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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HAMILTON COUNTY SHERIFF

AND

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
(Representing Sergeants and Lieutenants in the Enforcement Division)

STATE EMPLOYMENT RELATIONS BOARD
CASE NO. 2014-MED-07-0940

Effective Through
December 31, 2017

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ARTICLE 1
AGREEMENT/PURPOSE

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

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

ARTICLE 2
FOP RECOGNITION

Section 2.1. The Employer recognizes the FOP as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 14-REP-03-0036 on April 3, 2014, 14-REP-02-0020 on March 13, 2014, 06-REP-01-0004 on March 22, 2007 and 87-REP-01-0026 on June 18, 1987, including:

> All regular full-time employees of the Sheriff's Office Enforcement Unit in the following classifications: Enforcement Sergeants and Lieutenants, Court Services Sergeants and Lieutenants, Internal Affairs Sergeants and Lieutenants, and Electronic Monitoring Division Sergeants;

but excluding:

> All other employees.

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

Section 2.3. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the FOP in writing within thirty (30) calendar days. If the FOP disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the FOP's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP; 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 SERB to clarify or amend the bargaining unit.

If the parties do not agree, the position shall be subject to the challenge by the FOP to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3
FOP SECURITY

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

Section 3.2. The Employer agrees to deduct FOP membership dues once each pay period from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. Any employee who voluntarily submits a dues check off authorization and who thereafter revokes the authorization, shall pay the FOP, through payroll deduction, a fair share fee for the duration of this Agreement. The fair share fee is automatic and does not require the employee to remain a member of the FOP, nor shall the fair share fee exceed the dues paid by the members of the FOP in the same bargaining unit. 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 cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The FOP shall annually certify to the Employer the amount of the fair share fee.

The FOP shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09(C) and federal law.

Section 3.4. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues, fees, and/or assessments. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 3.5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) revocation of the check-off authorization pursuant to the terms of this Agreement.

Section 3.6. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 3.7. The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

Section 3.8. The rate at which dues are to be deducted shall be certified to the Employer or his designee by the FOP during January of each year. One (1) month advance notice must be given to the Employer or his designee prior to making any changes in an individual's dues deductions.

Section 3.9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or his designee.

Section 3.10. The check for membership dues shall be remitted to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215-4611.

ARTICLE 4
FOP REPRESENTATION

Section 4.1. Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall identify himself to the Employer or the Employer's designee.

Section 4.2. The Employer shall recognize three (3) employees (one of the three shall be from the Court Services Division), designated by the FOP, to act as FOP representatives, for the purposes of processing grievances in accordance with the Grievance Procedure. The representatives, or in their absence or inability to perform their function, designated alternates, shall be recognized a representatives, as provided herein.

Section 4.3. The FOP shall provide the Employer an official roster of its officers and representatives 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. FOP office held

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

Section 4.4. The investigation of grievances (alleged or filed) shall be on non-work time. Writing of grievances by representatives may be performed during working hours when such activity does not interfere with the performance of the representatives' assigned duties. If grievance hearings are scheduled during representatives' or employees' regular duty hours, the representative and/or employee shall not suffer any loss of pay while attending the hearings.

Section 4.5. The FOP agrees that no representative of the FOP, either employee or non-employee of the Employer, shall interfere with, interrupt, or disrupt the normal work duties of employees. Further, the FOP agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP business (defined as fund raising activities, solicitation for membership, or distribution of literature) on behalf of the FOP or any FOP Lodge, during the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 4.6. FOP Bargaining Committee. The wage demands have been submitted in good faith. All members of the Fraternal Order of Police Wage Committee shall be free from coercion, intimidation, discrimination, transfer (in retaliation for engaging in collective activities), threats or other detrimental actions.

Section 4.7. The FOP shall be permitted to utilize the intradepartmental mail system in order to communicate confidentially with bargaining unit members.

Section 4.8. The FOP shall be permitted, upon prior notification to the Employer, to place ballot boxes in each division or facility for the purpose of collecting employees' ballots on FOP issues subject to ballot. Ballot boxes and their contents are the property of the FOP and shall not be subject to review by the Employer or non-bargaining unit staff.

ARTICLE 5
MANAGEMENT RIGHTS

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

A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Department, standards of services, its overall budget, utilization of technology, and organizational structure;

B. To direct, supervise, evaluate, or hire employees;

C. To maintain and improve the efficiency and effectiveness of operations and programs;

D. To determine the overall methods, process, means or personnel by which operations are to be conducted;

E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. To determine the adequacy of the work force;

G. To determine the overall mission of the Department as a unit of government;

H. To effectively manage the work force;

I. To take actions to carry out the mission of the Department as a governmental unit.

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

ARTICLE 6
NON-DISCRIMINATION

Section 6.1. The Employer and the FOP agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, handicap, ancestry of any person, military status, or FOP membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the grievance procedure Article.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or designee(s) shall meet with not more than three (3) representatives of the FOP to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 7.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement.

B. Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP.

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.

F. To consider and discuss health and safety matters relating to employees.

Section 7.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible. If a special labor/management meeting is requested by either party to discuss an emergency health and safety matter, it shall be convened within ten (10) business days of the request. Any decision by the Employer regarding the issue raised at the meeting shall be issued to the Union within fifteen (15) business days of the close of the meeting.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, 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. It is not intended that the grievance procedure be used to effect changes in those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 8.2. 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 Level 4 Warnings or lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at the Employer's level.

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

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

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

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

Section 8.4. All grievances must be submitted in writing and should contain the following information to be considered:

A. Grievant's name and signature;

B. Date, time and location of grievance;

C. Description of incident giving rise to the grievance;

D. Date grievance was first discussed;

E. Name of supervisor with whom grievance was first discussed;

F. Date grievance was filed in writing;

G. Article(s) and Section(s) of the Agreement alleged to have been violated; and

H. Desired remedy to resolve grievance.

Section 8.5. The following steps shall be followed in the formal process of a grievance for employees in the Patrol Section or Criminal Investigation Section:

Step 1: A grievance may be submitted by the grievant to the Captain supervising the grievant's Section or designee, or the Commander of the Criminal Investigation Section or designee, whichever is applicable, within the time limits set forth in Section 8.3 above. It shall be the responsibility of the proper command officer or designee to investigate the matter and to provide a written answer to the grievant within five (5) calendar days following the day on which the matter was submitted.

Step 2: A grievance unresolved at Step 1 may be submitted by the grievant to the Patrol Division Commander or his/her designee within seven (7) calendar days of the presentation of the Step 1 answer. It shall be the responsibility of the Patrol Division Commander or designee to investigate the matter and to provide a written answer to the grievant within five (5) calendar days following the day on which the matter was submitted to the Patrol Division Commander.

Step 3: A grievance unresolved at Step 2 may be submitted by the grievant to the Employer or designee within seven (7) calendar days of the presentation of the Step 2 answer. The Employer

or designee shall meet with the grievant, and representative of the FOP 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 grievant within five (5) calendar days of such meeting.

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

Section 8.6. The following steps shall be followed in the formal process of a grievance for employees in the Organized Crime Division and Court Services Division:

Step 1: A grievance may be submitted by the grievant to the Organized Crime Division Commander/Court Services Commander or designee, whichever is applicable, within the time limits set forth in Section 8.3 above. It shall be the responsibility of the Organized Crime Division Commander/Court Services Commander or designee to investigate the matter and to provide a written answer to the grievant within five (5) calendar days following the day on which the matter was submitted.

Step 2: A grievance unresolved at Step 1 may be submitted by the grievant to the Employer or designee within seven (7) calendar days of the presentation of the Step 1 answer. The Employer or designee shall meet with the grievant, and a representative of the FOP if the grievant desires, within seven (7) calendar days of submission of the grievance to Step 2, to discuss the grievance. The Employer or designee shall provide a written answer to the grievant within five (5) calendar days of such meeting.

Step 3 - Arbitration: A grievance unresolved at Step 2 may be submitted to arbitration upon request of the FOP in accordance with provisions of Section 8.7 of this Article hereinafter set forth.

Section 8.7. The FOP, 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 2 or 3, whichever is applicable, the FOP shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP 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 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(s).

A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue 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. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement. Five (5) days before the beginning of an arbitration hearing the parties shall exchange witness lists and copies of all documents which they intend to use at the hearing.

C. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his/her decision with thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

D. The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the FOP. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing. At the conclusion of his/her award the arbitrator may consider the award of additional monetary damages against either party where he/she finds either party to have made a frivolous argument or for violations of this Agreement, after taking into consideration the nature of the violation, the adequacy of any remedy otherwise provided for by this Agreement or requested by the grievant or the FOP, and the continuing nature of the violation. Such an award may only be made at the request of either party before the close of the hearing.

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

Section 8.9. The FOP shall use a grievance form which shall provide the information outlined in Section 8.4. The FOP shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

ARTICLE 9
DISCIPLINE

Section 9.1. The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for actions occurring while the employee is on duty, or working under the colors of the Employer, or in instances where the employee's conduct violates his/her oath of office. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. As such, an employee may receive more than one (1) warning at any level before progressing to the next level. Forms of disciplinary action are as follows:

A. Level 1 Warning (equivalent to a Counseling Letter);

B. Level 2 Warning (equivalent to a Written Reprimand);

C. Level 3 Warning (equivalent to a minor suspension twenty-four [24] hours or less);

D. Level 4 Warning (equivalent to a suspension of more than twenty-four [24] hours), and/or reduction in pay and/or position;

E. Discharge.

Documents known as "General Infraction Guides" are not considered discipline and are not subject to the grievance procedure.

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

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

Section 9.3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. No employee will receive a Level 3 or 4

Warning, be reduced in pay and/or position or be discharged without first having had the opportunity for a pre-disciplinary hearing. The employee and the FOP Staff Representative will be given a one hundred twenty (120) hour advance notice of the hearing, with a description of the charges. Notice to the Staff Representative will be by facsimile. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the hearing 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 hearing.

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

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

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

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

Section 9.4. Level 3 Warnings, Level 4 Warnings, reduction in pay and/or position and discharge may be appealed through the grievance procedure. Level 1 and 2 Warnings may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

Section 9.5. 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 FOP representative present to advise him/her during the questioning.

C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

D. Preliminary investigations may be tape recorded. Formal disciplinary hearings 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 hearing. The employee may also record the hearing. All meeting or hearings provided for in this Section may be recorded by the charged employee.

E. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shift.

F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest period, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.

G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

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

Section 9.6. Any employee required by the Employer to attend an investigatory interview or disciplinary hearing outside of his scheduled working hours shall be paid for all such time.

Section 9.7. Any employee charged with or under indictment for a felony, or any crime which results in a weapons disability, 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, or any crime which results in a weapons disability, shall be summarily discharged. Where the charges are reduced to a misdemeanor (other than a crime which results in a weapons disability) or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he/she shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his/her credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence.

Section 9.8. In all cases disciplinary action must be instituted within six (6) months of the date of the Employer's verification of the alleged misconduct.

ARTICLE 10
PERSONNEL FILES

Section 10.1. Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the FOP as designated in Article 4 of this Agreement may inspect the personnel file of any

bargaining unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.

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

Section 10.3. Records of Level 1 Warnings shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Records of Level 2 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 3 Warnings, shall cease to have force and effect three (3) 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 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 received 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 received 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 10.4. To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

1. If the Employer receives a public records request for the inspection of any information about an employee covered by this agreement contained within the files kept by the Employer, the Employer shall ascertain the identity of the person making such a request.

2. No information may be released until the Employer has provided the employee with a summary of the information about the employee that will be released and to whom it will be released unless some reasonable ground exists for the Employer not to do so.

3. The employee will have five (5) days after being notified in (2) above to file an objection to the release of information and/or to request an opportunity to be heard regarding such release.

4. If the employee requests a hearing on the release of his or her information, the Employer shall hold such hearing within a reasonable amount of time, and shall allow the employee the opportunity to be heard.

5. If, after the hearing, the Employer determines that disclosure of the requested information would not threaten the officer's and/or the officer's families' personal security, or said information is not otherwise protected from disclosure, the Employer will release the information requested.

ARTICLE 11
PROBATIONARY PERIOD

Section 11.1. Any employee promoted into the bargaining unit or into a higher classification within the bargaining unit shall be required to successfully complete a probationary period of one (1) calendar year. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his former classification.

ARTICLE 12
SENIORITY

Section 12.1. "Seniority" shall accrue to all employees in accordance with the provision of this Article. Seniority, as defined in Section 12.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 12.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Hamilton County Sheriff. "Rank seniority" shall be computed on the basis on uninterrupted length of continuous service in rank in the employ of the Hamilton County Sheriff.

A. The following situations shall not constitute a break in seniority:

   1. Absence while on approved leave of absence.

   2. Absence while on approved sick leave or disability leave.

   3. Military leave.

   4. A layoff of three (3) year's duration or less.

B. The following situations constitute breaks in service for which seniority is lost:

   1. Discharge or removal for just cause.

   2. Retirement.

   3. Layoff for more than three (3) years.

4. Failure to return to work within fourteen (14) calendar days of recall from layoff.

5. Failure to return to work at the expiration of leave of absence.

6. A resignation.

An employee who is promoted to a higher rank shall continue to accumulate seniority in lower ranks, provided continuous service is not broken by the situations listed above.

Section 12.3. The Employer shall post a seniority list, once every twelve (12) months, on the department bulletin board showing the overall and rank seniority of each employee. One (1) copy of the seniority list shall be furnished to the FOP upon request.

Section 12.4. Employees laid off shall retain their seniority for a period of three (3) years from the date of layoff.

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 or job abolishment, the Employer shall notify the affected employees fifteen (15) calendar days in advance of the effective date of layoff. The Employer, upon request from the FOP, agrees to discuss, with representatives of the FOP, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with rank seniority, as defined in Article 12 of this Agreement.

Section 13.2. In the event an employee is notified of a layoff, and there is a less senior employee in a lower classification, the laid off employee may displace the less senior employee in the lower classification provided the laid off employee possesses all qualifications and certifications required for that particular classification, and the laid off employee can demonstrate that he can perform the duties of the lower classification. Any employee who displaces pursuant to this Section shall be paid at the rate assigned to the classification he displaces into. This provision applies only to bargaining unit employees and bargaining unit positions, except to the extent employees displace into the "patrol unit" bargaining unit.

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, provided they are presently qualified to perform the work in the work section to which they are recalled. 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 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.

Section 13.5. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt of or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 14
VACANCIES

Section 14.1. The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article, and with bargaining unit members, unless there are no qualified bargaining unit members for a position.

Section 14.2. Whenever the Employer determines that a permanent vacancy exists, notices of such vacancy shall be posted on the bulletin boards where employee notices are usually posted for ten (10) calendar days, and read at roll call for three (3) consecutive days during the posting period, prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and rank of immediate supervisor and location of reporting and working. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer or his designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job.

Section 14.3. Prior to considering applicants for promotion, the Employer shall first consider those applicants for a vacancy who are applying for a lateral transfer (same classification and pay range). Any vacancy which occurs as a result of a lateral transfer shall be posted and filled in accordance with this Article.

Section 14.4. All promotions in rank which result in an increase in pay, or assignment to a higher pay range, shall be based upon merit and fitness as determined by promotional examination. When the Employer determines that a permanent promotional vacancy exists that the Employer intends to fill permanently, the Employer shall fill that vacancy within one hundred twenty (120) calendar days of the position being posted. There shall be separate testing for the Court Service Division and the Patrol Division. For purposes of this Article, the Patrol Division includes assignments to the Organized Crime Division. It shall be the sole right and responsibility of the Employer to administer and evaluate all promotional examinations, assessments and testing procedures, and to cause to be developed all promotional examinations, assessments and testing procedures. Examinations shall be developed by an independent testing service. Prior to the administration of any examination, the Employer shall post on department bulletin boards, with a copy to the FOP, the structure of the examination with the weight to be granted for each factor or part of the examinations. Upon request from the FOP, the Employer

agrees to meet and discuss the structure and weight factors of an examination prior to the examination being administered.

In order to be eligible for a promotional examination, an applicant must have or will have completed the required length of service (as stated on the examination posting) in the immediately preceding rank prior to the date of the examination.

Section 14.5. An employee must achieve a passing score on all other factors in a promotional examination in order to receive seniority and efficiency credit.

Section 14.6. Eligibility lists established by promotional examinations shall remain in effect for two (2) years from the date of certification of the results by the testing service, or until the list is exhausted, which ever comes first. Copies of eligibility lists shall be provided to the FOP. Any bargaining unit member may inspect his written examination within thirty (30) calendar days from the date of certification.

Section 14.7. Promotions may be offered to any one (1) of the top three (3) scorers on an examination if more than three (3) pass the examination, or to any employee who passes the examination if three (3) or less take the examination. Employees passed over shall retain their standing on the eligibility list.

Section 14.8. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Temporary position holders shall receive no additional credit in the examination process. If an eligibility list is in effect, temporary position holders shall be appointed in accordance with Section 14.7.

A temporary position holder appointed from an eligibility list who is subsequently permanently appointed to the position, shall receive service credit toward completion of the promotional probationary period for the time spent as a temporary position holder. An employee appointed as a temporary position holder shall, after occupying the position for one full pay period, be paid at the applicable pay level of the position.

ARTICLE 15
BULLETIN BOARDS

Section 15.1. The Employer agrees to provide bulletin board space in agreed upon areas of the facilities for use by the FOP. These bulletin boards and/or space may be shared with the non-supervisory bargaining unit.

Section 15.2. All FOP notices of any kind posted on the bulletin boards shall be signed, posted or removed by an FOP representative. It is understood that no material may be posted on any FOP 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, or for office in any employee organization; and

D. Attacks on any employee organization, regardless of whether or not the organization has local membership.

Section 15.3. No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP.

Section 15.4. Upon the request of the Employer or his designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 16
WORK RULES - GENERAL ORDERS

Section 16.1. The Employer agrees that all General Orders, Standards of Conduct, Rules and Regulations, Policies, Procedures, Directives and Work Rules shall be applied uniformly within the group of employees to which such are directed. For the purposes of this Article all of the above shall be considered inclusive within the terminology of Work Rules/General Orders.

Section 16.2. Every employee shall be informed of and shall have access to copies of Work Rules/General Orders which apply to such employee.

Section 16.3. Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on department bulletin boards, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. Any employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement any work rules prior to the conclusion of the acknowledgment period.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1. Each employee's work schedule shall be determined by the Employer. Work schedules covering not less than a twenty-eight (28) calendar day period shall be posted seven (7) calendar days in advance of their effective date.

Upon report in to work, affected employees shall be given seventy-two (72) hours prior notice of any non-emergency schedule change. No employee shall be pre-scheduled to work more than one (1) shift in a twenty-four (24) hour period. When proper prior notice has not been given, and an employee is scheduled to work more than one (1) shift in a twenty-four (24) hour period, the

employee shall receive four (4) hours of compensatory time, in addition to being paid for the shift. This provision does not apply when such rescheduling places an employee in overtime status.

Section 17.2. The standard work period for all bargaining unit employees on a shift assignment other than a twelve (12) hour shift shall consist of no more than one hundred sixty (160) hours, inclusive of roll call time, within a twenty-eight (28) calendar day period. The standard work period for all bargaining unit employees on a twelve (12) hour shift assignment shall consist of no more than one hundred sixty-eight (168) hours, inclusive of roll call time, within a twenty-eight (28) calendar day period. Shift assignments for bargaining unit employees are described in Appendix A.

Section 17.3. All hours worked in excess of an employee's work day, and all hours worked in excess of an employee's standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1-1/2) times his regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out, etc.). Overtime shall be calculated in one-tenth (1/10) hour increments, with a minimum of three-tenths (0.3) hour (eighteen [18] minutes) compensation for overtime of less than eighteen (18) minutes worked. The Employer will maintain voluntary and mandatory overtime lists for bargaining unit employees assigned to both the 4/2 schedule assignments and the 12 hour shift assignments.

Section 17.4. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1-1/2) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of two hundred forty (240) hours at any given time. In the event an employee accumulates two hundred forty (240) hours of compensatory time, then any future overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

A. The election of overtime pay or compensatory time is solely the right of the employee, and he/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 (e.g. having the proper number and type of staff on duty) and provided the grant of compensatory time does not cause forced overtime;

C. Requests for compensatory time off must be submitted in advance of the time requested;

D. The Employer may schedule an employee off on compensatory time, so long as such scheduling does not reduce an employee's compensatory time balance below eighty (80) hours;

E. The Employer shall provide not less than sixteen (16) hours advance notice to an employee of any Employer-scheduled compensatory time off;

F. Once an employee has reported to work, compensatory time must be used only by mutual agreement of the employee and the Employer;

G. Compensatory time off requested by an employee which has been approved and scheduled, shall not be cancelled except when unanticipated operational needs of the Department would require it;

H. Requests for compensatory time off in conjunction with vacation shall be honored;

I. 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. Cash-in requirements must be made in whole hour increments, except where the employee is converting his/her entire balance. Payment shall be made at the rate of pay existing at the time of cash-in.

Section 17.5. 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, an employee may work a scheduled day off in exchange for an additional day off to be scheduled in the work period, without receiving any additional compensation.

Section 17.6. When unusual circumstances (defined as a temporary deviation) exist, the Employer may change work schedules concerning hours and days, but cannot exceed one hundred sixty (160) hours in a twenty-eight (28) calendar day period for non-twelve (12) hour shift assignments or one hundred sixty-eight (168) hours in a twenty-eight (28) calendar day period for twelve (12) hour shift assignments, without compensating at a one and one-half (1-1/2) overtime rate. Changing work schedules will be determined by the Employer on an "as needed" basis. Absent extenuating circumstances, the Employer shall not TDY an employee from one shift to another shift or to an off-duty day. Extenuating circumstances shall be determined by the Section Commander or his or her superior.

Section 17.7. Pay for overtime shall be paid no later than the pay period following the work period during which the overtime was worked.

Section 17.8. Scheduled unpaid days off, or "Kelly days," may be utilized with any 12 hour schedule. The Kelly days will be assigned by the Employer considering operational needs. If a bargaining unit employee transfers to an assignment that has a scheduled Kelly day, he or she shall assume the scheduled Kelly day until annual Kelly day selections are made. Kelly days shall be considered a regularly scheduled off day.

Section 17.9. Employees shall select their shift assignment within their work assignment area, according to their seniority, subject to the restrictions in Appendix A and the operational needs of the Department; however, the Employer still maintains the authority to assign Districts and

assignments pursuant to its discretion. Shift preferences are to be submitted during the month of November of each Agreement year. Upon transfer from one work assignment area to another, a transferred employee shall be given the opportunity to select his/her shift assignment within classification in accordance with his/her seniority within thirty (30) calendar days of the effective date of such transfer; however, Kelly day scheduling will be determined in accordance with Section 17.8. For purposes of this Section, seniority means "rank seniority" as defined in Article 12 (Seniority), Section 12.2 of this Agreement.

ARTICLE 18
COMPENSATION

Section 18.1. Employees in the rank of Sergeant shall be paid an annual salary equal to sixteen percent (16%) more than the top annual salary step in the pay grade for Patrol Officer.

Section 18.2. Employees in the rank of Lieutenant shall be paid an annual salary equal to an amount that is sixteen percent (16%) more than the annual salary of Patrol Sergeant.

Section 18.3. Beginning the first day of the pay period within which an employee completes the required number of years of total service with the Employer, 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 (1½%)
Twenty (20) years of service:	Two percent (2%)

ARTICLE 19
COURT TIME/CALL-IN TIME/STAND BY

Section 19.1. Whenever an employee is required to appear on off-duty time before any official court or before the Prosecutor in 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 a pretrial conference for more than three (3) hours, or is required to make more than one appearance during any given off-duty day such excess time or additional appearances shall be 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 19.2. Any 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.

Section 19.3. Any employee who, while in an on-call status, is required to remain on the Employer's premises, or at his home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his own purposes and shall be considered to be working during the entire time he is on-call.

ARTICLE 20
INSURANCE

Section 20.1. 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 employees who are in classified civil service positions. If such non-bargaining unit Hamilton County employees are required to pay a portion of insurance premiums for any insurance plans, the same co-payment shall also apply to bargaining unit employees. The effective date of the life insurance plan shall be January 1, 1998.

Section 20.2. All insurance co-payments provided for in this Article shall be through payroll deductions.

Section 20.3. If the Hamilton County Personnel Department determines that it is desirable to establish any committee or procedure for the purposes of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the Union. The formulation of any committee or procedure as described in this Section shall be at the sole discretion of the Director of the Hamilton County Personnel Department or the Director's designee.

Section 20.4. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his/her official and/or assigned duties.

Section 20.5. The life insurance policy currently in effect shall continue throughout the term of this Agreement.

Section 20.6. Employees on unpaid leaves of absence shall be able to retain their hospitalization coverage by paying the entire amount of the premium at their own expense.

Section 20.7. The co-payment paid by bargaining unit employees for any specific insurance plan provided for in Section 20.1 shall not increase from year to year by more than the percentage wage increase received by the employees' classification group. Effective April 1, 2016, the language of Section 20.7, first sentence, shall be deleted, and the insurance cap will cease to be in effect. Effective April 1, 2016, if 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, deductibles, etc.) specified for non-bargaining unit Hamilton County Board of Commissioners' employees shall also be applicable to bargaining unit employees. The deletion of the insurance cap will be considered a qualifying event in the Employer's insurance plan. In the event a bargaining unit employee elects to enroll in a different Hamilton County medical insurance plan as a result of this event, the insurance carrier will transfer any payments made towards the deductible in the current plan year to the newly elected plan for the plan year. The first pay check received in the month of April 2016 will reflect the modified employee payroll contributions.

All bargaining unit employees shall receive a lump sum payment of two thousand five hundred dollars ($2500.00) for the deletion of the insurance cap to be paid no later than sixty (60) days after execution of the labor agreement by all parties. Such lump sum payment shall not be added to the base rates of pay and shall not be used to calculate overtime. Further, such lump sum is not pensionable compensation.

ARTICLE 21
HOLIDAYS

Section 21.1. Designated holidays shall be as follows:

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

The length of each holiday listed above shall be equal to the length of an employee's scheduled work day.

Section 21.2. On December 1, of each year of this Agreement, each employee shall be credited with one hundred twenty (120) hours of holiday compensatory time. Holiday compensatory time shall be considered separately from overtime compensatory time. Requests for holiday compensatory time off must be submitted in advance of the time requested, and shall be honored subject to the operational needs of the Department.

Section 21.3. Non-continuous operations employees shall normally not be scheduled to work on a designated holiday other than Columbus Day. In such instances, those employees shall have deducted from their holiday compensatory time balance the number of hours in their regular work day. If the non-continuous operations employee works all or part of the holiday, no deduction shall be made for the time worked. Employees assigned to CIS or OCD will be scheduled to work all holidays which occur on their normal work days, and will be permitted to take a holiday off only with the prior approval of the Section Chief or Division Commander.

Section 21.4. On the first regularly scheduled pay day in December of each Agreement year, employees shall be paid, by separate check, for the balance of holiday compensatory time to their credit.

Holiday compensatory time credit and cash conversion shall be pro-rated for those employees employed for less than the full December to December period, based upon the holidays which occur or occurred during their period of employment. An employee who separates prior to any December 1 and who has taken holiday compensatory time in excess of his/her pro-rata entitlement, shall have the excess time deducted from any final compensation due.

Section 21.5. A bargaining unit employee with a normal work schedule exceeding eight (8) hours a day (e.g., 8½ hour shift, 12 hour shift, etc.) shall be compensated for those hours normally scheduled over eight (8) hours and actually worked in Holiday Flex Time (HFT). HFT has no cash value, and bargaining unit employees cannot cash in HFT at any time for any value. HFT cannot be "banked" and shall be forfeited, if unused, at the end of the HFT year. Such HFT year shall run from September 1 to August 31. HFT can be used as leave with pay, provided that the use does not cause operational concerns, and provided the use of the leave does not create overtime. A bargaining unit employee may substitute HFT for any other approved leave which has been approved prior to the date of the leave (e.g., sick leave, bereavement leave, but excluding leave approved in Section 28.2 [Childbirth/Adoption Leave]).

ARTICLE 22
VACATION

Section 22.1. 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 prior county service in the State of Ohio, as follows:

A. One (1) year of service but less than six (6) years completed; rate of accumulation: 3.1 hours per pay period.

B. Six (6) years of service but less than twelve (12) years completed; rate of accumulation: 4.6 hours per pay period.

C. Twelve (12) years of service but less than eighteen (18) years completed; rate of accumulation: 6.2 hours per pay period.

D. Eighteen (18) years of service but less than twenty-five (25) years completed; rate of accumulation: 7.7 hours per pay period.

E. Twenty-five (25) years or more of service completed; rate of accumulation: 9.2 hours per pay period.

Section 22.2. The above accruals are effective on January 1, 2009. Vacation credit accrues while in any Employer paid leave status. No vacation credit is earned while an employee is in no pay status or while on overtime. Pro-rated vacation credit is given for any part of a pay period. Through December 31, 2008, forty (40) hours vacation credit is added at the completion of eight (8), fifteen (15), twenty (20), and twenty-five (25) years of employment in addition to the

increased rate of accrual. During calendar year 2009, employees who could have received an additional forty (40) hours of vacation for reaching eight (8), fifteen (15), twenty (20), or twenty-five (25) years of employment as defined in the vacation schedule in the prior agreement will receive such credit at the time they achieve those years of employment. Thereafter, no additional vacation credit shall be given beyond the normal rate of accrual, or as allowed upon the completion of the first year of service.

Section 22.3. Vacation may be taken in one half (1/2) hour increments. Requests for vacation shall be made in writing by the employee to the employee's supervisor.

Section 22.4. The Employer shall post a vacation calendar in each unit by the first Monday of November of each year. Employees may request, prior to March 1, the dates for that vacation year (January 1 through December 31 of that year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer as established in Article 12.2, subject to the following limitations and exceptions:

A. The first round of vacation selection shall begin by the first Monday of November of the prior year and the first round of vacation selection shall be completed by December 31st. Each employee shall be given the opportunity to select vacation in this round. Failure to select vacation in this round will waive the right to a first round pick.

B. Vacation requests submitted before January 1st shall be honored only to the extent that the employee has selected up to seventeen (17) consecutive working days from vacation (which may be combined with his regularly scheduled off days). All employees assigned to a twelve (12) hour shift shall be entitled up to twelve (12) consecutive working days on their initial pick. After making his/her initial selection the employee may not make any additional selections for the use of vacation time until all other members of his/her shift have had the opportunity to make their seniority vacation selections. After this first round of vacation picks, the second round of vacation picks by seniority will be allowed with no limits on the amount of vacation time or period of time which may be selected. Vacation requests submitted by March 1st shall be honored in accordance with this section.

C. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

D. An employee who has received approval of his/her vacation request, and is subsequently reassigned, shall not lose his/her right to that approved vacation period.

E. An employee who has received approval of his/her vacation request shall not lose his/her right to that approved vacation period to a more senior employee who transfers in to his/her unit or location.

F. 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 put the reason for such denial in the space

provided on the reverse side of the request for leave form and return the request for leave form to the employee requesting such leave.

Section 22.5. 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.

Section 22.6. Any employee who separates from service shall be paid for any earned but unused vacation leave.

Section 22.7. 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 22.8. Vacation balances shall be shown on an employee's regular paycheck.

ARTICLE 23
SICK LEAVE

Section 23.1. 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 sick leave, layoff, unpaid leave of absence, disciplinary suspension, or while the employee is in overtime status or on a Kelly day. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit.

Section 23.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

A. Illness or injury conditions of the employee.

B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.

D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed the hours the employee would be scheduled in the seven (7) consecutive calendar days following the death. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave (8 hours, 8½ hours,

or 12 hours, depending on work assignment) to attend the funeral of a relative not included in the definition of immediate family.

E. Illness or injury 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 Section, 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-mother/father/brother/sister/children, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 23.3. When an employee is unable to report to work due to reasons specified in Section 23.2 above, he/she shall notify his/her immediate supervisor or other designated person, prior to the time he/she is scheduled to report to work (at least two [2] hours prior for continuous operations employees), unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 23.4. 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 calendar days or more, or for sick leave usage that exceeds forty (40) hours, 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.

Section 23.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. Excessive and/or abusive use of sick leave benefits may result in the employee being placed on "Administrative Sick Leave Watch" (ASLW). Prior to being placed on ASLW, any employee recommended for ASLW shall be entitled to a divisional hearing at which an FOP associate may be present.

Section 23.6. An employee who does not use any of his/her sick leave in any period consisting of four (4) consecutive months shall be granted eight (8) hours of extra time off (personal leave) 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) calendar days later. Personal leave must be used within one (1) year of the date of earning, otherwise they shall be paid. Employees must be in active pay status as defined in Section 23.1 above to receive credit

toward earning of personal leave. All requests to receive pay under this provision are the responsibility of the employee.

When sick leave is approved for the death of the employee's immediate family as provided for in Section 23.2(D), or when bereavement leave is approved as provided for in Section 23.10, or when an employee is admitted to a hospital as the result of an on duty injury, such absence shall not constitute a disruption of the employee's ability to earn a personal day a provided for in this Section.

Section 23.7. 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 23.8. In case of death of an active employee, 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.

Section 23.9. Sick leave balances shall be shown on an employee's regular paycheck.

Section 23.10. Upon the death of an employee's spouse, child, step-child living with the employee, grandparent, mother, father, sister, or brother, the Employer shall grant bereavement leave in lieu of the use of sick leave as provided for in Section 23.2(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.

ARTICLE 24
OCCUPATIONAL INJURY LEAVE

Section 24.1. In the event of an occupational injury or an occupational illness incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which illness or injury is not the result of "horse-play", 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 thousand (1000) hours. 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 an 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 24.2. 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 1 of this Article.

Section 24.3. 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 designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 24.4. Any employee claiming an occupational illness or injury under this Article shall file an injury claim with the Ohio Bureau of Worker's Compensation as soon as possible. Upon approval of the claim by OBWC, 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 used by the employee during the first eight (8) days of absence shall be restored to his/her credit. The employee shall remit to the Employer all income benefits paid by OBWC for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

Section 24.5. 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 to the employee by OBWC, and that OIL is not in lieu of OBWC benefits.

Section 24.6. 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. Light duty under this section shall be limited to an eight (8) hour shift (e.g., Off Day Group 8).

ARTICLE 25
UNIFORMS AND EQUIPMENT

Section 25.1. 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. Employees shall have leather goods replaced by the Employer on an as needed basis as determined by the Employer. The Employer shall furnish all required footwear.

Section 25.2. All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment, 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 lost by an employee shall either be replaced or paid for at current market value by the employee, at the option of the employee.

Section 25.3. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer or his designee.

Section 25.4. Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his/her assigned work, provided such damage was not the result of "horseplay", 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 personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder.

Section 25.5. In the event of damage to prescription eye glasses (including frames), contact lenses, dentures and other oral prostheses, which damage occurs in the active discharge of the employee's duties, the Employer shall pay the difference, if any between the amount of reimbursement from Worker's Compensation and the actual cost of repair or replacement.

Section 25.6. An employee who retires from service with the Employer shall be presented his or her badge. The badge shall be presented in such a manner as to make it unusable. The retiring employee shall also be presented with an identification card that identifies him or her as a retired deputy sheriff. In order to qualify for the provisions of this Section, the retiring employee must have completed ten (10) years of service with the Employer, and must apply for and be granted full retirement (age and service) benefits by the Public Employees Retirement System (PERS).

Section 25.7. On the first regularly scheduled pay day following May 1, of each calendar year, employees who have completed more than one (1) years of service in the bargaining unit shall receive a uniform allowance of one thousand dollars ($1000.00). Payment shall be made by separate check. An employee who completes one (1) year of service in the bargaining unit after May 1 shall upon completion of the one (1) year service requirement receive a pro-rated uniform allowance of eighty-three dollars and thirty-three cents ($83.33) per full calendar month of service from date of entry into the unit to May 1. An eligible employee who separates from service prior to May 1 of any year shall be entitled upon separation to a pro-rated share of the allowance based upon the number of months of service completed since the previous May 1.

ARTICLE 26
EXPENSES

Section 26.1. When an employee's duty requires him/her to travel outside of Hamilton County, the Employer shall reimburse or provide advance per diem to 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, expense incurred for meals, lodging and parking, subject to established limits and rates as established by the Hamilton County Board of Commissioners for all County employees, upon presentation to the Employer of receipts showing the employee's payment for same.

Section 26.2. 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 for all miles actually driven for official business at the mileage rate as established by the Internal Revenue Service.

Section 26.3. 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, and for actual parking expenses.

ARTICLE 27
TRAINING

Section 27.1. All training required of, and authorized for, an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Hamilton County. On multiple-day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not require travel to the site from Hamilton County or Hamilton County from the site shall be counted as regular work days, not to exceed eight (8) hours. Any employee on a shift assignment that exceeds eight (8) hours will be allowed to use personal leave, compensatory time, or vacation to supplement his or her work hours to match the normal work hours for that employee.

Section 27.2. 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 this labor agreement.

ARTICLE 28
LEAVES OF ABSENCE

Section 28.1. 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 the request to and with the approval of the Employer.

A. The authorization of a leave of absence without pay is a matter of administrative discretion and employees have no right to such leave, subject to the provisions below. The Employer will decide if a leave of absence is to be granted in each individual case.

B. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, illnesses, disabilities or as otherwise specified in this Article, 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 the position formerly occupied or the next available similar position if the employee's former position no longer exists. 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 shall send a written reminder to the employee at the address on file with the employer 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.

H. In lieu of requesting family and medical leave and/or disability leave the employee may request a temporary assignment to an available alternate position that would better accommodate the employee's reason for requesting leave. This request may be granted or denied at the sole discretion of the employer.

I. During any unpaid leave of absence provided for in this Section, the Employer will provide health insurance as defined in Article 20 of this Agreement through the end of the calendar month, during which such unpaid leave of absence begins.

Section 28.2. Childbirth/Adoption Leave:

Any employee may take up to seven (7) consecutive calendar 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 (e.g., vacation) or take the time as unpaid leave. Requests for additional time beyond the seven (7) consecutive calendar days will be subject to the same provisions as are normally applicable to the type of leave requested (e.g., sick leave, FML, etc.).

Section 28.3. 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:

A. Deny requests that the Act does not required be approved;

B. Require medical certifications;

C. Request medical examinations (which may include psychological examinations) in addition to any information or certifications provided by the employee;

D. Place employees on Family and Medical Leave if they are unable to apply or fail to apply, but are otherwise qualified for such leave;

E. Require employees to pay their share of premiums for insurance coverage while on unpaid Family and Medical leave;

F. Take disciplinary action against employees who do not comply with the Employer's policies and procedures for administering Family and Medical Leave;

G. Coordinate the administration of Family and Medical Leave with the Employer's administration of other types of leave as provided by this agreement;

H. 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; and

I. The employee may use all accrued but unused sick leave first, and then all accrued vacation leave, compensatory time, and/or personal holiday time in conjunction with such family and medical leave.

J. The employer shall continue to provide medical insurance during the period of leave of absence unless the employee fails to pay his/her portion of the insurance premium.

K. The Employer will not, during the life of this Agreement, require the substitution of paid leave during periods of Family Medical Leave.

L. The Employer representative's interpretive letter to FOP Chief Counsel dated January 31, 1997 shall be appended to this Agreement.

Section 28.4. 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), or to determine an employees ability to return to full service from recuperative duty status. The examination shall be at the Employer's expense. Where the Employer is requiring the examination to certify an employee's eligibility for Family and Medical Leave (the FML "second opinion"), the Employer's selection of a healthcare provider shall be in accordance with the regulations governing Family and Medical Leave.

However, where the examination is to determine an employee's eligibility for sick leave, Disability Leave, etc., following the employee's exhaustion of Family and Medical Leave, or in a situation where the employee is not eligible for Family and Medical Leave, the selection of the healthcare provider shall be within the sole discretion of the Employer.

The Employer may place an employee found to be unable to perform the essential functions of his position on unpaid Family and Medical Leave, or 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 may disability separate the employee, all as provided for in this Section.

Section 28.5. Disability Leave, Disability Separation, and PERS Disability:

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

A. Hospitalized or institutionalized;

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 had 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 law under this Agreement.

The Employer shall send a written reminder to the employee at the address on file with the employer at least two (2) weeks prior to the expiration of his Disability Leave. An employee who does not return from Disability Leave, who formally resigns, or who takes a PERS

Disability (disability benefits) shall be separated by a personnel action with the designation "Failure to Return from Disability Leave."

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

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

Section 28.6. PERS Disability:

If an application for PERS Disability 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 28.7. Paid Leaves:

A. Court Leave:

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/her employment) by any court or other adjudicatory body as listed in this Article. All compensation for such duty may be reimbursed to the department unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his/her scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings.

It is not proper to pay employees when 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 juvenile, etc. These absences would be leave without pay, compensatory time, personal leave 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.

B. Military Leave:

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 leave of absence without loss of pay for their respective duties for such time as they are in the military service on field training or active duty for a period not to exceed a total of one hundred seventy-six (176) hours in one (1) calendar year.

1. 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.

2. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

3. Where a call-up exceeds one (1) calendar month in duration, payment to the employees will be made pursuant to O.R.C. 5923.05.

4. Any dispute regarding military leave payments shall be subject to the grievance and arbitration procedure.

ARTICLE 29
DRUG/ALCOHOL TESTING

Section 29.1. Drug testing may be conducted on employees during their duty hours upon reasonable suspicion, randomly by computer selection, randomly at the discretion of the Employer or designee by computer selection for bargaining unit personnel in special assignments, or otherwise as provided in this Article. Special assignments for the purpose of this Article shall include, but not be limited to, internal affairs, organized crime, violent crimes task force, property unit, etc. Alcohol testing will be conducted only upon reasonable suspicion.

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

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

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

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

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

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

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

Section 29.2. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the

results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

Section 29.3. All drug screening tests shall be conducted by laboratories meeting the standards of the Substance Abuse and Mental Health Service Administration. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control and split sample testing. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 29.4. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 29.5. The results of the testing shall be delivered to a specified employee of the Employer with command responsibility and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 29.6.

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

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

Section 29.7. A list of three (3) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer. The Employer shall obtain the approval of the bargaining unit representative as to any laboratories put on this list, which approval shall not be unreasonably withheld.

Section 29.8. If after the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use

sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance/alcohol, the employee shall be returned to his/her former position. Such employee may be subject to periodic retesting upon his/her return to his/her position for a period of one (1) year from the date of his/her return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 29.9. If the employee refuses to undergo rehabilitation or detoxification, or if he/she tests positive during a retesting within one (1) year after his/her return to work from such a program, the employee shall be subject to disciplinary action, including removal from his/her position and termination of his/her employment.

Section 29.10. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 29.11. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 29.12. The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 30
CIVIL SERVICE COMPLIANCE

Section 30.1. 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 expressed matters covered by this labor agreement.

Section 30.2. 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 Director of the Ohio Department of Administrative Services. 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 31
PERFORMANCE EVALUATION

Section 31.1. All performance evaluation policies and procedures as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner.

Section 31.2. When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation.

Section 31.3. The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement. An employee, may however, utilize the internal review procedure.

ARTICLE 32
PHYSICAL FITNESS

Section 32.1. Any employee failing to meet physical fitness standards due to valid medical reasons, including a temporary disability or handicap, shall be reasonably accommodated by the Employer, to the extent such accommodation is possible within the Department. Reasonable accommodation shall include, but shall not necessarily be limited to, placement in a physically less demanding position or placement on disability leave under the terms of this Agreement. Placement on disability leave shall be grievable up through and including arbitration. It is the employee's responsibility to request a waiver due to medical reasons, and to submit sufficient evidence to support the request.

Section 32.2. If an employee obtains a letter from a licensed medical practitioner stating that participation by the employee in any portion of the physical fitness or weight standards policy would be detrimental to his/her health, the Employer may, at the sole discretion of the Employer, require that the employee be examined by a licensed medical practitioner selected by and at the expense of the Employer. Failure of the Employer to exercise such option shall result in an exemption from that portion of the policy which the letter specifically addresses.

The Employer may periodically require that the employee so exempted be reexamined and that a new letter be furnished. The Employer will not unreasonably request this reexamination. In the event of conflicting medical opinions the parties agree to be bound by the opinion of a third licensed doctor to be selected by the Academy of Medicine of Cincinnati.

Section 32.3. Any employee who has not been granted a medical exemption or waiver shall, prior to suffering lost pay discipline for failure to meet physical fitness standards, be provided a "Notice of Pending Discipline," stating the reasons for the discipline and the nature of the discipline to be served. If a grievance is filed contesting the proposed discipline, the imposition of discipline shall be stayed pending resolution of the grievance. Arbitration of such grievance shall be expedited. This Section does not apply to disciplinary action for reasons other than failure to meet physical fitness standards.

Section 32.4. The parties agree that the removal of "Verbal Admonishment" from the Discipline Article of this Agreement shall not result in the removal of a level of discipline from the Sheriff's Physical Fitness Policy Compliance Standards. Compliance Standards Section A.2 shall accordingly be changed from "verbal admonishment" to "second Level 1 Warning."

Section 32.5. The accommodation and waivers under Section 32.1 and 32.2 are automatically granted for a period of sixty (60) calendar days upon initial request, and may be extended in thirty (30) calendar day increments at the discretion of the Employer.

ARTICLE 33
DONATED TIME

Section 33.1. All members of the bargaining unit shall be eligible for donated compensatory time, personal leave and vacation time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness or injury.

Section 33.2. The application for and granting of donated compensatory time, personal leave, and vacation time benefits shall be subject to the following:

A. When it comes to the attention of the Division Commander or his designee that a bargaining unit employee's accrued but unused compensatory, sick leave, personal leave and vacation time has been or is about to be exhausted, he shall investigate the following:

1. The current status of the employee's physical condition;

2. The prognosis of the employee's physician.

B. The Division Commander or his designee shall direct a letter to the Employer within one (1) week of request setting forth:

1. The details of his investigation;

2. Any recommendations he may have concerning the employee's eligibility as a recipient of donated compensatory time, personal leave, and vacation time benefits.

C. If the Employer approves a recommendation for an employee to be the recipient of donated compensatory time, personal leave and vacation time benefits, any bargaining unit employee wishing to voluntarily donate accrued but unused compensatory time, personal leave, or vacation time to such approved recipient shall submit a written request to his supervisor listing the name of the beneficiary with the number of hours of compensatory time, personal leave, or vacation time to be donated.

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

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

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

ARTICLE 34
OUTSIDE EMPLOYMENT

Section 34.1. Employees must recognize that the Hamilton County Sheriff's Office is their primary Employer. No employee may accept employment with any other employer which is in conflict with his/her role as an employee of the Hamilton County Sheriff's Office as determined by the Hamilton County Sheriff or designee. The Hamilton County Sheriff's Office retains the right to approve law enforcement related off-duty outside employment, including the right to regulate law enforcement related off-duty outside employment by promulgating and enforcing rules as approved by the Hamilton County Sheriff.

Section 34.2. Any employee accepting non-law enforcement related off-duty employment must notify the Employer or designee of the nature of the work, and the hours he/she will be working, prior to beginning the work. The Employer or designee will either approve the work or notify the employee of the reason for denial. Such determination shall be made within a reasonable period of time. Approval for non-law enforcement related off-duty employment will be at the discretion of the Hamilton County Sheriff or designee but such approval shall not be unreasonably withheld.

Section 34.3. In addition to the rights set forth in Section 1 and 2 above, the Employer reserves the right to demand an employee reduce his/her non-law enforcement related off-duty employment work when his/her performance is diminished, or his/her attendance adversely affected.

Section 34.4. Employees shall have the right to grieve over disciplinary action taken by the Hamilton County Sheriff relative to an employee's outside employment. All grievances and discipline shall be handled pursuant to Articles 8 and 9 of this Agreement.

Section 34.5. While working an off-duty detail, all bargaining unit members will be paid by the outside employer at the highest prevailing wage rate for performing such duties

ARTICLE 35
HEALTH AND SAFETY

Section 35.1. Each employee shall be provided with information as part of orientation, in-service training, and on an as needed basis abut communicable diseases to which he/she may be exposed in the performance of his/her duties. Information provided shall include the symptoms of the diseases, modes of transmission, methods of self-protection, and recommendations for

immunization where appropriate. Employees may receive hepatitis vaccine or inoculation at no cost to the employee.

Section 35.2. Each employee shall be provided with information and appropriate equipment to take precautions when his/her duties bring or may bring him/her into contact with blood or body fluid containing blood. Each patrol vehicle will be equipped with both disposable and reusable gloves.

ARTICLE 36
COPIES OF THE AGREEMENT

Section 36.1. Copies of this Agreement shall be printed and distributed to all members of the bargaining unit. The cost of printing shall be paid equally by the parties. The Employer shall control the inventory of all unissued copies. The FOP shall have access to additional copies from the inventory as needed.

ARTICLE 37
NO STRIKE/NO LOCKOUTS

Section 37.1. The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

A. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated Section 37.1(A) of this Article.

Section 37.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 37.1(A) of this Article is/are subject to disciplinary action, up to and including discharge or removal by the Employer.

Section 37.3. In the event of any violation of Section 37.1(A) of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 37.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 38
SEVERABILITY

Section 38.1. This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 38.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 39
WAIVER IN CASE OF EMERGENCY

Section 39.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff 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 processing of grievances; and,

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

Section 39.2. 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 40
TUITION REIMBURSEMENT

Section 40.1. All bargaining unit members 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 employees of the county.

ARTICLE 41
SUB-CONTRACTING

Section 41.1. During the term of this Agreement, the Employer (the Sheriff) shall not sub-contract out bargaining unit work except for intrastate/interstate transportation of prisoners.

ARTICLE 42
RESIDENCY

Section 42.1. Bargaining unit members shall reside within Hamilton County, Ohio, or in an adjacent county to Hamilton County, Ohio (including adjacent counties in Kentucky and Indiana). Any bargaining unit member living outside of Hamilton County, Ohio, will not be permitted to take a cruiser home.

ARTICLE 43
DURATION

Section 43.1. This Agreement shall be effective upon execution by the parties, except as otherwise provided herein, and shall remain in full force and effect through 11:59 p.m. on December 31, 2017.

Section 43.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be served by a method approved by the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 43.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 44
MILITARY RESERVE

Section 44.1. Any bargaining unit members employed by the Hamilton County Sheriff who are members of the US Military Reserve (Army, Navy, Air Force, Marines, US Coast Guard) and who are deployed to a US Combat Zone, as designed by Executive Order of the President of the United States under Section 44.2, shall be permitted to take leave (accrued sick, vacation, personal leave, and/or compensatory time) from work for up to thirty (30) calendar days before returning to work (without restriction upon approval of the Sheriff). This leave period shall include scheduled off days.

Section 44.2. US Combat Zones as designated by the Executive Order of the President of the United States can be verified on the IRS website at http://www.irs.gov/uac/combatzones or successor website.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 24 day of February 2016.

FOR THE HAMILTON COUNTY SHERIFF

Jim Neil

Jim Neil
Hamilton County Sheriff

Keith L. Clepper

Keith L. Clepper
Sheriff's Admin. Asst.

Brett A. Geary

Brett A. Geary
Labor Relations Consultant

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

Paul L. Cox
FOP/OLC Chief Counsel

Mike Steers
FOP/OLC Member

FOR THE HAMILTON COUNTY BOARD OF COMMISSIONERS

Christian Sigman

Christian Sigman
County Administrator

APPROVED AS TO FORM

Kathy Bailey
Assistant Prosecuting Attorney

Approved and journalized by the Hamilton County Board of Commissioners on February 24, 2016. Chris Monzel, President, Dennis Deters, Vice President, and, Todd Portune, Member.

APPENDIX A
SHIFT ASSIGNMENTS PER DISTRICT

District 1

1) 12 hour shifts - A/B shift pick by seniority
   6 to 6 1 hour of overlap
   7 to 7

2) Traffic Safety – Part of Support Services
   4 and 2: 8 ½ hours per day
   No seniority pick.
   Does not include ODG 8 employees

3) C.I.S. stays as is: M-F (8 hour shifts)
   Off day Group 8 – No seniority pick

4) All Support Services ODG 8 people remain as is: M-F (8 hour shifts)
   Off-Duty Coordinator on 4 and 2: 8 ½ hours per day

District 2

12 hour shifts - A/B shift pick by seniority
6 to 6
6 to 6

District 3

1) 12 hour shift - A/B shift pick by seniority
   6 to 6 1 hour of overlap
   7 to 7

2) 4 and 2: 8 ½ hour days = power shift cars = 7 cars

3) Group 8 off days – M-F (8 hour shifts)

4) 4 sergeants = 12 hours shift – assigned by department
   5:30 to 5:30
   5:30 to 5:30

District 5

1) Beat cars 12 hours - A/B shift pick by seniority
   6 to 6 1 hour of overlap
   7 to 7

2) Anderson Contract Sergeants (2) – 4 and 2: 8 ½ hour days

3) Traffic Officers (2) – 4 and 2: 8 ½ hour days – Part of Support Services

4) Canine – 4 and 2: 8 ½ hour days

5) Park Resource Officer – 4 and 2: 8 ½ hour days

6) 2 power shift cars – 4 and 2: 8 ½ hour days

7) 3 people in Group 8 off day – M-F (8 hour shifts)

Supervisors into 2 groups
5 Lieutenants (District Commanders/Liaison) ODG-8: M-F (8 hour shifts)
2 Lieutenants (Watch Commanders) 12 hour 1A/1B
8 Sergeants (Squad Supervisors) 12 hour 4A/4B

5:30 to 5:30 – Briefing ½ hour before shifts start

Management right to place into assignments

(THE PARTIES RECOGNIZE THAT DESIGNATION OF NUMBERS OF POSITIONS OR EQUIPMENT OR THE DESIGNATION OF DISTRICT NUMBERS IS FOR ILLUSTRATION ONLY. THE EMPLOYER STILL HAS THE RIGHT TO DETERMINE ADEQUATE STAFFING, EQUIPMENT, AND GEOGRAPHICAL DESIGNATIONS, AND THE DESIGNATIONS ABOVE DO NOT CREATE ANY MINIMUM MANNING REQUIREMENTS.)