall be delivered to a specified employee of the Employer with command responsibility and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 35.6

A. If a drug screening is positive, a confirmatory test shall be conducted utilizing the fluid from the primary sample.

B. In the event that any confirmation drug results are positive, the employee is entitled to have the split sample tested by another DHHS-certified lab in the manner prescribed above at the employee's expense. The employee must request the split sample test within seventy-two (72) hours of being notified of a positive result. The results of this test, whether positive or negative, shall be determinative.

Section 35.7 A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer. The Employer shall obtain the approval of the bargaining unit representative as to any laboratories put on this list, which approval shall not be unreasonably withheld.

Section 35.8 If after the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance/alcohol, the employee shall be returned to his/her former position. Such employee may be subject to a periodic retesting upon his/her return to his/her position for a period of one (1) year from the date of his/her return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 35.9 If the employee refuses to undergo rehabilitation or detoxification, or if he/she tests positive during a retesting within one (1) year after his/her return to work from such a program, the employee shall be subject to disciplinary action, including removal from his/her position and termination of his/her employment.

Section 35.10 Cost of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 35.11 The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 35.12 The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 36. ROAD PATROL SHIFTS

Section 36. 1 Deputies assigned to road patrol shall have a limited right to select the shift hours to which the member desires to be assigned.

Section 36.2 For each shift established for the road patrol, sixty percent (60%) of the non-supervisory positions on each shift shall be subject to shift selection. If the number of positions on a shift is not an even number, an additional position shall be subject to shift selection.

Section 36.3 Shift selection shall be made in accordance with a member's seniority as an employee of the Clermont County Sheriff.

Section 36.4 In December and May of each year, the Sheriff shall post the number of positions on each shift of the road patrol that are subject to shift selection. Members shall have twenty days following the date of posting to submit a shift preference.

Section 36.5 The Sheriff shall determine the date shift changes shall take effect which shall be not less than ten, nor more than thirty, days after the shift selection period has closed.

Section 36.6 The Sheriff, in his sole discretion, shall assign personnel to the positions on each shift not filled by seniority selection.

Section 36.7 Members who hold a shift as a result of seniority selection shall remain on the shift selected until the next shift selection posting and assignment, subject to the removal provisions of 36.8, below.

Section 36.8 The Sheriff shall have the right to reassign a member, who holds a shift by seniority selection, to meet a specific operational need of the department, reduced to writing. Members holding a position by seniority selection may not be removed for disciplinary reasons or for reasons which are arbitrary or capricious.

Section 36.9 The provisions of this Article apply exclusively to the shift hours an employee works. Nothing in this Article limits the right of the Sheriff to assign, remove from an assignment, or reassign a member to an operational section other than road patrol, irrespective of the member's seniority, and irrespective of whether the reassignment changes the member's shift.

Section 36.10 Employees who are assigned to work under a contract shall be permitted to bid for their preferred shift under the procedure set forth in this Section, but only within their assigned contract, and seniority shall govern only within the pool of employees of that rank assigned to that contract.

ARTICLE 37. DURATION

This Agreement shall be effective upon ratification, and shall remain in full force and effect until midnight December 31, 2014. Should either party desire to terminate or modify this Agreement, they shall give written notice to the other party not later than sixty (60) days prior to December 31, 2014.

IN WITNESS WHEREOF, the parties have, through their authorized representatives, entered into this Agreement this 18th day of April, 2013.

FOR THE CLERMONT COUNTY SHERIFF:

ASSOCIATION:

Sheriff A.J. Rodenberg

FOR THE CLERMONT COUNTY DEPUTY SHERIFF'S

Stephen S. Lazarus
Hardin, Lazarus & Lewis, LLC

Deputy Duyane Ernst

Deputy Doug Scott

Deputy Steve Singleton

APPROVED AS TO FORM:
D. VINCENT FARIS, PROSECUTOR
CLERMONT COUNTY, OHIO

BY: _____
Assistant Prosecutor

DATE: 4-12-13

MEMORANDUM OF UNDERSTANDING
REGARDING TWELVE HOUR SHIFT

The Sheriff acknowledges that the current practice in his office is to schedule a majority of persons assigned to road patrol to a regular twelve hour shift, adjusted only to maintain a fixed number of hours, in a twenty-eight day period.

The Sheriff and the CCDSA understand and agree as follows:

1. The Sheriff shall, for the term of the Agreement to which this Memorandum is attached, continue the current practice regarding twelve hour shifts.

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