13-CON-03-0347
0347-03
K30744
05/12/2014

AGREEMENT

Between

THE CLERMONT COUNTY SHERIFF

and

THE

CLERMONT COUNTY CORRECTIONS ASSOCIATION

Corrections Officers

February 17, 2013 through February 14, 2015

TABLE OF CONTENTS

ARTICLE 1. PREAMBLE....1
ARTICLE 2. CCCA RECOGNITION....2
ARTICLE 3. CCCA SECURITY....3
ARTICLE 4. CCCA REPRESENTATION AND UNION BUSINESS....6
ARTICLE 5. NON-DISCRIMINATION....8
ARTICLE 6. MANAGEMENT RIGHTS....9
ARTICLE 7. GRIEVANCE PROCEDURE....11
ARTICLE 8. DISCIPLINE....14
ARTICLE 9. PERSONNEL FILE....18
ARTICLE 10. PROBATIONARY PERIOD....20
ARTICLE 11. SENIORITY....21
ARTICLE 12. LAYOFF AND RECALL....23
ARTICLE 13. HOURS OF WORK AND OVERTIME....25
ARTICLE 14. WAGES....27
ARTICLE 15. HEALTH INSURANCE....28
ARTICLE 16. HOLIDAYS....29
ARTICLE 17. VACATIONS....31
ARTICLE 18. SICK LEAVE....33
ARTICLE 19. PAID ABSENCE DAYS....36
ARTICLE 20. LEAVES OF ABSENCE WITHOUT PAY....37
ARTICLE 21. LEAVES OF ABSENCE WITH PAY....40
ARTICLE 22. SEVERANCE....42
ARTICLE 23. EQUIPMENT/CLOTHING....43
ARTICLE 24. COURT TIME/CALL-OUT TIME....44
ARTICLE 25. TRAVEL REIMBURSEMENT....45
ARTICLE 26. TRAINING....46
ARTICLE 27. NO STRIKE/NO LOCKOUT....47
ARTICLE 28. HEALTH AND SAFETY....48
ARTICLE 29. SEVERABILITY....49
ARTICLE 30. IN CASE OF EMERGENCY....50
ARTICLE 31. MID-TERM BARGAINING....51
ARTICLE 32. CONTRACT RE-OPENER....52
ARTICLE 33. LABOR/MANAGEMENT DISCUSSION MEETINGS....53
ARTICLE 34. FUNERAL LEAVE....54
ARTICLE 35. TUITION REIMBURSEMENT....55
ARTICLE 36. PHYSICAL ABILITIES TESTING....Error! Bookmark not defined.
ARTICLE 37. DRUG/ALCOHOL TESTING....57
ARTICLE 38. FIELD TRAINING OFFICER PAY....61
ARTICLE 39. SHIFTS....62
ARTICLE 40. DURATION....63

ARTICLE 1. PREAMBLE

Section 1.1. Purpose.

This agreement, entered into by the Clermont County Sheriff, hereinafter referred to as the "Employer", and the Clermont County Corrections Association hereinafter referred to as the "CCCA" or Union has as its purpose the following:

A. 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.

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

ARTICLE 2. CCCA RECOGNITION

Section 2.1 Sole and Exclusive Representative

The Employer recognizes the CCCA 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 Corrections Officer as certified by the Ohio State Employment Relations Board in case number 08-REP-06-0098, dated September 12, 2008.

Section 2.2. Exclusion from Bargaining Unit

All persons not classified as Corrections Officers, all Deputy Sheriffs, Investigators, and Sergeants are specifically excluded from the bargaining unit.

ARTICLE 3. CCCA SECURITY

Section 3.1. Dues and Fees to be Deducted

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

Section 3.2. Dues Authorization Necessary

The Employer agrees to deduct regular CCCA 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 to the Employer's fiscal officer. Upon receipt of the proper authorization, the Employer will deduct CCCA 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. Fair Share Fee

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 CCCA, including employees who resign from membership in the CCCA after the effective date of this Labor Agreement, shall pay to the CCCA, 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 CCCA, nor shall the fair share fee exceed the dues paid by members of the CCCA in the same bargaining unit. The CCCA 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. Remittance to the CCCA

The Employer agrees to remit the dues/fees deducted from the eligible bargaining unit Employees' pay, in accordance with this Article, to the offices of Hardin, Lazarus, Lewis & Marks LLC at 30 Garfield Place, Suite 915, Cincinnati, Ohio 45202 or such address as set forth by the CCCA from time to time, once each month for the duration of this agreement.

Section 3.5. Indemnification

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of CCCA dues/fees. The CCCA 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 CCCA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the CCCA.

Section 3.6. Relief from Making Deduction

The Employer shall be relieved from making such individual dues/fees "check off" deductions upon an Employee's wages for the following reasons:

(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 checkoff authorization in accordance with Section 3.9 below;
(6) resignation of the Employee from the CCCA.

Section 3.7. Sufficient Wages Needed for Deduction

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 CCCA dues/fees.

Section 3.8. Errors in Processing of Deductions

The parties agree that neither the Employees nor the CCCA 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 CCCA dues/fees deduction would normally be made by deducting the proper amount.

Section 3.9. Notification to Employer of Deduction Amount

The rate at which dues/fees are to be deducted shall be certified to the payroll clerk by the CCCA once 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. Authorization for Dues Deduction to be Honored

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. CCCA REPRESENTATION AND UNION BUSINESS

Section 4.1. Non-Employee Representatives May be Admitted

With prior approval, non-employee representative(s) of the CCCA shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Representatives shall not have access to cell blocks, central control, or cell block control areas.

Upon arrival, the CCCA representative shall identify himself to the Employer or the Employer's designated representative.

Section 4.2. Employee Representatives

The Employer shall recognize one (1) Employee, and two (2) alternates, designated by the CCCA to act as CCCA Associate for the purpose of representation as outlined under this Agreement. No Employee shall be recognized by the Employer as an CCCA Associate until the CCCA has presented the Employer with written certification of that person's selection. Not more than one associate shall be released from duty at any time, except for negotiations, to attend to CCCA business.

Section 4.3. Rules Governing CCCA Representatives and Associates

Rules governing the activity of CCCA representatives and Associates are as follows:

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

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

3) The CCCA Employee official shall cease unauthorized activities immediately upon the request of the Sheriff.

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

5) The CCCA 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, if on duty, shall return to duty upon completion of the negotiation meeting. The CCCA may substitute an alternative representative for a member of the negotiation committee.

Section 4.4. Bulletin Board.

The Employer agrees to provide bulletin board space in the roll call room or other suitable location for use by the CCCA. The CCCA 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 with prior approval of the Sheriff; other official CCCA 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 CCCA Associate. The bulletin board shall be maintained in a neat and orderly manner.

Section 4.5. Confidentiality of Statements Made to CCCA Representative

Any oral statement made by a bargaining unit member to his CCCA representative shall not be subject to compulsory disclosure. This section shall not apply to disclosures of criminal activities made to an CCCA representative who is an employee of the Clermont County Sheriff.

Section 4.6. Attendance at CCCA Functions

The Employer shall make reasonable provisions for authorizing vacation leave, holidays or the use of accrued overtime for the member to attend CCCA functions. Nothing in this provision shall require the Employer to alter existing leave policies.

ARTICLE 5. NON-DISCRIMINATION

Section 5.1. No Interference by the Employer

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

Section 5.2. No Interference by the Union

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

Section 5.3. Joint Agreement Not to Discriminate

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

Section 5.4. Gender Reference

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. Rights of the Employer.

Except where the parties have specifically set forth in this Agreement, the Sheriff shall retain all rights imposed upon him by law, to carry out the administration of the Department and the government of the County. The right to manage shall include, but not be limited to:

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

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

C) The right to purchase equipment, materials or services. Should the Employer have the need to contract out or sub-contract out for services, the Employer shall notify the Union ninety (90) calendar days before such action of such intention and shall meet with the Union within (10) calendar days of the notice, to attempt to negotiate an alternative to contracting out or sub-contracting out.

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

E) The right to make reasonable rules and to regulate the Department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the Department in regard to any matter. Rules shall not be inconsistent with any provision of 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.

G) The right to determine equipment to be used, the processes, techniques, methods and means of operation, schedules of shifts and working hours, and the right to establish standards of performance; to

establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of employees. Such actions shall not be inconsistent with any provision of this Agreement.

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

I) The right to assign to shifts and duties.

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

K) The right to schedule overtime work as required.

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

Section 6.2. Modification or Limitation of Rights.

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

ARTICLE 7. GRIEVANCE PROCEDURE

Section 7.1. Grievance Defined.

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 suspension, removal, reduction in pay, position or rank.

In cases of discipline not involving loss of pay, if an Employee disagrees, he/she may write a memorandum to the Employer or his designee explaining his/her position and why he/she disagrees with that discipline. If the Employer or designee agrees with the Employee, the discipline shall be removed from the Employee's file. If the Employer does not agree with the Employee, the Employer shall attach the Employee's memorandum to the discipline and keep both of them in the Employee's file.

Section 7.2. Timely Processing of Grievances.

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. Grievance Procedure.

It is the mutual desire of the Employer and the CCCA 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 CCCA 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. Immediate Supervisor.

In order for an alleged grievance to receive consideration under this procedure the grievant, with an appropriate CCCA representative, if the former desires, must identify the alleged grievance in writing to his 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. The immediate supervisor shall schedule a meeting within seven (7) calendar days after receipt of the grievance, with the grievant and his representative. The immediate supervisor shall investigate and respond in writing to the grievant and/or CCCA representative within seven (7) calendar days following the meeting.

Step 2. Corrections Chief.

If the grievance remains unsettled, it may be presented within seven (7) calendar days after the immediate supervisor's response to the Chief in charge of Corrections. The Chief shall schedule a meeting between the parties within (10) calendar days. The Chief shall have seven (7) calendar days following the meeting in which to respond.

Step 3. Arbitration.

Within fourteen (14) calendar days of receipt of the response at Step 2, if the grievance is not resolved to the satisfaction of the grievant, the grievant may file, with approval of the CCCA, a request for arbitration. Within ten (10) calendar days of a request for arbitration, a representative of the CCCA and the Sheriff or his designee shall attempt to mutually agree to an arbitrator. Should the CCCA and the Sheriff fail to agree to an arbitrator, the arbitrator shall be selected in the following manner:

A. The CCCA shall request from the American Arbitration Association or other service that is mutually agreed to by the parties, a panel list of seven (7) arbitrators from Ohio.

B. 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), CCCA, and the Employer. The costs of the services of the arbitrator, if any, shall be paid

equally by the Employer and the CCCA. Nothing in this Section prevents the CCCA from seeking enforcement of any arbitration decision in a court of competent justification, 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. The arbitrator shall have authority to determine the arbitrability of the matter during the same hearing that is held on the merits.

C. Nothing in this Article or Section shall prevent the parties from mutually agreeing on an Arbitrator prior to beginning the selection procedures outlined in (A) above.

Section 7.4. Class Action Grievance.

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.

Section 7.5. Disciplinary Grievance.

A disciplinary matter which has proceeded through the pre-disciplinary conference may be grieved directly to step three (3) of the grievance process.

ARTICLE 8. DISCIPLINE

Section 8.1. Just Cause Needed to Discipline.

The tenure of every bargaining unit Employee of the Clermont County Sheriff's Office 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.

Section 8.2 Forms of Disciplinary Action.

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[1];

D) Suspension without pay;

E) Demotion;

F) Discharge from employment;

Section 8.3. Anonymous Complaint.

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

Section 8.4. Discipline to be in a Businesslike Manner.

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.

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[1] May be imposed by the Sheriff only with the concurrence of the penalized Employee.

Section 8.5. Investigations of Employee Misconduct.

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 Office 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 8.6. Notification of Investigation Status.

Employees who have been notified that they are the subject of possible disciplinary action shall be informed every thirty (30) days whether or not the investigation is continuing and whether or not discipline is still pending. This provision does not require the Sheriff to disclose to any employee that he or she is the subject of any investigation.

Section 8.7. Pre-Disciplinary Conference to be Held.

Whenever the Employer or his designee determines that an employee's conduct may warrant disciplinary action (suspensions, demotions, or discharge only) 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 relieved from duty with pay during the pendency of a predisciplinary conference. Predisciplinary conferences shall be scheduled within a reasonable period of time after the conclusion of any investigation.

Section 8.8. Notice of Pre-Disciplinary Conference.

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 8.9. Questioning During the Pre-Disciplinary Conference.

At the pre-disciplinary conference, the Employer or his designee will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee in the notice of the pre-disciplinary conference prior to the questioning. The employee shall be notified that failure to respond or responding untruthfully may result in further disciplinary action.

Section 8.10. Rights of the Employee at the Pre-Disciplinary Conference.

At the pre-disciplinary 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 an CCCA representative(s). 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 (required).

Section 8.11. Polygraph Examination.

The results of a polygraph examination shall not be used in the disciplinary hearing without corroborating evidence. Drug and alcohol screening shall be done in accordance with Article 36.

Section 8.12. Grieving a Discipline Action.

Disciplinary actions may be appealed through the grievance procedure in accordance with the Grievance Procedure Article unless the employee has waived his right of appeal pursuant to Section 8.7.

In cases of discipline not involving loss of pay, if an Employee disagrees, he/she may write a memorandum to the Employer or his designee explaining his/her position and why he/she disagrees with that discipline. If the Employer or designee agrees with the Employee, the discipline shall be removed from the Employee's file. If the Employer does not agree with the Employee, the Employer shall attach the Employee's memorandum to the discipline and keep both of them in the Employee's file.

ARTICLE 9. PERSONNEL FILE

Section 9.1. Personnel Files May be Inspected.

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.

Section 9.2. Unfavorable and Anonymous Materials.

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. Retention of Discipline Records.

Records of discipline shall cease to have force and effect and shall, upon request from the Employee be removed from an Employee's personnel file, provided no intervening discipline has occurred according to the following:

Verbal warnings or any written entry that the employee engaged in any inappropriate behavior.	six (6) months from the date of issuance
Written reprimands	twelve (12) months from the date of issuance
Suspensions	
of less than five (5) days	two (2) years from the date of issuance
of five (5) days or more	three (3) years from the date of issuance

Section 9.4. Compliance with Public Records Laws.

Nothing in this article shall restrict the Sheriff's compliance with Ohio Public Records Laws. The Sheriff shall make every effort to notify an employee of a request to review an employee's personnel file.

Section 9.5. Personnel Files and Grievances.

Should any document of the Employee's personnel file be the subject of a grievance, the CCCA, 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. Removing Inaccurate Documents.

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.

Section 9.7. A Personnel File to be Maintained.

There shall be only one official personnel file. Nothing restricts the right of supervisors, or the county, to maintain other files relating to personnel, but such files shall not be the official personnel file.

ARTICLE 10. PROBATIONARY PERIOD

Section 10.1. Probationary Period to be Served

Any person hired into the bargaining unit or appointed as a Corrections Officer from another position shall be required to successfully complete a probationary period of one hundred eighty (180) days. The Sheriff shall have the right, solely at his discretion on an individual basis to extend a probationary period for up to an additional one hundred eighty (180) days. 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. Return to Position After Promotion.

Any bargaining unit Employee who is promoted to any position outside of the bargaining unit but within the ranks of corrections 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 Defined.

"Seniority" shall be based on the uninterrupted length of continuous service in classification 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. Seniority During Probation Period.

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 11.3. Order of Seniority.

Whenever two (2) or more employees have the same hire date, the order of seniority shall be determined by lottery selection. The names of all employees having the same hire date will be drawn at random, one (1) name at a time until all names are drawn. The order of selection shall determine the order of seniority, with the employee whose name is drawn first having the greater seniority. Lottery selection will be made by the Sheriff or his representative in the presence of a union representative.

Section 11.4. Break in Seniority Defined.

Seniority is broken when an employee:

A) Is discharged for cause;

B) Is laid-off and not recalled within a twenty-four (24) month period from the date of layoff;

C) Is off the payroll for ninety (90) days, except approved leave of absence, military service, or resignation, if reinstated within one (1) year.

Section 11.5. Approved Leave of Absence.

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 11.6. Application of Seniority.

Seniority shall govern layoff and recall as well as the granting and selection of holidays, vacation, personal days, paid leave and in accordance with the provisions of this Agreement.

ARTICLE 12. LAYOFF AND RECALL

Section 12.1. Notification of Layoff.

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. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less as soon as possible.

Section 12.2. Order of Layoff.

Except as provided in subsection 12.2.2 layoffs in the bargaining unit shall be in inverse order of seniority in classification, with the least senior employee being laid off first.

12.2.2 If a layoff occurs during the period of February 17, 2013 and February 14, 2015 and if the layoff would result in the reduction of the number of female Corrections Officers below twelve (12) females, the Employer may skip over a female Corrections Officer and layoff the next most senior male Corrections Officer and retain a less senior female Corrections Officer.

Section 12.3. Recall.

Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff. 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.

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. Reporting for Duty After Being Recalled.

The laid off 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 (5) days, or failing to report for duty within fourteen (14) days of receipt of the recall notice shall be removed from the recall list and be deemed to have resigned.

Section 12.6. Seniority for Layoff and Recall.

For the purpose of Sections 12.3 and 12.4 of this Article, seniority shall be in accordance with Article 11, Seniority.

ARTICLE 13. HOURS OF WORK AND OVERTIME

Section 13.1 The standard work period for Employees working eight (8) hour days shall normally consist of one hundred sixty (160) hours within a twenty-eight (28) day period. The standard work period for Employees working twelve (12) hour days shall normally consist of one hundred sixty-eight (168) hours within a twenty-eight (28) day period.

Section 13.2 Employees required to work in excess of one hundred sixty (160) hours while working eight (8) hour days in a twenty-eight (28) day period, or employees required to work in excess of one hundred sixty-eight (168) hours while working twelve (12) hour days in 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. Overtime shall be paid in six (6) minute increments, to the next highest increment, after the employee works more than six (6) minutes overtime. The first six (6) minutes shall be considered unpaid time, except when overtime exceeds six (6) minutes, it shall then be paid time. Employees may elect in lieu of overtime pay to accept compensatory time up to a maximum accrual of sixty (60) hours.(Employees may cash out such comp time pursuant to the provisions of Section 17.9).

A) Approved vacation, compensatory time, holidays, personal days and paid absence 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. No employee shall be required to work overtime on two consecutive work days.

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.

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. For each day an employee is assigned to work, the Employee shall be given one point for purposes of forced overtime. When a forced overtime opportunity arises, the Employee working the preceding shift with the greatest number of points, shall be required to work four hours of forced overtime. An Employee will lose all accrued points by working a forced overtime opportunity or voluntarily working an overtime opportunity. For purposes of voluntary overtime, Employees shall be given the opportunity to work based on seniority.

ARTICLE 14. WAGES

Section 14.1

	Effective 2-17-13
Starting	16.82
After 12 Months	18.19
After 24 Months	19.71
After 36 Months	21.56
After 48 Months	22.20
After 60 Months	22.87

Section 14.2 Wages for contract year 2014 shall be determined as follows: In 2014, the Union shall have the option to reopen wages. The Union shall be required to notify the Employer in writing of its decision to reopen no later than 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 that 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.

ARTICLE 15. HEALTH INSURANCE

Section 15.1Bargaining 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. 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 CCCA 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)

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 Holiday pay shall be equal to pay for an eight (8) hour workday, or a twelve (12) hour workday if an Employee is assigned to a twelve (12) hour shift and works a twelve (12) hour shift on a holiday listed above. Employees assigned to a twelve (12) hour shift and are not scheduled to work on the holiday, and do not work on the holiday, shall receive twelve (12)hours of holiday pay for the holiday. Employees scheduled to work on a holiday who do not work the holiday shall receive holiday pay equal to their scheduled hours.

Employees not scheduled to work on a holiday as part of the Employee's regular schedule, who work on a holiday shall receive holiday pay equal to the number of hours the Employee works on the holiday, but not less than eight (8) hours holiday pay, and not more than twelve (12) hours holiday pay.

Section 16.4 All Employees shall receive holiday pay if the Employee is in active pay status on his scheduled workdays 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) hour's 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. Employees may request to receive any unpaid accumulated

holiday pay held for more than two (2) pay periods, at any time during the calendar year.

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 January 1 of each year, Employees shall be credited with one (1) personal day equal to their work hours for the day they are taking personal leave time. Employees working eight (8) hour shifts will receive eight (8) hours of personal leave time and Employees working twelve (12) hour shifts will receive twelve (12) hours of personal leave time.

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. Vacation usage must have the prior approval of the Sheriff.

Section 17.2 Vacation leave may with approval, be taken in minimum of one (1) day increments after one (1) 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 set forth herein, no vacation shall be carried over for more than three (3) years.

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. For employees hired after the effective date of this agreement, service in public agencies other than Clermont County will not be counted in determining service credit.

Section 17.7. During the first week of November of each calendar year, a vacation signup sheet will be posted for the upcoming year. All Officers entitled to vacation leave during this period will be allowed to post their vacation allotment for the upcoming year. The vacation schedule will be posted for two weeks. The approved vacation schedule for the upcoming year will be posted by December 1 of each year.

Section 17.8. The Employer approving the yearly vacation schedule shall allow one Officer per team/shift to be approved the requested week per seniority. In the event of multiple Officers requesting the same week, the Officer with the next most seniority, in addition to the most senior officer, will also be awarded the same requested week.

Section 17.9 Twice per year each employee shall have the right to convert to cash up to a total of forty hours of accrued vacation and/or comp time (up to 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.

ARTICLE 18. SICK LEAVE

Section 18.1

A) The Union recognizes that adequate staffing at the lowest cost is essential to efficient management. The Union will encourage its members to use sick leave only for its stated purpose. Employees may request sick leave for absence resulting from illness or injury as described herein. Sick leave may be requested for the following reasons:

1) Illness or injury of the Employee or a member of his or her immediate family requiring the employee's presence.

2) 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 the Employee or the health of others; and work time lost by an employee because of restriction in movement imposed by a public authority as a result of a hazardous materials incident.

3) Death of a member of the Employee's immediate family, requiring the Employee's presence.

4) Medical, dental or optical examination or treatment of the Employee or member of his or her immediate family, requiring the employee's presence and which cannot be scheduled during non-working hours.

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

B) A physician's certificate may be required when an employee has been absent more than two (2) consecutive days. The physician's certificate will be filed with the sick leave form.

C) For purposes of this policy, the "immediate family" is defined as, only; mother, father, brother, sister, child, minor stepchild 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.

D) 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.

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

F) 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.

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

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

I) 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 Employee's 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 inquiry shall be absorbed by the Employer.

1) When an Employee returns to work following an absence, such Employee shall furnish a satisfactory written statement to justify the use of sick leave (Request Form). If absence due to illness exceeds two (2) consecutive working days, 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.

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

J) 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 leave shall be considered part of the twelve (12) weeks provided under the Act.

K) The Sheriff may initiate investigations when an employee is suspected of abusing sick leave privileges. The Sheriff may require an employee to furnish a standard written statement to justify the use of sick leave, or a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Where sick leave is requested to care for a member of the immediate family, the Sheriff may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

The Sheriff may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. The Sheriff will pay for any such examination.

Section 18.2 All bargaining unit members shall be entitled to leave as provided under the Family Medical Leave Act, 29 U.S.C. 825.101 et seq. and more specifically set forth in county policy.

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 and twenty (120) consecutive calendar day period, shall be credited one paid absence day equal to their work hours for the day they are taking paid absence leave time. 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 and twenty (120) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends one hundred and 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.

ARTICLE 20. LEAVES OF ABSENCE WITHOUT PAY

Section 20.1. 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 Employee's 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.

Section 20.2. 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 Section 20.1 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 Section 20.1 above.

Section 20.3. 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.

Section 20.4. Maternity and Childbirth Leave.

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.

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

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

c. 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.

d. 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.

e. 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.

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.

ARTICLE 21. LEAVES OF ABSENCE WITH PAY

Section 21.1. 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. These 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.

Section 21.2. 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 leaves 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 two hundred (200) working 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 (1) continuous period of time.

Employees who are members of those military components listed 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.

Section 21.3. Paternity Leave.

Leave for male Employees may be deducted from sick leave for care of the Employee's wife and/or family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive days. Written requests for this purpose must be submitted to and approved by the Employer. An Employee's use of paternity leave shall not be counted as an occurrence of sick leave for any purpose, provided that the Employee requests FMLA leave for that time.

Section 21.4. Injury Leave.

An Employee who is disabled because of an injury suffered in the actual performance of duties on behalf of the Sheriff, and which injury arises out of the performance of duties 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 seven (7) work days. The first seven (7) days 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.

ARTICLE 22. SEVERANCE

Section 22.1 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 sick leave credits to cash. All unused sick leave credits earned and credited shall be converted at one fourth (1/4) of 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.

ARTICLE 23. EQUIPMENT/CLOTHING

Section 23.1 Providing Uniforms and Equipment.

The Employer shall supply at no cost to the Employee all equipment and uniforms required by the Employer with the exception of shoes. When equipment or uniforms are no longer fit for use, the Employer shall provide replacement equipment or uniforms as soon as possible after the Employee's request.

Section 23.2 Cleaning of Uniforms.

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

Section 23.3 Property of the Employer.

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. Any issued item which is lost by an Employee shall either be replaced or paid for at current market value, at the option of the Employee.

Section 23.4 Damage to Personal Property.

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. Repair or replacement of said property shall be at the Employer's option. 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 23.5. Damage to Glasses and Dental Appliances.

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.

ARTICLE 24. COURT TIME/CALL-OUT TIME

Section 24.1. Court Time.

An Employee who is required to appear as a witness in court on a scheduled off-day, to give testimony regarding matters which arise out of his on-duty activities as a Corrections Officer, shall be compensated for such appearances at the rate of time and one-half (1-1/2) his regular rate of pay for a minimum of three (3) hours provided:

A) The Employee is appearing pursuant to a subpoena;

B) The court proceeding is a criminal prosecution;

C) Witness fees are returned to the County;

D) Documentation is provided which establishes when the Employee was released from his subpoena.

Section 24.2. Call-in to Work.

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.

Section 24.3. Attendance Required by the Employer.

Employees who are ordered to attend any meeting, hearing, conference or other function scheduled by the Employer on off duty time shall be compensated with three (3) hours pay at the overtime rate. All time in excess of the first three (3) hours shall be paid at the appropriate rate of pay. It is understood that attendance at a pre-disciplinary hearing or a grievance hearing is not mandatory.

ARTICLE 25. TRAVEL REIMBURSEMENT

Section 25.1. Reimbursement for Mileage.

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 25.2. Reimbursement for Damages.

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 26. TRAINING

Section 26.1. Training to be Provided.

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. Lunch time on training days shall not be counted as time worked for overtime purposes.

Section 26.2. Payment for Expenses Related to Training.

The Employer shall pay for all necessary lodging, travel expenses, materials, tuition, and fees pursuant to the Employer's policy for all required training.

ARTICLE 27. NO STRIKE/NO LOCKOUT

Section 27.1. Mutual Recognition.

The Employer and the CCCA 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 27.2 No Strike.

The CCCA 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 CCCA 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 27.3. Discipline for Strike.

The CCCA, 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 CCCA 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, CCCA 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 27.4. No Lockout.

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

ARTICLE 28. HEALTH AND SAFETY

Section 28.1. Maintenance of Equipment.

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 28.2. Safety Issues May be Raised.

The CCCA 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 Chief.

Section 28.3 Activities not Covered.

This provision is not applicable to those activities or events which are an inherent part of corrections responsibilities.

Section 28.4. Compliance with Safety.

Employees must comply with all safety rules and regulations.

ARTICLE 29. SEVERABILITY

Section 29.1. Agreement to Supersede.

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 29.2. Action in Case of Invalidity.

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 30. IN CASE OF EMERGENCY

Section 30.1. Certain Time Limits to be Waived.

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/or state legislature, or where events such as acts of God affect the safety and health of the citizens of Clermont County, the following provisions of this Agreement shall automatically be suspended:

A) Time limits for processing grievances, and

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

Section 30.2. Termination of the Emergency.

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 31. MID-TERM BARGAINING

Section 31.1. Notice of and Bargaining About Change.

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 CCCA 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 32. CONTRACT RE-OPENER

Section 32.1

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 33. LABOR/MANAGEMENT DISCUSSION MEETINGS

Section 33.1. Meetings to be Held.

There shall be quarterly Labor/Management meetings scheduled to discuss problems of concern of the parties in the Labor/Management area. The Labor/ Management Committee is to consist of no more than two (2) designated committee members and staff representative, from the CCCA, and no more than three (3) representatives from the Sheriff's Department. A Discussion meeting of two (2) hours duration will be set by the parties at a mutually agreeable time as follows:

A) Either party shall submit a proposed agenda in writing to the other at least five (5) working days prior to the scheduled meeting.

B) The parties shall consider alternately the consecutively placed items from both lists.

C) The parties are encouraged to present their items expeditiously and terminate the meeting at the end of two (2) hours.

D) Those items not considered during the Labor/Management discussion meeting may be resubmitted in writing for agendas of subsequent meetings.

ARTICLE 34. FUNERAL LEAVE

Section 34.1. Funeral Leave to be Granted.

If a death occurs among members of the employee's family, such employee member shall be granted three (3) days funeral leave/bereavement leave, consecutive and contiguous to the death without loss of pay, sick leave, benefits, days off, holidays, or vacation time. The leave may be extended with accrued sick leave, within the discretion of the Sheriff, based on individual circumstances.

An employee shall be granted one (1) day, chargeable to sick leave, to attend the funeral of a blood relative not included in the immediate family.

Section 34.2. Immediate Family Defined.

For purposes of this Article "immediate family" shall be defined as, only: mother, father, brother, sister, child, minor stepchild in the home, spouse, 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 stands in the place of a parent.

ARTICLE 35. TUITION REIMBURSEMENT

Section 35.1. Reimbursement May be Made for College Courses.

Upon successful completion of the basic probationary period, employees may take accredited college courses with the approval of the Sheriff. The employer shall reimburse such employee according to the county tuition reimbursement policy, policy number 22.1.12, effective May 7, 2003.

ARTICLE 36. This Article deleted.

ARTICLE 37. DRUG/ALCOHOL TESTING

Section 37.1. Testing May be Conducted.

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.

Section 37.2. 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 pervious drug test;

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

Section 37.3. Testing For Administrative Purposes.

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 37.4. Drug Screening.

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 37.5. Alcohol Testing.

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 37.6. Results of Testing and Disclosure of Information.

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 37.7. Procedure for Positive Drug Tests.

A. If a drug screening test 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 37.8. List of Laboratories to be Maintained.

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 37.9. Rehabilitation and/or Detoxification May be Required.

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 the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and 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.

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

Section 37.10. Refusal of Rehabilitation and/or Detoxification.

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 37.11. Cost of Testing.

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 37.12. Testing After Completion of Rehabilitation and/or Detoxification.

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.

ARTICLE 38. FIELD TRAINING OFFICER PAY

Section 38.1 Field Training Officer Pay.

Effective February 20, 2011, any member assigned an FTO shall receive their base pay plus a pay supplement of $0.20 (20¢) per hour for all hours worked while holding the assignment of Field Training Officer, without regard to whether the member is engaging in training.

ARTICLE 39. SHIFTS

Section 39.1

Except as provided herein, a majority of Employees shall work twelve (12) hour shifts, working eighty-four (84) hours every pay period. Employees assigned to STP, Court Coordinator, and Information Officer shall work five (5) eight (8) hour days. Assignments to twelve hour shifts shall be by seniority from among those who desire to work the twelve hour shifts. Assignments to the eight (8) hour shift shall be made by seniority from among those who desire to work the eight (8) hour shift. Female employees shall not be subject to assignment to the eight (8) hour shift unless there are less than or more than twelve (12) female employees.

ARTICLE 40. DURATION

This Agreement shall be effective the 17th day of February, 2013, and shall remain in full force and effect until midnight of February 14, 2015. 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 the expiration of the Labor Agreement.

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

FOR THE CLERMONT COUNTY SHERIFF:

A.J. Rodenberg, Jr. Sheriff

FOR THE CLERMONT COUNTY CORRECTIONS ASSOCIATION:

Stephen S. Lazarus, Esq.
Attorney for CCCA

Joshua Oberschlake, President

Josiah Myers

James Slack

FOR THE CLERMONT COUNTY COMMISSIONERS:

Edwin Humphrey

David H. Uible

Robert L. Proud

REVIEWED FOR STATUTORY COMPLIANCE ONLY:

Clermont County Prosecuting Attorney

Darren D. Miller

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