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08/22/2014



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HAMILTON COUNTY SHERIFF'S OFFICE

AND

**THE BENEVOLENT EMPLOYEES
OF THE HAMILTON COUNTY SHERIFF**

**SERB CASE NUMBER
2013-MED-09-0991**

**Effective Upon Execution
Through December 31, 2016**

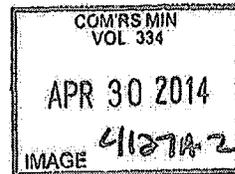


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PREAMBLE

This Agreement is entered into by the Hamilton County Sheriff, hereinafter referred to as the "Employer" and the Benevolent Employees of the Hamilton County Sheriff, hereinafter referred to as the "Association," "the Union," or "BEHCS," representing the employees of the Hamilton County Sheriff's Office as specified herein.

ARTICLE 1
UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case No. 08-REP-09-0156 on April 9, 2009, as amended, and including:

Account Clerk 1, Account Clerk 2, Administrative Secretary 1 (except Jessica L. Jones), Application Analyst 1, Business Service Officer 1, Clerk 2, Computer Programmer/Analyst, Computer Operator, Correction Classification Specialist, Corrections Instructor, Court Data Entry Operator 2, Data Entry Operator 2 (spt), Electronic Monitoring Division Specialist, Identification Technician, Inventory Purchasing Specialist, Mechanic 2, Mechanic 3, Personnel Aide 1, Process Officer 2, Receptionist 2, Secretary 2 (except Joanne Harris), Network Administrator 2, Social Service Specialist, Station Engineer, Statistics Clerk, Training Assistant, Data Entry 1 and Data Entry 2.

but excluding:

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

Section 1.2. The Employer will not recognize any other organizations as the representative for any employee within the bargaining unit referenced above.

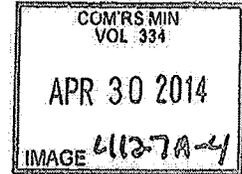
Section 1.3. If the Employer determines that it is necessary to change the duties of a position within the bargaining unit, or in the event that the Employer determines that it is necessary to create a new position within the office, the Employer or his designee shall determine whether the new or changed position will be included in or excluded from the bargaining unit, and shall so advise the Union in writing of such determination of status within thirty (30) calendar days.

If the Union disputes the Employer's determination of status, the Union shall so notify the Employer in writing within fifteen (15) calendar days of receipt of the Employer's notification of determination of status. The parties shall meet in an attempt to resolve their disagreement within ten (10) calendar days following the Union's notification of disagreement to the Employer.

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

by the Union to the SERB pursuant to Chapter 4117 of the Ohio Revised Code and applicable SERB Rules and Regulations.

ARTICLE 2
ASSOCIATION SECURITY



Section 2.1. The Employer agrees to deduct Association membership dues in accordance with this Article for all employees eligible for the bargaining unit following the receipt of a voluntarily signed authorization submitted by each employee.

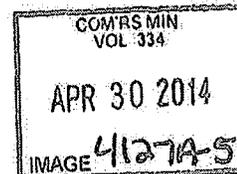
Section 2.2. The Employer agrees to deduct regular Association membership dues once each pay period from the pay of any employee in the bargaining unit upon receiving written authorization on a mutually acceptable form signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Association dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employees' pay, in accordance with this Article, to the individual Association officer as designated by the Association in writing. Such dues shall be remitted after each pay period.

Section 2.4. Effective upon the execution of this Agreement any bargaining unit member who has failed to submit a voluntarily signed authorization or who revokes a previously submitted authorization, shall pay to the Association, through payroll deduction, a fair share fee for the duration of this Agreement. Fair share fees shall also be deducted from all new employees hired on or after the execution of this Agreement. Such fair share fee shall be deducted before the 61st day following the beginning of their employment.

This fair share fee is automatic and does not require the written authorization of the employee, or for the employee to be or remain a member of the Association. The fair share fee shall not exceed the dues paid by members of the Association. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the costs of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours and other terms and conditions of employment. The Association shall certify the amount of the fair share fee to the Employer in writing during January of each year. It is expressly understood that this provision is contingent upon the Association presenting the Employer with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law.

Section 2.5. Except as otherwise provided herein, the parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Association dues. The Association agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer in accordance with and pursuant to this Article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.



Section 2.6. The Employer shall be relieved from making such individual dues "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) unpaid leave of absence, (5) any pay period during which the employee does not earn enough wages for Association dues to be deducted after all other deductions are made, or (6) after revocation of dues authorization.

Section 2.7. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the Association becomes aware of 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 Association dues deduction would normally be made by deducting the proper amount.

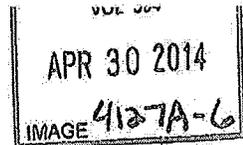
ARTICLE 3 **ASSOCIATION REPRESENTATION**

Section 3.1. Counsel to the Association shall be admitted to the Employer's facilities (in accordance with the same procedures as other non-employees entering law enforcement premises) with prior notification to the Employer or designee for the purpose of processing grievances, attending meetings, or other representational activities as permitted in this Agreement. Upon arrival, counsel shall identify himself to the Employer or designee.

Section 3.2. The Employer shall recognize one (1) employee to act as Association Steward per shift, from the Corrections Division and from the Records Division. The Employer shall also recognize one (1) employee to act as Association Steward for each of the following groups: (1) Patrol Division, (2) Technology and Integrity Division, (3) Administration Division, (4) Court Services Division. Stewards from any division may perform representational activities for employees in any other division covered under this Agreement at the request of the represented employee. The Stewards may perform such representational activities as permitted or required by this Agreement within the parameters of the Agreement. The Stewards shall be identified by the Association to the Employer in writing. No employee may perform the duties of Steward until written notice of such employee's election or appointment is received by the Employer.

Section 3.3. The Association shall provide to the Employer an official roster of its officers and stewards which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home Telephone Number
- D. Immediate Supervisor
- E. Association Office Held (including area of responsibility)



No employee shall be recognized by the Employer or designee as an Association steward until the Association has presented the Employer with written certification of that person's selection.

Section 3.4. When it is necessary for an Association representative to conduct authorized Association representational activities, he/she shall first request permission from the representative's supervisor within the employee's chain of command, which shall be granted for a reasonable period of time to conduct such activities, unless the release of the Association's representative would unduly disrupt the operation of the department, in which case the Association's representative will be released as soon as it becomes feasible. Recognized Association activities include, but are not limited to the following, so long as they do not disrupt and/or interfere with the operation of the department, in which case the Association's representative will be released as soon as it becomes feasible:

- A. Investigation and processing of grievances including taking statements from the grievant or any witnesses, review all pertinent documents (copies of which shall be provided by the Employer upon the Association's representative's written request), completion of all necessary forms, meeting with the Association's legal counsel, and preparation for and attendance at all grievance hearings.
- B. Investigation of any written complaint involving a work related health or safety hazard, injury or death of any member of the bargaining unit.
- C. Investigation of any proposed or actual disciplinary action including taking statements from the affected employee and any witnesses, review of all pertinent documents (copies of which shall be provided by the Employer upon the Association's representative's written request), and preparation for and attendance at all disciplinary hearings as provided for in Article 8 of this Agreement. Investigatory interviews prior to the notification of the intent to take disciplinary action as provided for in Section 8.5 of this Agreement are not subject to this paragraph.
- D. Any other representational activity specifically authorized by this Agreement, or specifically authorized in writing by the Employer or designee.

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

Section 3.5. The Association agrees that no representative of the Association, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of employees. Further, the Association agrees not to conduct meetings (bargaining unit or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer or designee, or by this Agreement. Bargaining unit members shall not conduct Association business

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(defined as fund-raising activities, solicitation for membership, or distribution of literature) on behalf of the Association during the work time of any involved employees. Unauthorized activities shall cease upon the demand of any supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 3.6. The Association shall be permitted to utilize the intra-departmental mail system or hand deliver communications in order to communicate confidentially with bargaining unit members.

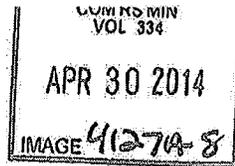
Section 3.7. The Association shall be permitted, upon written notification to the Employer, to place ballot boxes in each division or facility for the purpose of collecting employees' ballots on Association issues subject to ballot. Ballot boxes and their contents are the property of the Association and shall not be subject to review by the Employer or non-bargaining unit staff.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1. The Employer possesses the sole right to operate the office and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

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

Section 4.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.



ARTICLE 5
LABOR/MANAGEMENT MEETINGS

Section 5.1. In the interest of sound labor/management relations, upon written request of either party, on a mutually agreeable day and time, the Employer and/or his designated staff members shall meet as needed within a reasonable time period with not more than three (3) bargaining unit employee representatives of the Union and Union Counsel to discuss pending problems and to promote a more harmonious labor/management relationship. Either party may invite additional employees or non-employees to any labor/management meeting to address a specific topic. Such invited person shall only attend during the discussion of the topic for which he/she was invited.

Section 5.2. Each party will present an agenda to the other party not less than seven (7) calendar days in advance of the scheduled meeting. Such agenda will include a list of matters to be discussed at the meeting and the names of the employee and non-employee Union representatives who will be attending. The employee representative must be a designated Union representative as provided for in this Agreement.

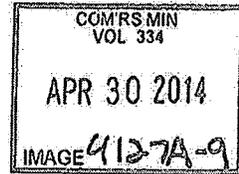
Section 5.3. The purpose of labor/management meetings shall be for both parties to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve effectiveness, including staff training;
- F. Consider and discuss health and safety matters relating to employees; and
- G. Discuss changes in work orders, policies, procedures, regulations, standard operating procedures, and/or general orders.

Section 5.4. It is further agreed that if special labor/management meetings have been requested by either party, and mutually agreed upon, they shall be convened as soon as possible.

Section 5.5. If labor/management meetings are scheduled during the normal work shift of any bargaining unit employees provided for in Section 5.1, such employees shall not suffer any loss of pay for attending such meetings.

If labor/management meetings are scheduled outside of the regular duty hours of any bargaining unit employees provided for in Section 5.1, such employee shall receive straight time compensatory time for any hours at the meeting that are outside the employee's regular duty hours.



ARTICLE 6
NON-DISCRIMINATION

Section 6.1. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, ancestry of any person, military status, or Union membership or non-membership.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. The Hamilton County Sheriff and the Association recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances. Such procedures shall be available to all bargaining unit employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances, except as otherwise provided for in this Agreement.

Section 7.2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, violation, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or State of Ohio constitutions.

Section 7.3. All grievances must be presented at the proper step and time in progression in order to be considered at the next step.

Grievances involving Level 3 or 4 Warnings and/or lost pay discipline shall be initiated at Step 3 of the grievance procedure. Grievances involving discipline that do not involve Level 3 or 4 Warnings and/or loss of pay shall not be subject to arbitration (Step 4). Discipline or discharge based on a felony conviction within the meaning of RC 124.34 shall not be subject to the arbitration procedure.

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

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual, written agreement.

A grievance may be brought by any member of the bargaining unit or by the Association. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, the Association steward will process and sign the grievance, and shall so indicate that the grievance is a group grievance.

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

Section 7.4. A grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an employee knows or should have reasonably known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 7.5. A member of the bargaining unit who believes there has been a breach, violation, misinterpretation, or improper application of this Agreement shall contact the Association Steward of the bargaining unit. The Association steward shall investigate and process on behalf of the member of the bargaining unit any valid grievance of a contractual nature. The Association Executive Committee shall determine the appropriateness and validity of an allegation before submission to the grievance process. In the event the Association Executive Committee declines to process the grievance, the aggrieved employee and the Association steward shall meet with the Association Executive Committee for a determination if the allegation is of a contractual nature and should be submitted to the grievance process.

Section 7.6. In order to be considered at Step 1 of the grievance procedure, all grievances must be submitted in writing and must contain the following information to be considered:

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

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

Section 7.7. The following are the implementation steps and procedures for handling grievances:

Step 1: Within the time limit stated herein, the employee shall submit the grievance to the immediate non-bargaining unit supervisor within the grievant's chain of command or designee. The immediate supervisor or designee shall provide a written response to the employee within seven (7) calendar days following the day on which the grievance was submitted to him.

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Step 2: If the grievance is not settled in Step 1, the grievance shall be submitted to the Division Head in the employee's chain of command or designee within seven (7) calendar days of the receipt of the Step 1 response. The Division Head in the employee's chain of command or designee shall meet with the grievant and a designated representative of the Association if the grievant desires within seven (7) calendar days of the submission of the grievance at Step 2 to discuss the grievance. The Division Head in the employee's chain of command or designee shall provide a written answer to the employee within seven (7) calendar days of the meeting.

Step 3: If the grievance is not settled at Step 2, the grievance shall be submitted to the Employer or designee within seven (7) calendar days of the grievant's receipt of the Step 2 response. The Employer or designee shall meet with the grievant and a designated representative of the Association if the grievant desires within seven (7) calendar days of submission of the grievance to Step 3 to discuss the grievance. The Employer or designee shall provide a written answer to the employee within seven (7) calendar days of the meeting.

Step 4: Arbitration. A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Association in accordance with the provisions of Section 7.8 of this Article hereinafter set forth.

Section 7.8. The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-four (24) calendar days from the date of the final answer on a grievance from Step 3, the Association shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The representatives of the parties shall schedule a pre-arbitration meeting to be held within twenty-four (24) calendar days after notification of a request to arbitrate to begin the selection process outlined below. The Association may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the twenty-four (24) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative.

- A. At the pre-arbitration meeting, the representatives shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The American Arbitration Association (AAA) shall be jointly requested to submit a panel list of fifteen (15) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. On odd-numbered years, the Employer shall strike first; on even-numbered years, the Union shall strike first. Either party may once reject the list and request from AAA another list of fifteen (15) arbitrators until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party at the pre-arbitration meeting of its challenge and intent to raise the issue of arbitrability at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. The arbitrator will take the question of arbitrability under advisement, and the same arbitrator will hear the grievance on its merits.

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

Section 7.9. When an employee covered by this Agreement chooses to represent himself/ herself in the grievance procedure provided for in this Article, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate non-employee Association representative will be notified in writing of his/her right to be present at the adjustment.

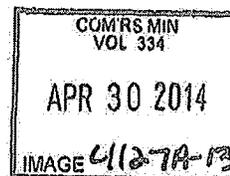
Section 7.10. At any step in the grievance procedure, except Step 1, the grievant shall be entitled to be represented by the Association. In the event that the immediate supervisor or another non-bargaining unit member desires to discuss, clarify, or question the grievant at Step 1, the grievant shall be entitled to Association representation at Step 1, if he or she requests representation, before any such action occurs.

ARTICLE 8 **DISCIPLINE**

Section 8.1. The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for actions occurring while the employee is on duty, or while working off-duty details, or working under the colors of the Employer; or in instances where the employee's conduct violates his/her oath of office or brings disrepute to the Sheriff's Office. Progressive discipline shall take into account the nature of the violation, the employee's

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

- A. Level 1 Warning (equivalent to a Counseling Letter);
- B. Level 2 Warning (equivalent to a Written Reprimand);
- C. Level 3 Warning (equivalent to a suspension of 24 working hours or less)
- D. Level 4 Warning (equivalent to a suspension of more than 24 working hours), and/or reduction in pay and/or position;
- E. Discharge.

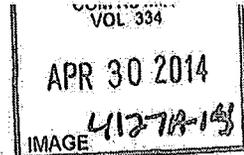


Level 3 and Level 4 Warning letters encompassing a suspension will include the dates for serving of the suspension. Where the charges resulting in the warning are related to absenteeism/tardiness, inefficiency, simple negligence (carelessness), or failure to attend mandatory meetings and functions, the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

Section 8.2. Incompetency, inefficiency, dishonesty, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming a public employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 8.3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. No employee will receive a Level 3 or 4 Warning, be reduced in pay and/or position or be discharged without first having had the opportunity for a pre-disciplinary conference. The employee and the Union Counsel will be given a one hundred twenty (120) hour advance notice of the conference, with a description of the charges. A copy of the completed Internal Affairs report will be available (if one exists), upon request, to the employee at the time of notification of the charges. Notice to the Union Counsel will be by facsimile. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the conference is to give the employee and his representative an opportunity to respond to the charges. There is no requirement for the Employer to present witnesses at the conference.

The employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary conference. Failure of the employee to elect and



pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

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

The employee or his/her representative will be permitted to confront and cross examine witnesses, if presented, subject to the hearing officer's right to reasonably limit the length and extent of such cross examination. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee within five (5) calendar days following its preparation.

Section 8.4. Level 3 Warnings, Level 4 Warnings, reduction in pay and/or position and discharge may be appealed through the grievance procedure. Level 1 and 2 Warnings may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

Section 8.5. Whenever the Employer or designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a BEHCS representative or a representative of his or her choice present to advise him/her during the interview, questioning, or interrogation.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. Preliminary investigations may be tape recorded. Formal disciplinary conferences shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the conference. With notice to the Employer, the employee may also record the conference.
- E. Preliminary investigations and disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest period, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.

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- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.
- H. Results of a polygraph examination, voice stress analysis, or similar technology may not be used in arbitration under this Agreement.

Section 8.6. Any employee required by the Employer to attend an investigatory interview or disciplinary conference outside of his scheduled working hours shall be paid for all such time.

Section 8.7. Any employee charged with or under indictment for a felony, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony, shall be summarily discharged. Where the employee is found not guilty of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he/she shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his/her credit.

Where the charges are reduced to a misdemeanor the employee shall be reinstated to paid status, effective the next day following the reduction; however, he/she may be subject to discipline pursuant to the terms of this Article and he/she shall not be eligible for restoration of vacation, holiday, personal and/or compensatory time, or any lost straight time hours. The Employer shall continue to pay the Employer's portion of insurance premiums during the unpaid leave of absence.

Section 8.8. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

ARTICLE 9

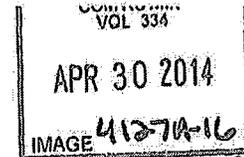
PERSONNEL FILES

Section 9.1. Each employee may inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee.

Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file.

Section 9.2. If an unfavorable statement or notation is in the employee's official personnel file, the employee may place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 9.3. Records of Level 1 Warnings shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of Level 2 and 3 Warnings shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred.



Records of Level 4 Warnings shall cease to have force and effect five (5) years from the date of issuance, provided no intervening discipline has occurred. In the event of intervening discipline, the intervening discipline will not reduce the retention period for prior discipline and all active records of prior discipline shall remain in force and effect until at least the end of the retention period for the record of the most recent issuance of discipline.

For example, employee receives Level 1 warning January 1, 2006 and Level 2 October 1, 2006 and Level 4 on July 1, 2008 -- records of Level 1, Level 2 and Level 4 all remain in effect until June 30, 2013.

Another example: employee receives Level 4 Warning June 1, 2006 and Level 1 on April 1, 2008 (Sheriff shows mercy), Level 1 record expires March 31, 2009, but record of Level 4 remains until May 31, 2011.

This all assumes no other discipline.

Section 9.4. The Employer will not disclose items from an employee's official personnel file that are prohibited from disclosure under current law.

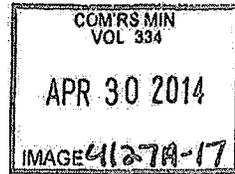
ARTICLE 10 **PROBATIONARY PERIOD**

Section 10.1. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

Section 10.2. Any employee promoted or hired into another position within the same bargaining unit shall be required to successfully complete a probationary period of one (1) year. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his /her former classification.

Section 10.3. An employee who, while serving a probationary period, misses twenty-two (22) or more work days due to illness or injury, may have the probationary period extended by the length of the illness or injury at the discretion of the Employer. Such extension may not exceed the length of the original probationary period.

Section 10.4. The Employer may extend the probationary periods described in Sections 10.1 and 10.2 for additional assessment. Such extension shall not exceed sixty (60) calendar days.



ARTICLE 11
SENIORITY

Section 11.1. Seniority shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 11.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 11.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in positions covered by the bargaining unit. "Rank Seniority" shall be computed on the basis of uninterrupted length of continuous service in a particular classification.

Section 11.3. The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. Layoff less than or equal to the recall period;
- E. Transfer or promotion out of the bargaining unit or classification so long as the employee returns within one (1) year.

An employee who is promoted or voluntarily transfers to a different classification within the bargaining unit and/or an employee on promotional probation shall continue to accumulate seniority for time spent in their previous classification, provided continuous service is not broken by the situations listed below.

Section 11.4. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than the recall period;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence;
- F. Resignation.

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IMAGE

Section 11.5. Any employee who is transferred or promoted out of the bargaining unit and later returns after a period of absence in excess of one (1) year shall have his/her seniority computed only on the basis of time previously served in the bargaining unit.

Section 11.6. Once every twelve (12) months, the seniority list shall be e-mailed to bargaining unit employees and the Association representative, and it shall be placed on the intranet.

Section 11.7. Employees laid off shall retain their seniority for the recall period.

ARTICLE 12

VACANCIES AND PROMOTIONS

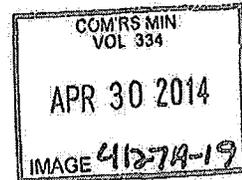
Section 12.1. The parties agree that all appointments and promotions to vacancies in classifications covered by this Agreement shall be filled in accordance with this Article, by the promotion or appointment of the most qualified applicant.

Section 12.2. Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, the notice of vacancy will be posted on the intranet and shall be e-mailed to bargaining unit employees. The notice of such vacancy shall contain the minimum characteristics, job duties, and pay range for the vacancy. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or applications from probationary employees or applicants who do not meet the minimum qualifications of the job. The Employer shall award the position to the applicant who is most qualified. In any case where the Association appeals the Employer's decision regarding the filling of a position, the Association has the burden of proving that the selected applicant was not the most qualified.

Section 12.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to ninety (90) calendar days without following the above procedures, pending the employer's determination to fill the vacancy on a permanent basis. In the event of a shift change, employees shall not be assigned to another classification for more than a total of thirty (30) working days per year. If no shift change is required, employees shall not be assigned to another classification for more than a total of forty-five (45) working days per year.

Notwithstanding the above, in the event of an extended medical leave, all persons in the affected classification(s) shall rotate for the 30 or 45 days as set forth above.

Section 12.4. Any newly promoted employee within the bargaining unit, failing to successfully complete his/her promotional probationary period, will be returned to his/her previously held classification at the current rate of pay for that classification. Such return to former position does not restrict the Employer from disciplining an employee for misconduct.



ARTICLE 13
LAYOFF AND RECALL

Section 13.1. When the Employer determines that a layoff is necessary due to lack of work, lack of funds, efficiency in operations, or job abolishment, the Employer shall notify affected employees fifteen (15) calendar days in advance of the effective date of layoff. The Employer, upon request of the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees. In the event a bargaining unit employee that was promoted within the bargaining unit is notified of a layoff within a year of the promotion and there is a less senior employee in the laid off employee's prior classification, the laid off employee may displace the less senior employee in the laid off employee's prior classification. Any layoff in the bargaining unit shall be conducted by classification in accordance with overall seniority, and bumping rights shall be instituted in accordance by overall seniority, as defined in Article 11 of this Agreement.

Section 13.2. In the event an employee is notified of a layoff, if the employee worked in a different classification in the same bargaining unit within the previous three (3) years, and there is a less senior employee in the laid off employee's prior classification, the laid off employee may displace the less senior employee in the laid off employee's prior classification. Any employee who displaces pursuant to this Section shall be paid at the rate assigned to the classification he displaces into.

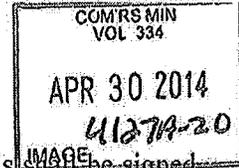
Section 13.3. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the Employer's expense.

Section 13.4. Notice of recall shall be sent to the employee by certified mail. The Employer or designee shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee. It is the responsibility of the employee to advise the Employer in writing of any change of address, phone number, and/or name during his or her layoff period.

Section 13.5. The recalled employee shall have ten (10) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer or his designee of the employee's intention to return to work, and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different and later date for returning to work is otherwise specified in the notice.

ARTICLE 14
BULLETIN BOARDS

Section 14.1. The Employer agrees to provide a bulletin board in agreed upon areas of the facilities for use by the Association.



Section 14.2. All Association notices of any kind posted on the bulletin boards shall be signed, posted or removed by an Association representative as provided for in Article 3 of this Agreement. It is understood that no material may be posted on any Association bulletin board at any time which contain the following:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Section 14.3. No Association materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Association.

Section 14.4. Upon request of the Employer or designee, the Association shall cause the immediate removal of any material posted in violation of this article.

ARTICLE 15

WORK RULES AND GENERAL ORDERS

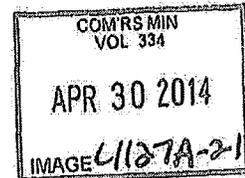
Section 15.1. Every bargaining unit employee shall be issued (or have access to) a copy of the following:

- 1. Current Hamilton County Sheriff's Office "Rules, Regulations and Disciplinary Process."
- 2. All current General Orders: Administrative and Operational.

Section 15.2. All changes to the items listed in Section 15.1 that affect the bargaining unit employees shall be e-mailed to bargaining unit employees and shall be placed on the intranet.

Section 15.3. Either party may request that all changes in work rules, regulations, standard operating procedures, and/or general orders or other written directives of these types be placed on the agenda of any Labor/Management meeting. Such discussion at the Labor Management meeting shall be only for the purpose of providing an explanation of such change, and to answer any questions concerning such change.

Section 15.4. The Employer agrees that all work rules, regulations, standard operating procedures, and/or general orders or other written directives of these types shall be applied uniformly within the group or groups of employees to whom they are applicable.



ARTICLE 16
HEALTH AND SAFETY

Section 16.1. It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment, and working methods for its employees. The employees accept the responsibility to follow all safe working methods and all written and distributed safety rules.

Section 16.2. Each employee shall be provided with information as part of orientation, in-service training, and on an as needed basis about communicable diseases to which he/she may be exposed in the performance of his/her duties. Information shall include the symptoms of the diseases, modes of transportation, methods of self-protection, and recommendations for immunization where appropriate. Employees who, as part of their job duties, have direct contact with an individual who has been diagnosed with hepatitis or TB, may receive hepatitis B vaccine and antibody testing and/or TB testing and treatment at no cost to the employee.

Section 16.3. All alleged unsafe working conditions and health hazards must be reported in writing directly to the employee's Division Head with a copy through the chain of command as soon as such conditions are known. The employee's Division Head shall investigate the condition and determine as promptly as warranted whether such condition does in fact present a significant threat to the safety of the employee(s) involved and if indicated, initiate appropriate corrective action. Within seven (7) calendar days following the completion of his/her investigation, the employee's Division Head shall provide a written determination of his/her findings to the employee who requested the investigation, the Labor/Management Committee, and to the Sheriff or designee.

Section 16.4. Upon receipt of the Division Head's response as provided for in Section 16.3 above, if an employee feels that any alleged unsafe working condition or health hazard has not been satisfactorily addressed, he/she may submit a written notice of his/her concerns to the Labor/Management Committee. The Labor/Management Committee as provided for in Article 5 of this Agreement shall schedule a special meeting. Such special Labor/Management meeting shall be convened as soon as practical following the receipt of such written notice. No other subject may be discussed at such special Labor/Management meeting without mutual consent of the parties.

The Labor/Management Committee shall, within fourteen (14) calendar days of meeting, file a written report with the Employer. Such report shall contain the results of the meeting including any recommended corrective action. The Employer or designee shall respond in writing to the Labor/Management Committee within fourteen (14) calendar days following receipt of the Labor/Management Committee's report. The Labor/Management Committee shall inform the employee who initiated the report of its recommendations and the Employer's response.

ARTICLE 17
DRUG AND ALCOHOL TESTING

Section 17.1. Drug testing may be conducted on employees during their duty hours upon reasonable suspicion, by random computer selection, randomly at the discretion of the Employer or designee by

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computer selection for bargaining unit personnel in special assignments, or otherwise as provided in this Article. Alcohol testing will be conducted while on duty only upon reasonable suspicion.

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

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practices.

The supervisor shall document the reasons for requiring a reasonable suspicion drug and/or alcohol test. A copy of the document shall be provided to the Association representative, upon request, if the Employer initiates the discipline process.

Section 17.2. Drug/alcohol testing shall be conducted solely for administrative purposes and the result obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the initial reagent results alone.

Section 17.3. All drug screening tests shall be conducted by laboratories meeting the standards of the Substance Abuse and Mental Health Services Administration. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS). The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control 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 17.4. Alcohol and drug testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence or in accordance with the Department of Transportation (DOT) regulations for employee CDL testing. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for purposes of alcohol testing shall be defined as ".04 or above." However, any detectable level of alcohol may subject the employee to disciplinary action.

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Section 17.5. The results of any testing shall be delivered to the employee tested and to the Employer. Prior to reporting a positive result on a confirmatory drug test to the Employer, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods. An employee whose confirmatory test result is positive shall have the right to request from the vendor 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 written consent of the employee. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 17.6.

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the primary sample.
- B. If a drug screening confirmation test is positive, the employee may, and at the employee's expense, have the split sample tested by a SAMSHA certified laboratory in the manner prescribed above. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- C. The results of this confirmatory test, whether positive or negative, shall be determinative.
- D. A list of three (3) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer. The Employer shall obtain the approval of the bargaining unit representative as to any laboratories put on this list, which approval shall not be unreasonably withheld.

Section 17.7. If the testing required above has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance or by the County's Employee Assistance Program (EAP). Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period.

Section 17.8. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory time, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and a negative result on a return-to-duty test, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) calendar days.

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Section 17.9. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 17.10. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that return-to-duty tests and any test initiated at the request of the employee shall be at the employee's expense.

Section 17.11. The Employer may conduct up to 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. The Employer may conduct more follow up tests of an employee during this period upon the recommendation of the substance abuse professional. Tests conducted under this Section shall be at the Employer's expense.

Section 17.12. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 18

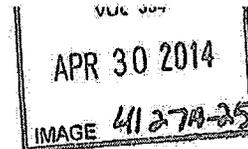
HOURS OF WORK AND OVERTIME

Section 18.1. The work schedule of each bargaining unit employee shall be determined by the Employer, but shall remain consistent with current practice except as provided herein. Bargaining unit employees shall be given one hundred and sixty eight (168) hours notice of any non-emergency work schedule changes unless such advance notice is impractical. All employees shall receive one (1) hour of paid time for lunch/break per day. If an employee works less than his or her full scheduled shift but at least four (4) hours of his or her scheduled shift, he or she shall receive thirty (30) minutes of paid time for lunch/break per day. No lunch/break shall be required if the employee works less than four (4) hours of his or her scheduled shift. Where the Employer requires a classification of employees within a department to work on Saturdays or Sundays, the weekend hours shall be evenly distributed amongst the employees within each shift, except in the Corrections Division Classification, Records and Property Units.

The work period for all employees in the bargaining unit shall commence at 12:01 AM on Thursday and continue for seven (7) consecutive days to end at 11:59 PM on the following Wednesday.

The employee's normal base bi-weekly pay shall be calculated by dividing his annual base pay in effect at the time by twenty six, and the employee's regular base hourly rate shall be calculated by dividing that number by eighty (80). There shall be no pyramiding of overtime for the same hours worked or for premium hour paid (i.e., court time, call-out time, etc.).

Each department within each division shall maintain a forced-overtime list, starting in inverse order of seniority. Where the employees within a department are forced to work overtime, the employees shall be forced to work the overtime equally by assigning the forced overtime to the employee highest on the forced-overtime list, unless another employee volunteers for the overtime. After an



employee is either forced to work overtime or volunteers to work overtime, the employee shall be moved to the bottom of the forced-overtime list.

- A. Because employees currently assigned to the Corrections Division, Classification, Records and Property Units (weekend-shift volunteers) have made formal requests to be permanently assigned to weekend work assignments, other employees assigned to these Units are excused from the requirement above that weekend hours shall be evenly distributed amongst the employees of each shift, with the understanding that weekend shift hours that become necessary to fill due to absence of a weekend-shift volunteer, will be evenly distributed amongst the remaining employees of that shift.

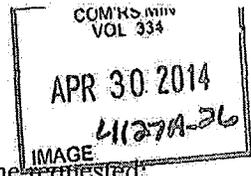
- B. In the event that any weekend-shift volunteer formally rescinds his/her request to be permanently assigned to weekend shift work, or is otherwise no longer assigned or is otherwise unavailable to work his/her current work/shift assignment, the parties shall meet to determine whether the currently assigned employees can agree on permanent weekend assignments, based on the seniority of those involved. If the currently-assigned employees cannot agree on permanent weekend assignments, all weekend hours will be evenly distributed amongst the employees assigned to that unit and shift as provided in Section 18.1, above.

Section 18.2. All hours in paid status in excess of an employee's scheduled work day, or in excess of forty (40) hours in a seven (7) day activity period shall be considered overtime and shall be compensated at the rate of one and one-half (1.5) times the regular straight time hourly rate of pay. The straight time hourly rate of pay for computation of overtime is determined by dividing the employee's biweekly salary by eighty (80). There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out time, etc.). The employee's work schedule shall not be changed to avoid the payment of overtime, unless mutually agreed to. Pay for overtime shall be paid no later than the pay period following the pay period during which the overtime occurred. When overtime is cancelled, the Employer must provide at least one (1) hour notice to the employee's phone number of record. In the event the Employer fails to provide the one (1) hour notice, the employee shall receive one (1) hour of paid time.

Section 18.3. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1.5) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum calendar year balance of one hundred sixty (160) hours, then any future overtime hours shall be compensated with overtime pay. Further, an employee may only earn up to one hundred sixty (160) hours of compensatory time per calendar year. The following rights and conditions shall exist as they pertain to compensatory time:

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

- B. Requests for compensatory time off shall be honored subject to the operational needs of the department;



- C. Requests for compensatory time off must be submitted in advance of the time requested;
- D. The Employer shall provide not less than sixteen (16) hours advance notice to an employee of any Employer scheduled compensatory time off;
- E. Once an employee has reported to work, compensatory time must be used only by mutual agreement of the employee and the Employer;
- F. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except when unanticipated operations needs of the Department would require it;
- G. Requests for compensatory time off in conjunction with vacation shall be honored;
- H. Any employee may elect to convert all or part of his/her accrued compensatory time balance existing as of August 31 of each year to cash, payable by separate check no later than September 30 of each year. Payment shall be made at the rate of pay existing at the time of cash-in. An employee may carry over no more than one hundred sixty (160) hours of compensatory time to the next calendar year.

Section 18.4. With the prior approval of the Employer or designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Upon request of an employee, and with prior approval of the Employer or designee, any employee may work scheduled time off in exchange for additional time off to be scheduled in the work period, without receiving any additional compensation.

Section 18.5. Any employee who, while in an on-call status, is required to remain on the Employer's premises, or at his/her home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his/her own purposes and shall be considered to be working during the entire time he/she is on-call.

Section 18.6. The donning and doffing of uniforms is not compensable and shall not be included as time worked for determination of overtime.

Section 18.7. When the Employer determines that it is necessary for a bargaining unit employee to work overtime, the provisions of this Section shall apply. The Employer may offer overtime in any amounts necessary (e.g., 2 hour, 4 hour, etc.).

- A. Overtime opportunities shall be equitably distributed, based upon work load, operations, and overtime worked by/offered to employees. In the sole discretion of the applicable supervisor, and on a case-by-case basis, probationary employees may be allowed to work overtime opportunities.

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IMAGE 4127A-27

B. When the Employer learns that it will have to hold an employee over on forced overtime, the Employer shall notify the affected employee within one (1) hour of when the Employer becomes aware of the need.

ARTICLE 19
WAGES

Section 19.1. Effective the pay period which includes January 1, 2014, the annualized pay levels for all bargaining unit employees shall be as provided in Appendix 1.

Section 19.2. The listing of hourly wage rates is not a guarantee of annual earnings, but is shown only as the basis for calculating bi-weekly, and overtime rates of pay.

Section 19.3. Wages for contract years 2015 and 2016 shall be determined as follows:

There shall be no general increase to the wage scale in Appendix 1 for calendar year 2015. The Union shall have the option to reopen wages for calendar year 2016. The Union shall be required to notify the Employer in writing of its decision to re-open on or before August 1, 2015.

Section 19.4. Longevity pay shall become effective in calendar year 2011, and no retroactive longevity pay shall be provided for any period prior to January 1, 2011. Beginning on the first day of the pay period within which an employee completes the required number of years as computed on the basis of uninterrupted length of continuous service in positions within the Sheriff's Office, he/she will receive an automatic adjustment in his/her rate of pay equal to and in accordance with the following:

- Ten (10) years of service.....One percent (1.0%)
- Fifteen (15) years of service.....One and one-half percent (1.5%)
- Twenty (20) years of service.....Two percent (2%)

The amount of the adjustment will be added to the employee's rate of pay.

Section 19.5. Any employee assigned to perform a majority of the regular work duties of a different classification within the bargaining unit in excess of ten (10) consecutive scheduled work days shall receive the rate of pay associated with that classification for all hours assigned if such pay is greater than the employee's regular rate of pay.

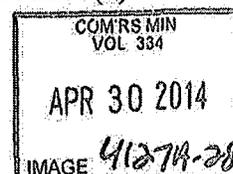
ARTICLE 20
COURT TIME/CALL-IN TIME

Section 20.1. Whenever an employee is required to appear on off duty time (excluding those instances of temporary shift change) before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours pay at the overtime rate for such appearances. If an employee appears before a court or at pretrial conference for more than three (3) hours, or is required to make more than one (1) appearance during any given off-duty day, such excess time or additional appearances shall be

compensated at one and one-half (1 1/2) times the employee's normal hourly rate of pay for all time spent in such appearances.

Section 20.2. An employee called in to work at a time outside his/her regularly scheduled shift, which call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of three (3) hours at the overtime rate of pay.

ARTICLE 21 INSURANCE



Section 21.1. The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit Hamilton County Board of Commissioners' employees. If such non-bargaining unit Hamilton County Board of Commissioners' employees are required to pay a portion of insurance premiums, the same premium contribution levels shall also apply to bargaining unit employees. All insurance requirements (e.g., fees, contributions, co-payments, surcharges, etc.), specified for non-bargaining unit Hamilton County Board of Commissioners' employees, shall also be applicable to bargaining unit employees.

Section 21.2. All insurance premium contributions provided for in this Article shall be through payroll deductions.

ARTICLE 22 HOLIDAYS

Section 22.1. Scheduled paid holidays shall be as follows:

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

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

Section 22.2. Bargaining unit employees that do not work a Monday through Friday schedule shall observe the holiday on the actual date of occurrence. Employees shall be paid for eight (8) hours at their straight time hourly rate for each holiday listed in Section 22.1 when no work is performed on such holiday.

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IMAGE

Section 22.3. Employees who work on any of the holidays provided for in this Article shall receive, in addition to their regular wages for all hours actually worked within the twenty-four (24) hour period of the holiday, an amount equal to one and one-half (1 ½) hour paid for each one (1) hour worked up to a maximum of eight (8) hours pay (at the 1 ½ rate), provided that a majority of the assigned work schedule was worked within the twenty-four (24) hour period of the holiday.

Section 22.4. Holiday pay shall be paid on the paycheck which follows the pay period in which the holiday occurred.

ARTICLE 23
VACATION

Section 23.1. Full-time bargaining unit employees initially employed prior to July 5, 1987 shall earn vacation leave according to their number of years of service with the Employer and any political subdivision of the State of Ohio as follows, and full-time bargaining unit employees initially employed on or after July 5, 1987 shall earn vacation leave according to their number of years of service with the Employer and any County service in the State of Ohio, as follows:

- A. One (1) year of service completed but less than six (6) years completed; Rate of accumulation is 3.1 hours per pay period.
- B. Six (6) years of service completed but less than twelve (12) years of service completed; Rate of accumulation is 4.6 hours per pay period.
- C. Twelve (12) years of service completed but less than eighteen (18) years of service completed; Rate of accumulation is 6.2 hours per pay period.
- D. Eighteen (18) years of service completed but less than twenty-five (25) years of service completed; Rate of accumulation is 7.7 hours per pay period.
- E. Twenty-five (25) years or more of service completed; Rate of accumulation is 9.2 hours per pay period.

Section 23.2. Vacation credit accrues while in any Employer-paid leave status (including vacation, military leave, and sick leave). No vacation credit is earned while an employee is in no pay status, including layoff, unpaid leave of absence, and disciplinary suspension or while the employee is in overtime status. Pro-rated vacation credit is given for any part of a pay period. Eighty (80) hours vacation credit is added at the completion of one (1) year of service.

Section 23.3. Vacation leave may be taken in one-half (.5) hour increments subject to the provisions of this section. Requests for vacation leave shall be made in writing by the employee to the employee's supervisor prior to any use of vacation leave.

Section 23.4. The Employer shall physically post a vacation calendar in each bargaining unit work Division, Section, or Unit (depending on which smallest designation is applicable) during the month of October of each year. Employees may request, prior to December 31, the dates for the following

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calendar year on which they prefer to use their accumulated vacation. For vacation requests made prior to December 31 (for the following calendar year), at least one (1) employee on each shift, in each applicable designation, shall be eligible to be granted vacation leave at a time, subject to employees' rank seniority and subject to specific operational needs reduced to writing. Bargaining unit work Divisions, Sections, and Units as they existed on September 14, 2010, are described in Appendix 2. Once such vacation leave is granted, it shall not be cancelled by the Employer, emergencies excepted.

- A. After December 31, vacation requests shall be honored solely on the basis of the order of application, and without regard to rank seniority. Vacation leave selected after December 31 may be in increments of one-half (.5) hour.
- B. An employee who has received approval of his/her vacation request made prior to December 31 (for the following calendar year), and is subsequently involuntarily reassigned, shall not lose his/her right to that approved vacation request.

Requests for leave of any type will be put in writing on a request for leave form. Any supervisor who denies a request for leave shall submit the reason for such denial in writing to the employee. Vacation requests submitted after December 31 shall be approved or denied within seven (7) calendar days of the request. Vacation leave requested after December 31 shall not be unreasonably denied.

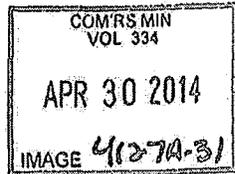
For the Property Section, a vacation schedule will be posted for each shift. Vacation may be taken by one (1) person per shift, based on seniority. Once a vacation request is submitted, the request must be approved or denied within seven (7) calendar days, and vacation requests shall not be unreasonably denied. This policy shall also apply to Jail Records Intake once that section attains a full complement of five (5) persons assigned to all three (3) shifts.

Section 23.5. Any employee who separates from service shall be paid for any earned but unused vacation leave at the current rate of pay.

Section 23.6. An employee may accumulate and carry over vacation leave for up to three (3) years. The maximum amount that an employee may have to his or her credit at any one time is the portion of any earned but unused vacation leave for the current year in addition to the earned but unused vacation leave for the three (3) years immediately preceding the last anniversary date of employment. Excess vacation shall be forfeited.

Section 23.7. Any employee hospitalized while on vacation shall, upon request, and upon submission of sufficient evidence of the hospitalization, be entitled to change his/her vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his/her credit.

Section 23.8. Vacation balances shall be shown on an employee's regular paycheck.



ARTICLE 24
SICK LEAVE

Section 24.1. Bargaining unit employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in active pay status (i.e., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid leave or disciplinary suspension, or while the employee is in overtime status.

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

Section 24.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy-related conditions of the employee.
- B. Exposure of an employee to contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours. Time allotted for examinations shall be limited to the time reasonably necessary to attend such appointment.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed three (3) days. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family.
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

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

Section 24.3. When an employee is unable to report to work due to illness or injury, he/she shall notify his/her immediate supervisor or other designated person at least one (1) hour prior to the time he/she is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

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Section 24.4. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments, or where an absence is for four (4) consecutive days or more, or for any sick leave usage that exceeds forty (40) hours within a calendar year, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis. For any absence when an employee provides written, signed certification from a physician, dentist, or other licensed practitioner indicating that the employee or family member was ill and seen, the Employer will not unreasonably infer abuse of the employee's contractual or statutory sick leave entitlement or any improper neglect of duty.

Section 24.5. Sick leave usage, when approved, shall be charged in minimum units of one-half (.5) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or practitioner's statement shall be grounds for disciplinary action. Excessive and/or abusive use of sick leave benefits may result in the denial of sick leave benefits and/or disciplinary action.

Section 24.6. An employee with ten (10) or more years of service with the Employer or ten (10) or more years of public service with political subdivisions of the State of Ohio who retires from active service with the Employer, shall be paid for fifty percent (50%) of the value of his/her accrued but unused sick leave up to a maximum payment of eight hundred (800) hours. Payment shall be based upon the employee's rate of pay at the time of retirement.

Section 24.7. Abuse, misuse, or pattern of abuse of sick leave benefits may result in the employee being placed on Administrative Sick Leave Watch (ASLW) and/or may result in disciplinary action. No employee shall be placed on ASLW until the employee has been afforded the opportunity for a hearing before a responsible administrative officer.

Section 24.8. An employee who does not use any of his/her sick leave in any period consisting of four (4) consecutive months shall be granted one (1) day (personal day) of extra time off for each four (4) month period. Each four (4) month period begins with the first day following the last incident of sick leave usage and ends one hundred twenty-two (122) consecutive calendar days later.

Personal days must be used within one (1) year of the date of earning, otherwise they shall be paid. Employees must be in pay status to receive credit toward earning of personal days. Periods of injury leave, leaves of absence, layoff, disciplinary suspension, etc. shall not be counted.

Personal leave shall be charged in minimum units of one-half ($\frac{1}{2}$) hour increments. An employee desiring to use personal leave shall notify his/her immediate supervisor or other designated person at least one (1) hour prior to the personal leave.

Section 24.9. Sick leave balances shall be shown on an employee's regular paycheck.

Section 24.10. Upon the death of an employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, or father-in-law, the Employer shall grant bereavement leave

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in lieu of the use of sick leave as provided for in Section 24.2(D). Bereavement leave shall be limited to a reasonably necessary time not to exceed five (5) calendar days. One of the days must be the date of the funeral. Bereavement leave shall not be deducted from any sick leave balance.

Section 24.11. In case of death of an active employee with ten (10) or more years of service with the Employer or ten (10) or more years of public service with political subdivisions of the State of Ohio, the employee's accumulated sick leave shall be converted to a lump sum payment at one hundred percent (100%) of its value, payable to the employee's designated beneficiary, or where no beneficiary is designated, to the employee's estate, upon application by the executor of the estate.

ARTICLE 25

OCCUPATIONAL INJURY LEAVE

Section 25.1. In the event of an occupational injury or an occupational illness incurred as a direct result of performing an assigned function within the scope of the employee's classification, which illness or injury is not the result of the injured employee's negligence, recklessness, or self-infliction by an employee, and upon the employee's application, the Employer may grant the employee, beginning on the eighth (8th) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave (OIL) with full pay for a period not to exceed one hundred twenty-five (125) work days. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted. The granting of OIL shall not be unreasonably denied. The Employer, at his sole discretion, may extend an OIL. The Employer's failure to extend a leave shall not be subject to the grievance procedure.

Section 25.2. Illnesses considered common or routine among the general public (e.g. cold, flu, chicken pox, etc.) shall not entitle an employee to OIL. Unusual and serious illnesses (e.g. hepatitis, tuberculosis, etc.) and "stress-related" psychological and physical conditions and illnesses (e.g. neuroses, psychoses, depression, hypertension, stroke, heart disease, etc.) may entitle an employee to OIL only if incurred in accordance with the conditions set forth in Section 25.1 above.

Section 25.3. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury or illness possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or his designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 25.4. Any employee claiming an occupational illness or injury under this Article shall file Workers' Compensation claim as soon as possible. Upon approval of the claim an OIL granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave, compensatory time, or vacation leave used by the employee during the first eight (8) days of absence shall be restored to his or her credit. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the Workers' Compensation claim is denied, the employee shall revert to sick leave status, and shall be charged with sick leave, compensatory time, and/or vacation leave for all time paid by the Employer for OIL.

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Section 25.5. It is understood and agreed that the Employer's obligation under this Article is only the difference between the employee's regular rate of pay and the amount of income benefits available to the employee from Workers' Compensation, and that OIL is not in lieu of Workers' Compensation benefits.

Section 25.6. In lieu of granting OIL, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician.

ARTICLE 26 **DONATED TIME**

Section 26.1. All bargaining unit employees shall be eligible for donated vacation leave, personal leave and compensatory time benefits, upon written request, to relieve hardship resulting from extended illness. The Donated Time program for this bargaining unit is limited to donation and use among the employees within this bargaining unit.

Section 26.2. Any employee wishing to voluntarily donate accrued but unused vacation leave, personal leave and/or compensatory time to such recipient shall submit a written authorization to his/her supervisor listing the name of the beneficiary with the number of hours to be donated.

In no case will donated time be used to extend the recipient employee's period of active duty beyond a recommended date of retirement as established by any physician or governmental body having authority to grant or mandate such retirement.

Any donated vacation leave, personal leave or compensatory time processed and not needed by a recipient due to retirement, return to duty, or other reason, shall be returned to the donor.

Donated vacation leave, personal leave or compensatory time shall be donated hour-for-hour without consideration to cash value.

Section 26.3. Members shall also be eligible to participate in any County-wide Donated Time program based upon the County's policy for participation and use. Members shall be subject to any restrictions in the County-wide program, including, but not limited to, restrictions on the types of leave which may be donated and/or used.

ARTICLE 27 **UNIFORMS AND EQUIPMENT**

Section 27.1. The Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks and underwear, in quantities specified by the Employer.

Section 27.2. All bargaining unit employees that are required to wear a particular shoe shall be provided with shoes in a style as required by the Employer. The Employer shall provide replacement footwear as needed.

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Section 27.3. 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 in condition issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item which is abused, destroyed or lost by an employee shall either be replaced or paid for at the current market value by the employee, at the option of the employee.

Section 27.4. Employees that are not issued uniforms by the Employer shall adhere to the following:

Male Personnel shall wear business attire, of conservative color and design, inclusive of:

- (a) Suit coat or sport coat
- (b) Suit trousers or dress trousers
- (c) Dress shirt with collar and tie
- (d) Trouser belt and buckle shall not be gaudy or offensive
- (e) Socks in keeping with conservative business attire
- (f) Dress shoes, highly shined where applicable

Female Personnel shall wear conservative, professional and business attire which may consist of:

- (a) Dress, skirt, dress pants, or pantsuit and blouse
- (b) Practical and professional office style footwear

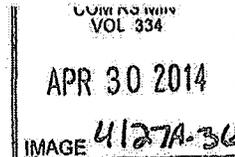
Section 27.5. Where an employee supplies evidence that he/she has sustained damage (other than normal wear and tear) to personal property while performing the duties of his/her assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of two hundred dollars (\$200.00) per year, but no more than fifty dollars (\$50.00) 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 received by an employee as compensation for damage to his/her personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder.

Section 27.6. In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from the Ohio Bureau of Workers' Compensation and the actual cost of repair or replacement.

ARTICLE 28

EXPENSES

Section 28.1. When an employee's duty requires him/her to travel outside of Hamilton County (and he or she is authorized for such travel), the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his/her duty, including, but not limited to, expenses incurred for meals, lodging and parking, subject to established



limits and rates, upon presentation to the Employer of receipts showing the employee's payment for same.

Section 28.2. When an employee is authorized by the Employer to travel outside of Hamilton County on official business and to drive his/her own automobile, the Employer shall reimburse the employee in an amount which corresponds to Section 162 of the Internal Revenue Code for all miles actually driven for official business by the employee.

Section 28.3. When an employee's duty requires him/her to utilize his/her personal vehicle (such as for court appearances), the Employer shall reimburse the employee for all miles actually driven by the employee in his/her automobile at the rate per mile that is in effect, and for actual parking expenses.

Section 28.4. All travel and expenses authorized or required by the Employer for official business shall be subject to the policy for reimbursement of expenses for travel on official county business as established by the Hamilton County Board of Commissioners, as revised on 01/01/09.

ARTICLE 29 **TRAINING**

Section 29.1. All training required of and authorized for an employee by the Employer (including all fees associated with CDL and HAZMAT endorsement) shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Hamilton County. On multiple-day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not require travel to the site from Hamilton County or to Hamilton County from the site shall be counted as regular work days, not to exceed eight (8) hours. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid.

Section 29.2. The Employer shall pay for all necessary, reasonable, authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition and fees in accordance with the provisions of the expenses Article of this Agreement.

Section 29.3. All bargaining unit employees shall be eligible to participate in the Hamilton County Tuition Reimbursement Program under the same terms and conditions, and with the same benefits, applicable to the other non-bargaining unit employees of the Hamilton County Board of Commissioners.

ARTICLE 30 **LEAVE OF ABSENCE**

Section 30.1. The Employer may grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon request to and with the approval of the Employer.

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- A. The authorization of a leave of absence without pay is a matter of administrative discretion and employees have no right to such leave. The Employer will decide in each individual case if a leave of absence is to be granted.
- B. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) calendar days prior to the commencement of the desired leave so that the various departmental functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to his same classification in an available assignment. Employees on an unpaid leave of absence are subject to all layoff and recall provisions of Article 13 of this Agreement.
- D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.
- E. The Employer should send a written reminder to the employee at least two (2) weeks prior to the end of the unpaid leave of absence. If an employee fails to return to work at the expiration of his requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.
- F. An employee who has been granted an unpaid leave of absence for personal reasons shall not accrue vacation leave, personal leave, holidays, or sick leave during such unpaid leave of absence.
- G. An unpaid leave of absence for personal reasons is unavailable as long as the individual has any qualifying paid leave or FMLA leave available. Further, such unpaid leave of absence for personal reasons, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993, if applicable.

Section 30.2. Childbirth/Adoption Leave

An employee may take up to five (5) consecutive scheduled work days as leave during the period immediately following the birth or adoption of a child. Written requests for this purpose must be submitted to the Employer. Such requests shall not be unreasonably denied. Such leave shall be deducted from accrued but unused sick leave if available - otherwise the employee must cover the time with other qualifying paid leave (e.g. vacation) or take the time as unpaid leave. Requests for additional time beyond the five (5) days will be subject to the same provisions as are normally applicable to the type of leave requested (e.g. sick leave, FML, etc.).

Family and Medical Leave:

An employee who meets the eligibility requirements for Family and Medical Leave may apply for such leave. The Employer will approve leave requests as required by the Act, provided that except as prohibited by the Act, the Employer may do the following: deny requests that the Act does not

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require be approved; require medical certifications; request medical examinations (which may include psychological examinations) in addition to any information or certifications provided by the employee; place employees on Family and Medical Leave if they are unable to apply or fail to apply but are otherwise qualified for such leave; require that employees use paid leave before unpaid leave and offset the paid leave against the Family and Medical Leave entitlement; require employees to pay their share of premiums for insurance coverage while on unpaid Family and Medical leave; take disciplinary action against employees who do not comply with the Employer's policies and procedures for administering Family and Medical Leave; coordinate the administration of Family and Medical Leave with the Employer's administration of other types of leave; and place an employee who has exhausted Family and Medical Leave and who is still unable to perform the essential functions of the position on unpaid Disability Leave or proceed to Disability Separation. Employees are subject to the Employer's policies and procedures on Family and Medical Leave, as amended, unless such policies or procedures are inconsistent with this labor agreement.

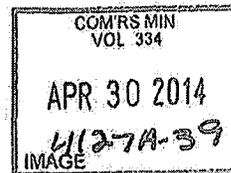
Section 30.3. All employees who are members of the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States including the Ohio National Guard are entitled to the greater of those military leave benefits provided in the Hamilton County Board of Commissioners Policy Manual or Ohio Revised Code Chapters 5903 and 5923.

Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one (1) continuous period of time.

Section 30.4. Medical Examination:

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

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



Disability Leave, Disability Separation, and PERS Disability:

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

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

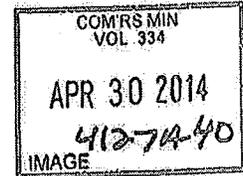
It is the employee's responsibility to request an unpaid Disability Leave since such leave is not granted automatically, although the Employer may place the employee on Disability Leave if the employer has satisfactory certification from a licensed physician that the employee is unable to perform the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

At any time after the employee has exhausted Family and Medical Leave and accrued but unused sick leave, and the Employer determines that the employee is unable to perform the essential functions of the employee's job, with or without a reasonable accommodation, and the Employer has declined to approve any additional leave (e.g. the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PERS Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS laws under this Agreement.

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

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

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



PERS Disability:

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

Section 30.5. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this section. All compensation received by the employee for such duty shall be reimbursed to the Employer unless such duty is performed totally outside the normal working hours of the employee. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from the Ohio Bureau of Workers' Compensation (OBWC), the Ohio Bureau of Employee Services (OBES), and the State Employment Relations Board (SERB).

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

**ARTICLE 31
SEVERABILITY**

Section 31.1. This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of the applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 31.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to negotiate alternative language on the same subject matter.

**ARTICLE 32
WAIVER IN CASE OF EMERGENCY**

Section 32.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, FEMA, the local EMA, the Director of Homeland Security, the federal Secretary of Health and Human Services, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and



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

Section 32.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had properly progressed, prior to the emergency.

ARTICLE 33 **PERFORMANCE EVALUATIONS**

Section 33.1. All performance evaluation policies and procedures as established by the Employer shall be reasonably related to job functions and shall be applied to bargaining unit employees in a consistent and equitable manner.

Section 33.2. When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation. An evaluation shall not be altered after the employee has initially received his/her evaluation, unless the employee is offered a detailed explanation for the alteration.

Section 33.3. The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement. Any disciplinary action taken solely on the results of any performance evaluation(s) may be subject to the grievance procedure as provided for in this Agreement.

Section 33.4. Non-probationary employees who demonstrate marginal performance may, at the discretion of the Employer, be subject to special evaluations in order to correct and improve their performance and avoid disciplinary action.

ARTICLE 34 **CIVIL SERVICE COMPLAINE**

Section 34.1. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the express provisions of this labor agreement, and the provisions of this labor agreement shall prevail over conflicting rules of such agencies. In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions of this Agreement are intended to supersede and/or prevail over conflicting provisions found in O.R.C. Sections 124.01 through 124.56.

Section 34.2. The Employer agrees that whenever an employee separates from service, or is otherwise removed from the bargaining unit that a letter describing length of service and appropriate benefits shall be sent to the County Personnel Department. Should the employee become employed in Ohio public service within a period of ten (10) years from the time of separation, upon written request from the employee, the Employer shall certify to the new Employer all information relevant to length of service and appropriate benefits.



ARTICLE 35
DURATION

Section 35.1. The provisions of this Agreement shall be effective upon execution by the parties, except as otherwise specifically provided, and shall remain in full force and effect through December 31, 2016.

Section 35.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent to the other party no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than sixty (60) calendar days prior to the expiration date of this Agreement as provided for in Section 35.1 of this Article. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within thirty (30) calendar days upon receiving notification of intent as provided for in this Section.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of this 28 day of MAY, 2014.

FOR HAMILTON COUNTY SHERIFF

FOR THE BEHCS

Jim Neil
Jim Neil
Hamilton County Sheriff

April S. Deaton
President; Bargaining Team Member

Keith L. Clepper
Keith L. Clepper
Labor Relations Administrative Assistant

Tom Boy
Vice President; Bargaining Team Member

David E. Helm
David E. Helm
Assistant Human Resources Director

Crystal D. Luther
Bargaining Team Member

Brett A. Geary
Brett A. Geary
Labor Relations Consultant

Paul J. [Signature]
Bargaining Team Member

FOR THE HAMILTON COUNTY BOARD OF COMMISSIONERS

Robert K. Lomax
Bargaining Team Member

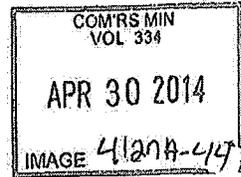
Christian Sigman
Christian Sigman
County Administrator

Jason Schmitt
Bargaining Team Member

APPROVED AS TO FORM:

Stephen S. Lazarus, Esq.
Hardin, Lazarus & Lewis, LLC

on file
Assistant Prosecuting Attorney



**APPENDIX 1
WAGE TABLE**

**HAMILTON COUNTY SHERIFF'S OFFICE
BENEVOLENT UNION PAYSCALE
EFFECTIVE WITH THE FIRST PAY PERIOD WHICH INCLUDES JANUARY 1, 2014**

SUPPORT SERVICES – TECHNICIAN

(Includes Account Clerk 1; Account Clerk 2; Clerk 2; DEO1; DEO2; *Mechanic 1 [NEW]*; Personnel Aide 1; Receptionist; Statistics Clerk; Training Asst.)

E	15.00
1	16.25
2	17.25
3	18.25
4	19.25
5	20.75

SUPPORT SERVICES – SPECIALIST

(Includes Admin. Secretary; Business Services Officer 1; Computer Operator; Corrections Class. Specialist; Correction Instructor; Court Data Entry 2; ID Tech; Inv. Purchasing Specialist; Process Officer 2; Secretary 2; Social Services Specialist; Mechanic 2/3; EMD Specialist)

E	17.00
1	18.75
2	20.50
3	22.25
4	24.00
5	25.75

SUPPORT SERVICES – IT

(Includes Applications Analyst; Computer Programmer/Analyst; Network Admin. 2)

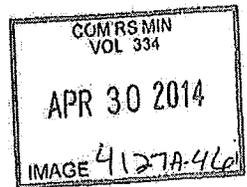
E	24.00
1	26.00
2	28.00
3	30.00
4	32.00
5	34.00

Upon implementation for 2014, employees move to the step that is closest, but not lower than their current hourly wage (and not higher than the highest step), before computing longevity; those employees exceeding the highest step in the new pay grade will be frozen at their current rates until the pay grades catch up to their rates. Effective January 1, 2015, employees would move to the next higher step, if applicable, in the pay grades on their anniversary dates. All new employees after January 1, 2014, would start at Entry Level and move to year one (1) after completion of one (1) year of service, and then continue to move through the steps on their anniversary dates. Any employee moving from one pay grade to a higher pay grade would go to the closest step that would not be a decrease in pay, before computing longevity.

As stated in Article 19 (Wages), Section 19.3, there shall be no general increase to the pay grades above for calendar year 2015. For 2014, those employees in the positions of Statistics Clerk and Business Services Officer 1 who do not receive any general base rate increase in 2014 will receive a lump sum payment of \$500.00 on or before July 1, 2014, subject to any normal local, state, and federal deductions, or any deductions mandated by law. Such amounts are not an increase on the employees' base rates of pay. For 2015, employees in the positions of Account Clerk 2, Statistics Clerk, Business Services Officer 1, and Computer Program Analysts would receive a lump sum amount equaling 3.46% of their base rate of pay, and such amount, calculated on an annualized basis, shall be paid the last pay period of February, 2015,

subject to any normal local, state, and federal deductions, or any deductions mandated by law. Such amounts are not an increase on the employees' base rates of pay. Further, only employees actively employed on the date of execution of the agreement will be eligible for any back pay.



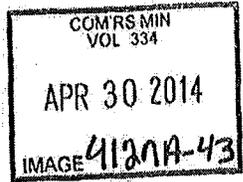


APPENDIX 2

WORK DIVISIONS, SECTIONS, AND UNITS

<u>Divisions</u>	<u>Sections</u>	<u>Units</u>
TID	Information Systems -----> RECI Internal Affairs	Techs, System Admin., Programmers
Patrol	Support Services -----> Criminal Investigations Administration	Garage, Office Support
Administration	Fiscal Employee Services	
Records	Central Warrants Bureau of Records Identification ----->	ID Techs, Processing Specialists
Court Services	Civil Process Fugitive Warrants Administration Garage	
Corrections	Education Classification Social Services Property -----> Jail Records -----> Administration ----->	Property, Intake, Visiting Intake, Records Commissary, Purchasing, Fiscal Inmate Accounts, Mail Room
OCD		
EMD		

(The Station Engineer and Training Assistant do not have a specific work division, section, or unit.)



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of this 28 day of MAY, 2014.

FOR HAMILTON COUNTY SHERIFF

FOR THE BEHCS

Jim Neil

April S. Deaton

Jim Neil
Hamilton County Sheriff

President; Bargaining Team Member

Keith L. Clepper

Tom Byrd

Keith L. Clepper
Labor Relations Administrative Assistant

Vice President; Bargaining Team Member

David E. Helm

Crystal D. Suther

David E. Helm
Assistant Human Resources Director

Bargaining Team Member

Brett A. Geary

Paul J. Han

Brett A. Geary
Labor Relations Consultant

Bargaining Team Member

FOR THE HAMILTON COUNTY BOARD OF COMMISSIONERS

Robert K. Lomas

Bargaining Team Member

Christian Sigman

Josua Schmidt

Christian Sigman
County Administrator

Bargaining Team Member

APPROVED AS TO FORM:

Stephen S. Lazarus

Stephen S. Lazarus, Esq.
Hardin, Lazarus & Lewis, LLC

on file

Assistant Prosecuting Attorney