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**AGREEMENT**

**BETWEEN**

**THE HAMILTON COUNTY SHERIFF**

**AND**

**HAMILTON COUNTY CORRECTIONS OFFICERS  
ASSOCIATION ("HCCOA")**

**(REPRESENTING CORRECTIONS OFFICERS)**

**SERB CASE NUMBER  
2014-MED-08-1044**

**Effective Through  
December 13, 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 Hamilton County Corrections Officers Association hereinafter referred to as the "Association" or "the Union," 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**  
**HCCOA RECOGNITION**

**Section 2.1.** The Employer recognizes the HCCOA 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 2011-REP-08-0069 including:

All regular full-time employees of the Sheriff's Office in the following classifications:  
Corrections Officers, including Corrections Cadets;

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 HCCOA in writing within thirty (30) calendar days. If the HCCOA disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within ten (10) calendar days from the HCCOA's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the HCCOA; 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 bargaining 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 HCCOA to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

**Section 2.4.** Employees hired as Corrections Officer Cadets will not be used to exclusively perform duties, operations, work, or services of the kind, nature, or type performed by the regular Corrections Officers with the result that regular Corrections Officer work is performed solely and exclusively by the Corrections Officer Cadets.

### **ARTICLE 3** **HCCOA SECURITY**

**Section 3.1.** The Employer agrees to deduct HCCOA 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 HCCOA 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/her designee. Upon receipt of the proper authorization, the employer will deduct HCCOA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the employer.

**Section 3.3.** As a condition of employment, sixty (60) days following the beginning of employment, employees in the bargaining unit who are not members of the HCCOA, including employees who resign from membership in the HCCOA shall pay to the HCCOA, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the HCCOA, nor shall the fair share fee exceed the dues paid by members of the HCCOA in the same bargaining unit. The HCCOA is responsible for annually certifying to the Employer the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this Section.

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

**Section 3.4.** The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of HCCOA dues, fees and/or assessments. The HCCOA 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 HCCOA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the HCCOA.

**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; (5) revocation of the check-off authorization; or (6) resignation by the employee from the HCCOA.

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

**Section 3.7.** The parties agree that neither the employees nor the HCCOA 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 of 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 HCCOA 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 designee by the HCCOA during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any change in an individual's dues deduction. Absent notice, dues shall continue to be deducted at the level previously established.

**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 designee.

#### **ARTICLE 4** **HCCOA REPRESENTATION**

**Section 4.1.** Non-employee HCCOA Representatives shall be admitted to the Employer's facilities for the purpose of processing grievances, attending meetings, or other representational activities as permitted in this Agreement. Upon arrival, the Representative shall identify himself to the Director or Deputy Director of Corrections.

**Section 4.2.** The Employer shall recognize bargaining unit employees, as designated in writing by the HCCOA, to act as HCCOA Associates. The representational activities of HCCOA Associates shall be limited to such HCCOA activities as permitted or required by this Agreement.

The Employer shall recognize Employee HCCOA Associates as designated in writing by the HCCOA in accordance with the following:

- A. One (1) President of the HCCOA Executive Board;
- B. One (1) Vice President of the HCCOA Executive Board;
- C. One (1) Treasurer of the HCCOA Executive Board;
- D. Two (2) Members of the HCCOA Executive Board;
- E. Two (2) Alternate Members of the HCCOA Executive Board.

If a designated HCCOA Associate is absent or is unable to perform his function, a previously designated alternate HCCOA Associate from the same bargaining unit will be permitted to perform such representational activities as permitted or required by this Agreement.

**Section 4.3.** The HCCOA shall provide to the Employer an official roster of all non-employees and employee representatives which is to be kept current at all times, and shall include the following:

- A. Name
- B. Home telephone number
- C. HCCOA office held

No employee shall be recognized by the Employer or his designee as a HCCOA Associate or alternate HCCOA Associate until the HCCOA has presented the Employer with a written certification of that person's selection.

**Section 4.4.** When it is necessary for a HCCOA Associate to conduct authorized HCCOA representational activities on duty, he shall first request permission through the chain-of-command from the on-duty/on-call Corrections Lieutenant, which shall be granted for a reasonable period of time to conduct such activities, unless the release of the HCCOA Associate would unduly disrupt the operation of the department, in which case the HCCOA Associate will be released as soon as it becomes feasible. Recognized HCCOA activities include, but are not limited to, the following:

- A. Investigation and processing of grievances including taking statements from the grievant or any witnesses, review of all pertinent documents, copies of which shall be provided by the Employer upon the HCCOA Associates written request, completion of all necessary forms, and preparation for and attendance at all grievance hearings.
- B. Investigation of any report involving a work related health and safety hazard, injury, or death of any member of the bargaining unit.
- C. Investigation of any proposed or actual disciplinary action including taking statements from the affected employee and any witnesses, review of all pertinent documents, copies of which shall be provided by the Employer upon the HCCOA Associate's written request, and preparation for and attendance at all disciplinary hearings as provided for in Article 9 of this Agreement.
- D. Any other representational activity specifically authorized by this Agreement, or specifically authorized in writing by the Employer or his designee.

When practical, requests by any HCCOA Associate to participate in any representational activities authorized by this section should be provided in writing to the on-duty/on-call Lieutenant as far in advance as possible.

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

**Section 4.5.** The HCCOA agrees that no representative of the HCCOA, either employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of any employees of the Hamilton County Sheriff. Further, the HCCOA agrees not to conduct any related meetings involving on-duty employees except to the extent specifically authorized by the Employer or his designee, or as otherwise provided for in this Agreement. Bargaining unit employees shall not conduct HCCOA business (including, but not limited to fund-raising activities, solicitation for membership, distribution of literature) on behalf of the HCCOA or any division or operation of the HCCOA during his on duty hours. Unauthorized activities shall cease upon the demand of the Employer or his designee.

**Section 4.6.** The HCCOA shall be permitted to utilize the interdepartmental mail and telephone systems and E-Mail in order to communicate confidentially with bargaining unit members.

**Section 4.7.** The HCCOA shall be permitted, upon prior notification to the Employer, to place ballot boxes in each facility for the purpose of collecting bargaining unit employees' ballots on HCCOA issues subject to ballot. Ballot boxes and their contents are the property of the HCCOA and shall not be subject to review by the Employer or non-bargaining unit employees.

**Section 4.8.** The HCCOA shall be permitted to address all new recruits to the Corrections Division during regularly scheduled classroom situations before such recruits complete their training period. Such presentation shall be scheduled in advance by the Employer, and shall not exceed two (2) hours in duration.

**Section 4.9.** During each calendar year, HCCOA Associates designated in Section 4.2, above, shall be granted a total of three hundred (300) hours of paid time to engage in the following HCCOA activities:

- A. Conducting HCCOA representational activities as provided for in this Article by the Chairman of the HCCOA Bargaining Committee.
- B. Attending labor relations training programs sponsored by the Association or their legal counsel.

Written requests for release time for activities specified in 4.9(B) above shall be provided to the appropriate supervisor no less than fourteen (14) calendar days prior to the requested release time. Such release time shall not unreasonably interfere with the efficient operation of the released employees' work area(s). Such release time shall not be unreasonably denied.

Written request for release time for the Chairman of the HCCOA Bargaining Committee for activities specified in this Article shall be provided to the appropriate supervisor as far in advance as possible, but not less than seventy-two (72) hours in advance of the requested release time. Such release time shall not unreasonably interfere with the efficient operation of the released employee's work area. Such release time shall not be unreasonably denied.

The Chairman of the HCCOA Bargaining Committee shall maintain a record of all release time provided for in this Section, and shall ordinarily provide a bi-monthly report to the Corrections Section commander during the first seven (7) calendar days of each even-numbered month. This report shall contain the date, number of hours of release time, name of HCCOA member released, and the nature of the representational activity for each release time occurrence within the previous calendar month. The report shall also include the total number of accumulated release hours used during the calendar year.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**Section 5.1.** The Employer possesses the sole right to operate the Department and all management rights reposed 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 governmental unit.

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

**Section 5.3.** Any exercise of management rights as provided for in this Article which is in violation of the express terms of this Agreement are subject to the grievance/arbitration procedure.

## **ARTICLE 6** **NON-DISCRIMINATION**

**Section 6.1.** The Employer and the HCCOA 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, gender, age, national origin, military status, disability, ancestry of any person, or HCCOA 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, upon written request of either party, on a mutually agreeable day and time, Employer and/or his designated staff members shall meet for a reasonable time period with not more than three (3) representatives of the HCCOA to discuss pending problems and to promote a more harmonious labor/management relationship. Either party may invite additional employees or non-employees to any labor/management meeting to address a specific topic. Such invited person shall only attend during the discussion of the topic for which he/she was invited.

**Section 7.2.** Each party will present an agenda to the other party not less than seven (7) calendar days in advance of the scheduled meeting. Such agenda will include a list of matters to be discussed at the meeting and the names of the employee and non-employee HCCOA representatives who will be attending. Employee representatives must be a designated HCCOA Associate as provided for in Section 4.2 of this Agreement.

**Section 7.3.** The purpose of labor/management meetings shall be for both parties to:

- A. Discuss the administration of this Agreement.
- B. Notify the HCCOA of changes made by the Employer which affect bargaining unit members of the HCCOA.

- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness, including staff training.
- F. To consider and discuss health and safety matters relating to employees.
- G. Discuss changes in work orders, regulations, standard operating procedures, and/or general orders.

**Section 7.4.** It is further agreed that if special labor/management meetings have been requested by either party, and mutually agreed upon, they shall be convened as soon as possible.

**Section 7.5.** If labor/management meetings are scheduled during the normal work shift of any bargaining unit employees provided for in Section 7.1, such employees shall not suffer any loss of pay for attending such meetings.

If labor/management meetings are scheduled outside of the regular duty hours of any bargaining unit employees provided for in Section 7.1, such employee shall receive straight time compensatory time for all hours at the meeting that are outside the employee's regular duty hours.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**Section 8.1.** The Hamilton County Sheriff and the HCCOA recognize that in the interest of harmonious relations, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances. Such procedures shall be available to all bargaining unit employees and/or the HCCOA, and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. The grievance procedure shall be the exclusive method of resolving both contractual and disciplinary grievances, except as otherwise provided for in this Agreement.

**Section 8.2.** The term "grievance" shall mean an allegation by a bargaining unit employee and/or the HCCOA that there has been a breach, violation, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement.

**Section 8.3.** All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving Level 3 or 4 Warnings, or discharge shall be initiated at Step 3 of the grievance procedure. Disciplinary grievances involving Level 1 or 2 Warnings shall not be subject to arbitration.

The grievant or the HCCOA 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 or the HCCOA to the next step in the grievance procedure.

Time limits provided for in this Section may only be extended by mutual written agreement.

A grievance may be filed by any employee in the bargaining unit or by the HCCOA. Where a group of bargaining unit employees desire to file a grievance involving a situation that affects more than one (1) bargaining unit employee in a similar manner, one (1) employee selected by such group or a non-employee HCCOA representative shall process and sign the grievance, and shall indicate that the grievance is a group grievance. The employee signing such group grievance or the HCCOA may process the group grievance.

The word "day" as used in this Article shall mean calendar day. Whenever a time limit provided for in this Article 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 8.4.** A grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an employee knows or should have reasonably known the facts giving rise to the grievance. Failure to file a grievance within this fourteen (14) calendar day period shall eliminate any further appeal rights by a grievant. In disciplinary cases, the appeal period begins on the date the notice of discipline is received and acknowledged.

**Section 8.5.** In order to be considered at Step 1 of the grievance procedure, all grievances must be submitted in writing and must contain the following information:

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

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

**Section 8.6.** The parties intend that every effort shall be made to share all relevant and pertinent records, papers, data and names of witnesses to facilitate the resolution of grievances at the lowest possible level. The following are the implementation steps and procedures for handling grievances:

Step 1: Within the time limit provided in Section 8.4 above, the grievant or his/her representative shall submit his/her written grievance to the Deputy Director in the employee's chain of command or his/her designee. The Deputy Director or his/her designee shall provide a written response to the aggrieved employee within seven (7) calendar days following the day on which the grievance was received by the Deputy Director or his/her designee.

Step 2: If the grievance is not settled at Step 1, the grievant or his/her representative shall submit the grievance to the Director of Corrections or his/her designee within seven (7) calendar days of the grievant's receipt of the Step 1 response. The Director of Corrections or his/her designee shall schedule a meeting with the employee, and a designated HCCOA representative and/or HCCOA Associate if the grievant so desires, within seven (7) calendar days following the day on which the grievance was received by the Director of Corrections or his/her designee. The purpose of this meeting shall be to attempt to resolve the grievance. The Director of Corrections or his/her designee shall provide a written answer to the grievant within seven (7) calendar days following such meeting.

Step 3: If the grievance is not settled at Step 2, the grievant or his/her representative shall submit the grievance to the Employer or designee within seven (7) calendar days of the grievant's receipt of the Step 2 response. The Employer or designee shall schedule a meeting with the employee, and a designated HCCOA representative if the grievant so desires, within seven (7) calendar days following the day on which the grievance was received by the Employer or designee. The purpose of this meeting shall be to attempt to resolve the grievance. The Employer or designee shall provide a written answer to the aggrieved employee within seven (7) calendar days following such meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the HCCOA in accordance with the provisions of Section 8.7 of this Article.

**Section 8.7.** The HCCOA, based upon the facts presented, has the right to decide whether or not to arbitrate a grievance. Within twenty-four (24) calendar days from the date of the final answer on a grievance from Step 4, the HCCOA shall notify the Employer of its intent to seek arbitration over an unresolved grievance. Any grievance not submitted within the twenty-four (24) calendar day period provided for above shall be deemed settled on the basis of the last answer given by the Employer or designee.

At any time prior to the arbitration hearing, either party may request a pre-arbitration meeting to discuss settlement; stipulations, including issue; selection of the arbitrator or of the hearing process; or any other matter directly related to the particular case.

The HCCOA or the grievant may withdraw the request for arbitration at any time prior to the actual arbitration hearing. Any cancellation fee due the arbitrator and any other related costs shall be paid by the party or parties canceling the arbitration hearing.

- A. 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 from the list 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 prior to the arbitration hearing of its challenge and intent to raise the issue of arbitrability at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator shall be whether or not the issue is arbitrable and within his/her jurisdiction to decide. The arbitrator will take the question of arbitrability under advisement, and the same arbitrator will hear the grievance on its merits.
- C. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of the specific Articles of this Agreement. He/she may not modify or amend the Agreement.
- D. The decision of the arbitrator shall be final and binding on the aggrieved employee, the HCCOA, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days following the conclusion of testimony and arguments and the submission of final briefs.
- E. The costs of the services of the arbitrator, and any cost of selecting the arbitrator, shall be borne equally by the parties. Any cost for facilities shall be borne equally by the parties.
- F. Any expenses of any non-employee witness shall be borne by the party calling such witness. Any fees of any court reporter shall be paid by the party requesting such court reporter, or shall be paid equally by the parties if both parties desire a reporter or request a copy of any transcript prepared by such reporter.
- G. Any bargaining unit employee whose attendance is required by the Employer for a grievance arbitration hearing shall receive full pay and benefits for all hours of required attendance at the applicable rate of pay. Attendance required by the Employer outside of his/her scheduled working hours shall be paid at a rate of one and one-half (1½) times the regular straight time hourly rate of pay or with an adjustment in his/her work schedule for that day at the discretion of the Employer. Bargaining Unit employees whose attendance

is required by either party shall not suffer any loss of pay for all hours that such attendance is required.

**Section 8.8.** When an employee covered by this Agreement chooses to represent himself/ herself in the grievance procedure provided for in this Article, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate non-employee HCCOA representative will be notified in writing of his/her right to be present at the adjustment.

**Section 8.9.** At any step in the grievance procedure, the grievant shall be entitled to be represented by the HCCOA.

## **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 suspension of three [3] days or less);
- D. Level 4 Warning (equivalent to a suspension of more than three [3] days), and/or reduction in pay and/or position;
- E. Discharge.

Level 3 and Level 4 Warning letters encompassing a suspension will include the dates for serving of the suspension. Where the charges resulting in the warning are related to absenteeism/tardiness, inefficiency, simple negligence (carelessness), 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 or compensatory time 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 conference. The employee and the Association Counsel will be given a one hundred twenty (120) hour advance notice of the conference, with a description of the charges. Notice to the Association Counsel will be by facsimile. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the conference is to give the employee and his representative an opportunity to respond to the charges. There is no requirement for the Employer to present witnesses at the conference.

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

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

The employee or his/her representative will be permitted to confront and cross examine witnesses 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.

The employee who is the subject of a complaint investigation, whether supervisory or internal affairs, shall be notified of the complaint investigation within three (3) working days of the commencement of the investigation following assignment by the Director or his designee, or Internal Affairs, except where such notification could jeopardize the investigatory process.

**Section 9.4.** Hearing Officers and Arbitrators may consider the passage of time between when representatives of the Employer knew about an incident leading to a charge that initiated the investigation.

**Section 9.5.** 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 9.6.** 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 an HCCOA representative present to advise him/her during the interview, questioning, and/or interrogation.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. Preliminary investigations may be tape recorded. Formal disciplinary conferences shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the conference. The employee may also record the conference. All meeting or hearings provided for in this Section may be recorded by the charged employee.
- E. Preliminary investigations and disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest period, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- 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 9.7.** Any employee required by the Employer to attend an investigatory interview or disciplinary conference outside of his scheduled working hours shall be paid for all such time.

**Section 9.8.** In all cases disciplinary action must be instituted within two (2) months of the date of the Chief's or his designee's signature on the Memorandum to Personnel File on the alleged misconduct.

**Section 9.9.** Progressive discipline, insofar as it relates to the Employer's weight and fitness work rules, regulations, standard operating procedures, and/or general orders, is contained in those policies and is not part of other rules violations. Infractions other than non-compliance

with weight and fitness policies will be separately considered in the scheme of that progressive discipline.

**Section 9.10.** Any employee charged with or under indictment for a felony, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony, shall be summarily discharged. Where the charges are reduced to a misdemeanor 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.

## **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 is entitled to a copy of documents in his/her official personnel file. Any representative of the HCCOA 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 employee's 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 and Level 3 Warnings shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. Records of Level 4 Warnings shall cease to have force and effect five (5) years from the date of issuance, provided no intervening discipline has occurred. In the event of intervening discipline, these records of discipline shall cease to have force and effect five (5) years or two (2) years respectively from the date of the most recent issuance of discipline as appropriate to the schedule in this Section.

**Section 10.4.** To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

Prior to releasing items from an employee's official personnel file which are required to be released, the following conditions shall apply:

1. If the Employer receives a public records request for the inspection of any information contained within files kept by the Employer concerning any employee covered by this agreement, the Employer shall, to the extent permitted by law, ascertain the identity of the person making such a request, and notify the employee as soon as practical.
2. A copy of the request will be forwarded to the employee. The employee will have five (5) days after notification of the request to object to release of information. The objection will be heard by the Sheriff's designee listed on the notice.
3. 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.

**Section 10.5.** Within thirty (30) calendar days of certification of the results of any promotional examination, a bargaining unit employee may review his/her examination paper. Such review shall be granted upon receipt of written request through the chain of command, and shall not exceed sixty (60) minutes.

An applicant who reviews his/her examination pursuant to the provisions of this Section shall be precluded from eligibility to take the same exam within three (3) months of the review date, unless an alternative form of the exam is given.

**Section 10.6.** If a court of competent jurisdiction finds any provision of this Article to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Article shall remain in full force and effect.

## **ARTICLE 11** **PROBATIONARY PERIODS**

**Section 11.1.** Every newly hired employee shall be required to successfully complete an initial probationary period. The initial probationary period shall begin upon graduation of the Corrections Academy and continue for a period of one (1) year. An employee serving as a cadet, attending the Corrections Academy or serving his/her initial probationary period may be terminated at any time during such initial probationary period and shall have no right to appeal the termination through the grievance and arbitration procedure. The Employer, the HCCOA, and an employee may mutually agree to extend the length of the employee's initial probationary period. Such extension shall not exceed ninety (90) working days.

## **ARTICLE 12** **SENIORITY**

**Section 12.1.** Seniority shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 12.2 of this Article, will apply wherever 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 as a Corrections Officer in the employment of the Hamilton County Sheriff and/or the City of Cincinnati.

**Section 12.3.** The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;
- D. A layoff of thirty-six (36) months duration or less; and/or
- E. Transfer or promotion out of the bargaining unit providing that the employee returns to the bargaining unit within one (1) year.

**Section 12.4.** The following situations constitute breaks in continuous seniority for which all seniority is lost and the employee's name is removed from the seniority list:

- A. Removal or discharge for just cause;
- B. Retirement;
- C. Layoff for more than thirty-six (36) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure without reasonable cause to return to work at the expiration of an approved leave of absence; and/or
- F. Resignation.

**Section 12.5.** Any employee who is transferred or promoted out of the bargaining unit to another classification with the Employer, and later returns after a period of absence in excess of one (1) year, shall have his/her seniority computed only on the basis of time previously served in the bargaining unit.

**Section 12.6.** The Employer shall post a seniority list once each six (6) months on the Department bulletin board showing the seniority of each employee. One (1) copy of the updated seniority list shall be forwarded to the HCCOA every six (6) months.

**Section 12.7.** Employees on layoff status shall retain their seniority for a period of thirty-six (36) months from the date of layoff.

**Section 12.8.** Employees shall select their shift assignment within their work assignment area, according to their seniority, subject to the operational needs of the Department; the Employer

will reduce to writing the reason(s) for any shift assignment not made according to seniority. Shift preferences shall be awarded on the basis of Departmental seniority within specific assignment areas (e.g., internal security, intake, transportation, recreation, etc.). No employee shall change assignment through the exercising of shift preference.

**Section 12.9.** For shift-pick purposes, Intake, the North and South Justice Center Buildings, the Reading Road Facility and the Turning Point Facility shall be considered one entity.

### **ARTICLE 13** **LAYOFF AND RECALL**

**Section 13.1.** When the Employer determines that a long-term layoff is necessary, he shall notify the affected employees no less than fifteen (15) calendar days in advance of the effective date of the layoff. The Employer, upon request from the HCCOA, agrees to discuss, with representatives of the HCCOA, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 12 of this Agreement, within the classification of corrections officers. It is the intent of this Article to supersede O.R.C. Sections 124.321, 124.322, 124.323, 124.324, 124.325, 124.326, 124.327 and 124.328.

Any employee reassigned as a result of a layoff must demonstrate that he/she can perform the duties of the particular position to which he/she is reassigned.

**Section 13.2.** 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 13.3.** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to advise the Employer in writing of any change of address, phone number, and/or name during his layoff period.

**Section 13.4.** The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**ARTICLE 14**  
**VACANCIES**

**Section 14.1.** Any vacancy in a preferred post within the Corrections Division which the Employer intends to fill shall be posted for bid pursuant to this Article.

The following positions shall be considered preferred posts and shall be posted for bid pursuant to this Article upon any future vacancy in the position:

1<sup>st</sup> Shift

Transportation Officers  
Court Holding Officers  
Admissions Officers  
George 11 (Visiting)  
George 12 (Kitchen)  
George 12 A (Kitchen)  
George 55 (rover)  
Lincoln 65 A  
Over-the-Rhine Detail Officers  
JCA Court Officers

2<sup>nd</sup> Shift

Transportation Officers  
George 11  
9k 38

3<sup>rd</sup> Shift

Transportation Officers  
9k 35

Notices of vacancies shall be posted on one (1) bulletin board in each facility where employee notices are usually posted for ten (10) calendar days prior to filling the vacancy. The posting shall contain a description of the position to be filled, special qualifications required or desired, and location and shift for reporting and working. Interested employees must submit their bid, in writing, within the posting period to the Employer or designee as listed on the posting. In the selection of a successful applicant for a vacancy or retention of an individual for a preferred post, the following factors shall be considered:

- A. Ability to perform the work;
- B. Physical fitness;
- C. Records of attendance and discipline; and
- D. Seniority.

Only where factors A, B, and C are relatively equal shall seniority be the determining factor. It is the intent of the Employer that the most qualified applicant will be selected. Upon inquiry, the Employer or designee will notify any applicants with equal or greater seniority than the selected applicant who were passed over as to the reason for being passed over. In the event an employee or the Union grieves the Employer's selection, the grievant must clearly and convincingly demonstrate that the grievant who was passed over was the most qualified applicant for the posted vacancy.

If there are no qualified non-probationary applicants for a position assignment, the position assignment may be filled by a probationary employee. The Employer reserves the right to make temporary assignments pending the posting process and to make temporary reassignments due to staffing needs. Temporary position holders shall receive no additional credit in the application process.

**Section 14.2.** Bargaining unit employees may take any open competitive examination for any position in any other Division of the Hamilton County Sheriff's Department, but shall not be given any preferential consideration.

**Section 14.3.** All promotions in rank to Corrections Sergeant 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. 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 Association, the structure of the examination with the weight to be granted for each factor or part of the examinations.

Upon request from the Association, 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 examination.

**Section 14.4.** It is the intention of the parties to give bargaining unit personnel priority for Corrections Sergeant positions over non-bargaining unit personnel.

**Section 14.5.** If the structure of an examination includes credit for seniority and/or efficiency, an employee must achieve a passing score on all other factors in order to receive seniority and/or efficiency credit. Seniority credit shall be based upon service completed as of the date of the examination. Efficiency credit shall be based upon the last completed evaluation as of the date of examination.

**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, whichever comes first. Copies of eligibility lists shall be provided to the Association. Any bargaining unit member may inspect his/her 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 for up to thirty (30) calendar days without following the above procedures, pending the employer's determination to fill the vacancy on a permanent basis. Temporary position holders shall receive no additional credit on the examination process. If an eligibility list is in effect, temporary position holders shall be appointed in accordance with Section 14.7 of this Article.

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 (1) 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 a bulletin board designated for HCCOA use only in agreed upon areas in each facility.

**Section 15.2.** All HCCOA notices of any kind posted on the bulletin boards shall be signed, posted or removed by a HCCOA representative as provided for in Article 4 of this Agreement. It is understood that no material may be posted on any HCCOA 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; or
- C. Attacks on and/or favorable comments regarding a candidate for public office.

**Section 15.3.** No HCCOA 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 HCCOA.

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

**ARTICLE 16**  
**WORK RULES – GENERAL ORDERS**

**Section 16.1.** Every bargaining unit employee shall be issued a copy of the Hamilton County Sheriff's Office "Rules, Regulations and Disciplinary Process."

**Section 16.2.** Every bargaining unit employee shall be informed of, and shall have access to, any other work rules, regulations, standard operating procedures, and/or general orders which are applicable to his/her position. Copies of all changes in "Rules, Regulations and Disciplinary Process" and/or general orders shall be posted, distributed to each employee, and read once at briefing.

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

**Section 16.3.** The Employer agrees that all such work rules, regulations, standard operating procedures, and/or general orders shall be applied uniformly within the group or groups of employees to whom they are applicable without regard to HCCOA membership or leadership status.

**Section 16.4.** Grievances alleging a violation, misinterpretation or improper application of the Sheriff's Weight Standards Policy or the Physical Fitness Policy shall be processed under Article 8 of this Agreement.

**Section 16.5.** Any additions or amendments to the work rules or general orders shall be reduced to writing, listed in briefing notes and posted on department bulletin boards.

Every bargaining unit employee shall have access twenty-four (24) hours per day, at each facility, to the following:

1. All General Orders (Administrative and Operational), Special Orders and/or other written directives which are applicable to his/her job.
2. "Policy and Procedure Manual for the Corrections Division."

**ARTICLE 17**  
**PERFORMANCE EVALUATION**

**Section 17.1.** All performance evaluation policies and procedures as established by the Employer shall be reasonably related to job functions and shall be applied to bargaining unit employees in a consistent and equitable manner.

**Section 17.2.** 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 17.3.** Non-probationary employees who demonstrate marginal performance may, at the discretion of the Employer, be subject to additional evaluations in order to correct and improve their performance and avoid disciplinary action.

**Section 17.4.** The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement. Any disciplinary action taken solely on the results of any performance evaluation(s) may be subject to the grievance procedure as provided for in this Agreement.

**ARTICLE 18**  
**PHYSICAL FITNESS**

**Section 18.1.** 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 18.2.** 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 18.3.** 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 18.4.** The accommodation and waivers under Sections 18.1 and 18.2 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, but the total time of such accommodation and waivers will not exceed one (1) year in the aggregate for an individual.

## **ARTICLE 19**

### **HOURS OF WORK AND OVERTIME**

**Section 19.1.** The work schedule of each bargaining unit employee shall be determined by the Employer. Bargaining unit employees shall be given seventy-two (72) hours notice of any non-emergency work schedule changes whenever such advance notice is practical.

**Section 19.2.** All hours worked in excess of an employee’s scheduled work day, or in excess of one hundred sixty-one (161) hours in a twenty-eight (28) day activity period, including one (1) roll call period of fifteen (15) minutes duration each calendar week, shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times the 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 time, etc.). The employee’s work schedule shall not be changed to avoid the payment of overtime, unless mutually agreed to. Excluding the roll call period, scheduled days shall be of equal length. Pay for overtime shall be paid no later than the pay period following the pay period during which the overtime occurred.

**Section 19.3.** Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1½) 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 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 unless to do so would be unduly disruptive, based on a good faith expectation that the time off would impose an unreasonable burden on the Department’s ability to have adequate staff on duty.
- 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 thirty-six (36) hours. Employer scheduled compensatory time shall consist of not less than one (1) full shift.
- 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 canceled except when unanticipated operational needs of the Department would require it.
- H. Requests for Compensatory time off in conjunction with vacation shall be honored, based upon the operational needs of the facility.
- I. Any employee may elect to convert all or part of his/her accrued compensatory time balance existing as of August 31st of each calendar year to cash, payable by separate check no later than September 30th of each year. Payment shall be made at the rate of pay existing at the time of cash-in.

**Section 19.4.** With the prior approval of the Employer or designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Upon request of an employee, and with prior approval of the Employer or designee, 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 19.5.** Each employee shall be relieved of duty for one (1) break period of twenty (20) continuous minutes during each shift. The Employer shall schedule all such breaks and shall make every reasonable effort to schedule such breaks between the third and fifth hours of each employee's shift.

**Section 19.6.** Any employee who, while in an on-call status, is required to remain on the Employer's premises, or at his/her home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his/her own purposes and shall be considered to be working during the entire time he/she is on-call.

**Section 19.7.** Each employee, who as part of his/her job, must attend weekly roll call period as provided for in Section 19.2 above, shall be paid for attendance at roll call at the employee's applicable rate.

**Section 19.8.** All officers assigned to normal shifts i.e., 0700-1500, 1500-2300, 2300-0700 hours will be subjected to mandatory overtime; however, officers currently assigned to the Sheriff's OPOTA academy will not be subjected to mandatory overtime. Each shift will generate a master overtime list of officers based on seniority, from least to most. At a minimum, the master list will be updated on Monday, Wednesday and Friday of each week, except on holidays.

- A. If an officer works a mandatory overtime assignment or volunteers to work overtime and the overtime shift is cancelled, the officer is to be credited and have the officer's name moved to the bottom of the overtime list. An officer shall not be forced to work mandatory overtime at any time within the forty-eight (48) hour period prior to the beginning of the overtime post for which he/she has volunteered. When overtime is cancelled, the Employer must provide at least one (1) hour notice to the officer's phone number of record. In the event the Employer fails to provide the one (1) hour notice, the Employee shall receive compensation as set forth in Section 21.2, Call-In Pay.
- B. Officers cannot trade or sell their mandatory overtime requirement. Officers assigned to a temporary post will also appear on the master overtime list. However, a temporary post must be available for them to work an overtime post.
- C. Any overtime that becomes available for the succeeding shift must be announced over the radio in all facilities fifteen (15) minutes prior to the mandatory overtime list being initiated. Those wishing to volunteer for the announced overtime must notify the supervisor seeking volunteers within 15 minutes after the announcement. All officers will receive a minimum of one-half ( $\frac{1}{2}$ ) hour of notification prior to the end of their shift for any mandatory overtime which they are required to fill on the succeeding shift. Absent unforeseen circumstances, all officers will receive a minimum of one (1) hour notification prior to the end of their shift for any mandatory overtime which they are required to fill on the succeeding shift.
- D. When the employer can project mandatory overtime forty-eight (48) hours ahead of time, the overtime will be posted in four (4) hour increments. Officers who are on the mandatory overtime list who volunteer to fill these posts, will have their mandatory overtime obligation fulfilled for that round. Officers who are not currently on the mandatory overtime list can volunteer to fill these posts but will not receive mandatory overtime credit. If the four (4) hour increment is required to be filled with forced overtime, the officer next on the list will receive twenty-four (24) hours notice.
- E. When an employee is off on approved leave for a minimum of forty (40) hours, that employee shall be exempt from the mandatory overtime list for the first seventy-two (72) hours after returning to duty. Nothing herein shall preclude the employee from signing up for volunteer overtime.

**Section 19.9.** During the term of the labor agreement, if the Employer determines that it is beneficial to alter the shift length and/or work schedule, the Employer shall re-open the contract to negotiate such alteration (which would also include any article affected by a change in shift length and/or work schedule). The Employer will notify the Union in writing of its decision to re-open and shall notify SERB in the appropriate manner for a re-opener of the contract. Such re-opener shall be subject to the normal statutory impasse procedures as described in ORC Chapter 4117. Any language agreed upon in the re-opener shall be included as an Appendix to this Agreement. Any new work schedule shall be effective the first pay period after January 1st.

**ARTICLE 20**  
**WAGES AND COMPENSATION**

**Section 20.1.** Effective with the beginning of the pay period that includes January 1, 2015 the annualized wage levels for all bargaining unit employees shall be as follows, and all current employees will be assigned to steps as follows:

Time in Grade	Grade	2015
0-12 months	Corrections Rec.	\$31,455.58
13-36 months	Corrections 1st	\$35,967.35
37-60 months	Corrections 2nd	\$39,000.00
61-84 months	Corrections 3rd	\$47,052.32
85 months and above	Corrections 4th	\$48,226.34

**Section 20.2.** Effective December 17, 2015, the annualized wage levels for all bargaining unit employees shall be as follows, and all current employees will be assigned to steps as follows:

Time in Grade	Grade	2016
0-12 months	Corrections Rec.	\$32,399.25
13-36 months	Corrections 1st	\$37,046.37
37-60 months	Corrections 2nd	\$40,170.00
61-84 months	Corrections 3rd	\$48,463.89
85 months and above	Corrections 4th	\$49,793.70

**Section 20.3.** Effective December 15, 2016, the annualized wage levels for all bargaining unit employees shall be as follows, and all current employees will be assigned to steps as follows:

Time in Grade	Grade	2017
0-12 months	Corrections Rec.	\$33,371.23
13-36 months	Corrections 1st	\$38,157.76
37-60 months	Corrections 2nd	\$41,375.10
61-84 months	Corrections 3rd	\$49,917.81
85 months and above	Corrections 4th	\$51,412.00

**Section 20.4.** The listing of annual salaries is not a guarantee of annual earnings, but is shown only as the basis for calculating biweekly, hourly, and overtime rates of pay. The biweekly rate of pay is determined by dividing the annual salary by twenty-six (26) irrespective of the number of pay periods in a year. The hourly rate for all purposes except the computation of overtime is determined by dividing the biweekly salary by eighty and one-half (80.5).

**Section 20.5.** Beginning on 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 (1.5%)
Twenty (20) years of service:	Two percent (2%)

The amount of the adjustment will be added to the employee's rate of pay. The gaining of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

**Section 20.6.** Any employee assigned to a canine unit shall, for the duration of the assignment, be paid an additional seven (7) percent of his or her regular rate of pay.

**Section 20.7. Employer Pension Obligations:** The County shall continue to pay the statutorily required pension contribution to the Public Employee Retirement System (PERS) for all bargaining unit members in either the Law Enforcement Division (LE) or NON-LE in conformity with pertinent state and federal law.

## **ARTICLE 21**

### **COURT TIME/CALL-IN TIME**

**Section 21.1.** Whenever an employee is required to appear on off duty time before any official court or before the Prosecutor for pre-trial 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 pre-trial conference for more than three (3) hours, or is required to make more than one (1) appearance during any given off-duty day such excess time or additional appearances shall be compensated at one and one-half (1½) times the employee's normal hourly rate of pay for all time spent in such appearances.

**Section 21.2.** Any employee called in to work at a time outside his regularly scheduled shift, which call-in does not abut his regularly scheduled shift, shall be paid a minimum of three (3) hours at the overtime rate of pay.

**ARTICLE 22**  
**INSURANCE**

**Section 22.1.** The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit Hamilton County Board of Commissioners' employees in classified civil service positions. If such non-bargaining unit Hamilton County Board of Commissioners' employees are required to pay a portion of insurance premiums, the same premium contribution levels shall also apply to bargaining unit employees. All insurance requirements (e.g., fees, contributions, co-payments, etc.) specified for such non-bargaining unit Hamilton County Board of Commissioners' employees shall also be applicable to bargaining unit employees.

**Section 22.2.** 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 22.3.** The Employer agrees that if the Hamilton County Commissioners negotiates or approves from the General Fund a more favorable hospital care insurance plan(s) or life insurance plan(s), said improvements shall be made available to the bargaining unit covered by this Agreement.

**Section 22.4.** If the Hamilton County Personnel Department determines that it is desirable to establish a 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 22.5.** The life insurance benefits currently in effect shall continue throughout the term of this agreement.

**Section 22.6.** Employees on unpaid leaves of absence shall be able to retain their hospitalization coverage by paying for coverage pursuant to Hamilton County Board of Commissioners policy.

**ARTICLE 23**  
**HOLIDAYS**

**Section 23.1.** Scheduled paid holidays shall be as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September

Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Friday Following Thanksgiving (effective 2013)
Christmas	December 25 <sup>th</sup>

**Section 23.2.** Bargaining unit employees shall observe the holiday on the actual date of occurrence. Employees shall be paid for the number of hours that they would normally be required to work at their straight time hourly rate for each holiday listed in Section 23.1 of this Article when no work is performed on such holiday.

**Section 23.3.** Employees who are required to work on any of the holidays provided for in this Article shall be paid one and one-half (1 ½) times his/her regular wages for all hours actually worked within the twenty-four (24) hour period of the holiday, and an amount equal to one (1) hour paid for each one (1) hour worked up to a maximum of eight (8) hours pay.

**Section 23.4.** Holiday pay shall be paid on the paycheck which includes the pay period in which the holiday occurred. Holidays worked in the second week of a pay period will be paid in the following pay period.

**Section 23.5.** Any member requesting to take the actual holiday off shall submit a written request to their immediate supervisor for that day no less than thirty (30) days prior to the actual designated holiday. If a holiday listed above is included in an approved vacation period as defined in Section 24.4 of this Agreement, the thirty (30) day period is not required. Preference for scheduling shall be given according to seniority of those bargaining unit members in that division or subdivision. The immediate supervisor will provide a written notice of approval or disapproval, based on available manpower sufficient to properly cover the division or subdivision, no less than fourteen (14) days prior to the holiday being requested.

## **ARTICLE 24**

### **VACATION**

**Section 24.1.** 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 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. Less than six (6) years completed; rate of accumulation is 3.1 hours per pay period.
- B. Six (6) years of service but less than twelve (12) years of service completed; rate of accumulation is 4.6 hours per pay period.
- C. Twelve (12) years of service but less than eighteen (18) years of service completed; rate of accumulation is 6.2 hours per pay period.

- D. Eighteen (18) years of service but less than twenty-five (25) years of service completed; rate of accumulation is 7.7 hours per pay period.
- E. Twenty-five (25) years or more of service completed; rate of accumulation is 9.2 hours per pay period.

**Section 24.2.** Vacation credit accrues while in any Employer paid leave status. No vacation credit is earned while an employee is in no-pay status including lay-off, leave of absence, and unpaid disciplinary suspension. Prorated vacation credit is given for any part of a pay period. Eighty (80) hours of vacation credit is granted at the completion of one (1) year of employment. The following additional vacation credit will continue to be added up to and including the date of December 31, 2009 at which time such additions will cease to exist: 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.

**Section 24.3.** Vacation leave may be taken in one (1) hour increments, subject to the provisions of this Section. Requests for vacation leave shall be made in writing by the employee to the employee’s supervisor prior to any use of vacation leave.

**Section 24.4.** The Employer shall post a vacation calendar in each work section during the month of October of each year. Employees may request, prior to November 1, the dates for the following calendar 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, subject to the following limitations and exceptions:

- A. Vacation days will be picked in two (2) rounds by seniority. In the first round, employees may select, in seniority order, vacation periods consisting of no less than four (4) or five (5) consecutive days, subject to length of service with the Employer as follows:

1-5 years service	12 vacation days
6-11 years service	15 vacation days
12-17 years service	20 vacation days
18 or more years service	25 vacation days

- B. The second round of vacation selection shall begin upon completion of the first round of selection, but not later than December 1<sup>st</sup>. In the second round of selection, bargaining unit employees may select, in seniority order, the remainder of their available vacation leave. Such selections may be for single calendar days, and may include holidays as specified in Article 23 of this Agreement. During the second round, selection of vacation periods of less than a full work shift shall not be permitted.

- C. After completion of the second round of selections, but not later than March 1<sup>st</sup>, vacation requests shall be honored solely on the basis of the order of application, and without regard to seniority. Vacation leave selected after the second round may be in increments of one (1) hour.
- 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 request.

**Section 24.5.** 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 24.6.** Any employee who separates from service shall be paid for any earned but unused vacation leave.

**Section 24.7.** 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 24.8.** Accrued but unused vacation leave balances shall be shown on the employee's regular paycheck.

**Section 24.9.** If an employee cancels a pre-approved vacation, the vacation times will be posted in a conspicuous place and announced at roll call for re-bid by seniority.

## **ARTICLE 25** **SICK LEAVE**

**Section 25.1.** 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. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit. For any absence when an employee provides written, signed certification from a physician, dentist or other licensed practitioner indicating the nature of the illness or injury the Employer will not unreasonably infer abuse of the officer's contractual and statutory sick leave entitlement nor any improper neglect of duty.

**Section 25.2.** Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy-related conditions of the employee.

- B. Exposure of an employee to 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 three (3) days. One of the days must be the date of the funeral or about the day of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family.
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.
- G. For the purpose of this Section, the definition of immediate family shall be: spouse, parents, children, grandparents, siblings, grandchildren, step-parents, step-children, step-siblings, mother/father/ daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis).

**Section 25.3.** When an employee is unable to report to work due to illness or injury, he/she shall notify his/her immediate supervisor or other designated person at least two (2) hours prior to the time he/she is scheduled to report to work unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

**Section 25.4.** Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for four (4) consecutive days or more, or for each instance of absence in excess of five (5) occurrences within any calendar year, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness or injury.

**Section 25.5.** 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 department 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.

**Section 25.6.** An employee who does not use any of his/her sick leave in any period consisting of four (4) consecutive months shall be granted one (1) day of extra time off (personal day) for each four (4) months. 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 days 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 25.1 above to receive credit toward earning of personal days. All requests to receive pay under this provision are the responsibility of the employee.

The following absences shall not constitute a disruption of the employee's ability to earn a personal day: When sick leave is approved for the death of a member of the employee's immediate family as provided for in Section 25.2(D), or when bereavement leave is approved as provided for in Section 26.1, or when an employee is admitted to a hospital as the result of an injury, or when an employee/parent uses sick leave for any pregnancy-related condition.

**Section 25.7.** 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 25.8.** 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 25.9.** Sick leave balances shall be shown on all employees' regular paycheck.

## **ARTICLE 26** **BEREAVEMENT LEAVE**

**Section 26.1.** Upon the death of an employee's spouse, child, step-child living with the employee, mother, father, sister, brother, grandparents, or mother/father-in-law, the Employer shall grant bereavement leave in lieu of the use of sick leave. Bereavement leave shall be limited to a reasonably necessary time not to exceed five (5) work days. One (1) of the days must abut the day of the funeral or an off day that abuts the day of the funeral. Bereavement leave shall not be deducted from any sick leave balance.

## **ARTICLE 27** **OCCUPATIONAL INJURY LEAVE**

**Section 27.1.** 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 the injured employee's negligence, recklessness, or self-infliction by an employee, and upon the employee's application, the Employer may grant the employee, beginning on the eighth (8<sup>th</sup>) calendar day of absence or on

the first (1<sup>st</sup>) day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave (OIL) with full pay for a period not to exceed one hundred twenty-five (125) work days. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted. The granting of OIL shall not be unreasonably denied. The Employer, at his sole discretion, may extend an OIL. The Employer's failure to extend a leave shall not be subject to the grievance procedure.

**Section 27.2.** 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 27.1 above.

**Section 27.3.** 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 27.4.** Any employee claiming an occupational illness or injury under this Article shall file an injury claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted on the eighth (8<sup>th</sup>) day of absence, and any sick leave, compensatory time, or vacation leave used by the employee during the first eight (8) days of absence shall be restored to his/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, compensatory time, and/or vacation leave for all time paid by the Employer for OIL.

**Section 27.5.** It is understood and agreed that the Employer’s obligation under this Article is only the difference between the employee’s regular rate of pay and the amount of income benefits available to the employee from OBWC, and that OIL is not in lieu of OBWC benefits.

**Section 27.6.** In lieu of granting OIL, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee’s treating physician.

## **ARTICLE 28** **DONATED TIME**

**Section 28.1.** All bargaining unit employees shall be eligible for donated compensatory time and vacation time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness or injury.

**Section 28.2.** 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 Director of Corrections 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 Director of Corrections or his designee shall direct a letter to the Employer within one (1) week of the 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 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 of 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 29**  
**UNIFORMS AND EQUIPMENT**

**Section 29.1.** 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. Initial uniform issue by the Employer shall include three (3) all weather trousers, three (3) winter shirts, three (3) summer shirts, and two (2) sets of buttons. Annual replacement uniform and shoe issue shall be according to quantities and schedule as posted by the Employer. All bargaining unit employees shall be provided with shoes in a style as required by the Employer. The Employer shall provide replacement footwear at least once each eighteen (18) months. (While this statement shall not be included in the final Agreement, the Union agrees to

be bound by the tattoo policy resolution resulting from negotiations with Enforcement Officers in case #2008-MED-07-0714.)

**Section 29.2.** All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in the condition as issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued uniform or equipment item which is lost or damaged beyond normal use by an employee shall either be replaced or paid for at current market value by the employee, at the option of the employee.

**Section 29.3.** Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer or designee.

**Section 29.4.** When an employee supplies evidence that he/she sustained damage to personal property while performing the duties of his/her assigned work, provided such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of two hundred dollars (\$200.00) per year, but no more than fifty dollars (\$50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Any court ordered restitution received by an employee as compensation for damage to his/her personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder.

**Section 29.5.** In the event of damage to prescription eye glasses (including frames), contact lenses, dentures, and other oral prosthesis, which damage occurs in the active discharge of an employee's duties the Employer shall pay the difference, if any, between the amount of reimbursement from the Ohio Bureau of Workers' Compensation and the actual cost of repair or replacement.

**Section 29.6.** An employee who retires from service with the Employer shall be presented his/her badge. The badge shall be presented in such a manner as to make it unusable. Such retiring employee shall also be presented with an identification card that identifies him or her as a retired deputy sheriff. "Retire" means age and service retirement under PERS (or the City of Cincinnati retirement fund for those affected employees).

**Section 29.7.** On the first regularly scheduled pay day following May 1 of 2012, employees who have completed more than one (1) year of service in the bargaining unit shall receive a uniform allowance of eight hundred dollars (\$800.00). On the first regularly scheduled pay day following May 1, 2014 and in each subsequent year, employees who have completed more than one (1) year of service in the bargaining unit shall receive a uniform allowance of one thousand dollars (\$1,000). The payment of a non-accountable uniform allowance is a taxable event under IRS regulations. 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 sixty-seven dollars (\$67.00) per full calendar month of service from date of entry into the unit prior to May 1. Effective May 1,

2014, the pro-rated amount shall be increased to eighty-four dollars (\$84) per full calendar month for all months served beginning with May 2014. 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.

**Section 29.8.** Bargaining unit employees who are OPOTA certified, who initially purchased their own leather or plastic equipment, shall have such leather or plastic equipment replaced by the Employer per the Employer's replacement schedule.

### **ARTICLE 30 EXPENSES**

**Section 30.1.** When an employee is authorized or required to travel outside of Hamilton County on official business, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his duty, including, but not limited to, expenses incurred for meals, lodging, and parking, subject to limits and rates as established by the Hamilton County Board of Commissioners for all County employees. The employee must present appropriate receipts to substantiate the expenses actually incurred.

**Section 30.2.** When an employee is authorized or required to travel on official business and to drive his personal vehicle or when an employee's duty requires him or her to utilize his or her personal vehicle for court appearances, the Employer shall reimburse the employee for all miles actually driven at the mileage rate as established by the Internal Revenue Service, and for actual parking expenses.

### **ARTICLE 31 TRAINING**

**Section 31.1.** 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 to Hamilton County from the site shall be counted as regular work days, not to exceed eight (8) hours.

Effective January 1, 2013, C.E.R.T. training, OPOTA training including firearms qualification, and assignment as an instructor for any training, for those who are regularly assigned to a post requiring them to be a certified police officer, shall be entitled to the benefits set forth in Section 31.1.

**Section 31.2.** 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 Article 30 of this labor Agreement.

**Section 31.3.** Every three (3) years the Employer shall retrain the employees in the following: First aid, CPR, Universal precautions, Unarmed self-defense, Weapon retention (OPOTA certified employees). The Employer will have one (1) calendar year to complete the training. The three (3) year limit for training for new employees in the bargaining unit will start January 1 of the calendar year that begins after the first day of employment.

**Section 31.4.** The HCCOA shall be given approximately one (1) hour during cadet training sessions to explain member benefits, contract provisions, responsibilities and rights, etc.

**Section 31.5.** An employee who returns to work following an extended leave may be subject to re-training.

**Section 31.6.** If a bargaining unit employee completes OPOTA training to become a certified Peace Officer through training obtained from an entity other than the Hamilton County Sheriff's Office, the Sheriff's Office shall recognize such certification from the outside entity only if the Hamilton County Sheriff's Office is not providing an academy at the time the outside certification was obtained.

If the Sheriff's Office does recognize the certifications discussed above, it shall consider the certification adequate for eligibility for off duty details and promotional opportunities, provided that the bargaining unit employee completes the Sheriff's Office refresher course, and provided he or she attends any OPOTC-required course(s) on his or her own time.

**Section 31.7.** Any employee assigned to act in the capacity of a Field Training Officer ("FTO") shall be compensated with one-half (½) hour of overtime for each day the employee is assigned a trainee.

## **ARTICLE 32** **LEAVE OF ABSENCE**

**Section 32.1.** The Employer may grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon request to and with the approval of the Employer.

- 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 in each individual case if a leave of absence is to be granted.
- B. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) calendar days prior to the commencement of the desired leave so that the various departmental functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to the classification of Corrections Officer in an available assignment. Employees on an unpaid

leave of absence are subject to all layoff and recall provisions of Article 13 of this Agreement.

- D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.
- E. The Employer should send a written reminder to the employee at least two (2) weeks prior to the end of the unpaid leave of absence. If an employee fails to return to work at the expiration of his requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.

**Section 32.2.** Childbirth/Adoption Leave:

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

Family and Medical Leave:

An employee who meets the eligibility requirements for Family and Medical Leave may apply for such leave. The Employer will approve leave requests as required by the Act, provided that except as prohibited by the Act, the Employer may do the following: deny requests that the Act does not require be approved; require medical certifications; request medical examinations (which may include psychological examinations) in addition to any information or certifications provided by the employee; place employees on Family and Medical Leave if they are unable to apply or fail to apply but are otherwise qualified for such leave; require that employees use paid leave before unpaid leave and offset the paid leave against the Family and Medical Leave entitlement; require employees to pay their share of premiums for insurance coverage while on unpaid Family and Medical leave; take disciplinary action against employees who do not comply with the Employer's policies and procedures for administering Family and Medical Leave; coordinate the administration of Family and Medical Leave with the Employer's administration of other types of leave; and place an employee who has exhausted Family and Medical Leave and who is still unable to perform the essential functions of the position on unpaid Disability Leave or proceed to Disability Separation.

**Section 32.3.** All employees who are members of the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States including the Ohio National Guard are entitled to paid leave of absence from 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.

- A. 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.
- B. 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.
- C. Employees who are members of those military components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year except as required by law. The leave will cover the official period of the emergency and the time necessary to return to work.

**Section 32.4.** 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 employee's 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.

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 has declined to approve any additional leave (e.g., the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PERS Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS laws under this Agreement.

The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his Disability Leave. An employee who does not return from Disability Leave, who formally resigns, or 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 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.

PERS Disability:

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

**Section 32.5.** The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this section. All compensation received by the employee for such

duty shall be reimbursed to the Employer unless such duty is performed totally outside the normal working hours of the employee. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from the Ohio Bureau of Workers' Compensation (OBWC), the Ohio Bureau of Employee Services (OBES), and the State Employment Relations Board (SERB).

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

### **ARTICLE 33** **OUTSIDE EMPLOYMENT**

**Section 33.1.** Bargaining unit employees 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 33.2.** Any employee accepting outside employment must notify the Employer or designee of the nature of the work, and the hours the employee will be working, prior to beginning such outside employment.

**Section 33.3.** The Employer or designee will either approve the request for outside employment or notify the employee of the reason for denial. Such determination shall be made within a reasonable period of time. Approval of outside employment will not be unreasonably denied.

**Section 33.4.** The Employer reserves the right to require that a bargaining unit employee reduce his/her outside employment when his/her work performance as a Corrections Officer and/or his/her attendance is adversely affected.

**Section 33.5.** Bargaining unit employees shall have the right to grieve any disciplinary action taken by the Employer or designee relative to an employee's outside employment. Such grievances and discipline shall be handled pursuant to Articles 8 and 9 of this Agreement.

**Section 33.6.** County radio equipment shall be made available to persons who have approved off-duty employment work at a secure location at the jails. The number of radios available at each jail for this purpose shall be determined by the Employer. Employees may check out radio equipment no sooner than two (2) hours prior to the starting time of their off duty employment, and must return the equipment no later than two (2) hours after the conclusion of the employment.

**ARTICLE 34**  
**DRUG/ALCOHOL TESTING**

**Section 34.1.** 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 34.2.** 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 34.3.** 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 34.4.** 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 34.5.** 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 34.6.**

- 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 34.7.** 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 34.8.** 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 34.9.** 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 34.10.** Costs of all drug screening tests, confirmatory tests, return-to-duty tests and follow-up 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 34.11.** 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 34.12.** The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

## **ARTICLE 35** **HEALTH AND SAFETY**

**Section 35.1.** It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment, and working methods for its employees. The employees accept the responsibility to follow safe working methods and all written and distributed safety rules.

**Section 35.2.** All alleged unsafe working conditions and health hazards must be reported in writing to the immediate supervisor and to the Director of Safety as soon as such conditions are known. The Director of Safety shall investigate the condition and determine as promptly as warranted whether such condition does in fact present a significant threat to the safety of the employee(s) involved and if indicated, initiate appropriate corrective action. Within seven (7) calendar days following the completion of his investigation, the Director of Safety shall provide a written determination of his findings to the Director of Corrections, the Labor/Management committee, and the employee who requested the investigation.

**Section 35.3.** Upon receipt of the Director of Safety's response as provided for in Section 35.2 above, if an employee feels that an alleged unsafe working condition or health hazard has not been satisfactorily addressed, he may submit a written notice of his concerns to the Labor/Management Committee as described in Article 7 of this Agreement. The Labor/Management Committee shall conduct a special meeting as soon as practical, but no later than fourteen (14) calendar days following the receipt of such written notice. No other subject may be discussed at such special meetings of the Labor/Management Committee without mutual consent of the parties.

The Labor/Management Committee shall, within fourteen (14) calendar days of meeting, file a written report with the Employer. Such report shall contain the results of the meeting including any recommended corrective action. The Employer or his designee shall respond in writing to the Labor/Management Committee within fourteen (14) calendar days following receipt of the

Labor/Management Committee's report. The Labor/Management Committee shall inform the employee who initiated the report of its recommendations and the Employer's response.

**Section 35.4.** Each employee shall be provided with information as part of orientation, in-service training, and on an as needed basis about communicable diseases to which he/she may be exposed in the performance of his/her duties. Information 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 35.5.** 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 corrections vehicle will be equipped with both disposable and reusable gloves.

## **ARTICLE 36**

### **CIVIL SERVICE COMPLIANCE**

**Section 36.1.** 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 36.2.** 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 37**

### **NO STRIKE/NO LOCKOUT**

**Section 37.1.** The parties agree that:

- A. During the term of this Agreement, the Union 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 term of this Agreement.
- B. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of bargaining unit employees.

**ARTICLE 38**  
**TUITION REIMBURSEMENT**

**Section 38.1.** All bargaining unit employees shall be eligible to participate in the Hamilton County Tuition Reimbursement Program under the same terms and conditions, and with the same benefits, applicable to the other employees of the County.

**ARTICLE 39**  
**SUB-CONTRACTING**

During the term of this Agreement, the Employer shall not sub-contract or privatize corrections security services.

**ARTICLE 40**  
**SEVERABILITY**

**Section 40.1.** 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 40.2.** 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 41**  
**COPIES OF THE AGREEMENT**

**Section 41.1.** Copies of this Agreement shall be printed and distributed to all bargaining unit employees, and to all probationary employees hired during the term of this Agreement. The cost of printing shall be paid equally by the parties. The Employer shall control the inventory of all unissued copies. The HCCOA shall have access to additional copies from the inventory as needed.

**ARTICLE 42**  
**DURATION**

**Section 42.1.** This Agreement shall be effective January 1, 2015, and shall remain in full force and effect until 11:59 p.m., December 13, 2017.

**Section 42.2.** The parties acknowledge that during 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 43**  
**RE-HIRE OF FORMER CORRECTIONS OFFICERS**  
**FROM OUTSIDE THE BARGAINING UNIT**

**Section 43.1.** The wages for any Hamilton County Sheriff Enforcement Officer, previously employed by the Hamilton County Sheriff's Office as a Corrections Officer, who is being re-hired from the non-supervisory Enforcement Unit (Blue Unit) into the Corrections Officer bargaining unit will be determined by calculating Seniority under Sections 12.3(E) or 12.5 of the collective bargaining agreement. Such re-hired Corrections Officers shall be placed into the wage scale pursuant to the seniority determinations set forth in Sections 12.3(E) or 12.5, and they will be eligible for any other benefit offered under the wage article of the HCCOA collective bargaining agreement.

**Section 43.2.** No bargaining unit employee will be laid off or displaced from assignment or shift in the event that former unit members from the Enforcement Blue Unit are re-hired as corrections officers upon separation from the Blue Unit in lieu of, or because of, a layoff event. Further, shift preferences for such re-hired employees and scheduled leave will be determined by the Employer until the next regularly scheduled shift and leave bid processes.

**Section 43.3.** The Enforcement Officers being re-hired into the Corrections Officer bargaining unit will not have to complete another initial hire probationary period. However, progressive discipline will still take into account an employee's current disciplinary status with the Sheriff's Office.

**Section 43.4.** The Enforcement Officers being re-hired into the Corrections Officer bargaining unit will have the opportunity to re-select their health insurance coverage beginning on the month following the effective date of re-hire for the year of their re-hire because rates will be significantly different under the Corrections agreement provision which has no insurance cap. Such rehire into the Corrections unit shall be considered a qualifying event for re-opening the health insurance selection process for those employees being re-hired into the Corrections Officer bargaining unit.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by these authorized representatives this 24<sup>th</sup> day of February, 2016.

For the Hamilton County Sheriff:

Jim Neil

Jim Neil  
Hamilton County Sheriff

Mark Schoonover

Mark Schoonover  
Chief Deputy

Keith L. Clepper

Keith L. Clepper  
Administrative Assistant, Office of L.R.

Brett A. Geary

Brett A. Geary  
Labor Relations Consultant

For the Hamilton County  
Board of Commissioners:

Christian Sigman

Christian Sigman  
County Administrator

Approved As To Form:

on file

Assistant Prosecuting Attorney

For the HCCOA:

Stephen S. Lazarus

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

John Brady

John Brady  
Bargaining Team Member

Jacob Richmond 1278

Jacob Richmond  
Bargaining Team Member

Nicholas Hirschauer #1290

Nicholas Hirschauer  
Bargaining Team Member

David McElroy #1070

David McElroy  
Bargaining Team Member

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.