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IMAGE 8436

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HAMILTON COUNTY SHERIFF'S OFFICE

AND

HAMILTON COUNTY
DEPUTY SHERIFF'S SUPERVISORS ASSOCIATION

SERB CASE NUMBER
2014-MED-09-1228

Effective through
December 13, 2017

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PREAMBLE

This Agreement, entered into by the Hamilton County Sheriff, hereinafter referred to as the "Employer" and the Hamilton County Deputy Sheriff's Supervisors Association, hereinafter referred to as the "Association," representing the employees of the Hamilton County Sheriff's Office as specified herein, 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 1
ASSOCIATION RECOGNITION

Section 1.1. The Employer recognizes the Association as the sole and exclusive representative of all full-time employees in the bargaining unit certified by the SERB in case number 99-REP-02-0018 on June 3, 1999, and amended on November 18, 1999 in case number 99-REP-10-0240:

Included: All Hamilton County Corrections Supervisors (Corrections Sergeants, Corrections Lieutenants and Corrections Captains) employed by the Hamilton County Sheriff.

Excluded: All other employees.

Section 1.2. The Employer will not recognize any other union as the representative for any employees within the bargaining unit referenced above during the term of this Agreement.

Section 1.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. In the event of a change of classification of a position within the bargaining unit, or in the event that a new position is created within the division, 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 Association in writing within five (5) calendar days. If the Association disputes the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Association. If the parties do not agree, the position(s) shall be subject to challenge by the Association to the State Employment Relations Board pursuant to applicable statutes.

Section 1.4. Any employee or employees in the classification of Corrections Sergeant, Corrections Lieutenant and/or Corrections Captain serving in a training assignment shall remain as bargaining unit members for purposes of this Agreement.

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ARTICLE 2
ASSOCIATION SECURITY

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

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

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

Section 2.4. Effective January 1, 2001 any bargaining unit member who has failed to submit a voluntarily signed authorization or who revokes a previously submitted authorization, shall pay to the Association, through payroll deduction, a fair share fee for the duration of this Agreement. Fair share fees shall also be deducted from all new employees hired on or after January 1, 2001. Such fair share fee shall be deducted before the 61st day following the beginning of their employment.

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

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

Section 2.6. The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence or (5) any

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pay period during which the employee does not earn enough wages for Association dues to be deducted after all other deductions are made.

Section 2.7. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the Association becomes aware of an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount.

Section 2.8. 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.

ARTICLE 3
ASSOCIATION REPRESENTATION

Section 3.1. Counsel to the Association shall be admitted to the Employer's facilities with prior notification to the Employer or designee for the purpose of processing grievances, attending meetings, or other representational activities as permitted in this Agreement. Upon arrival, counsel shall identify himself to the Employer or designee.

Section 3.2. The Employer shall recognize one (1) employee to act as Association Steward per shift, and one (1) employee to act as Alternate Steward. The Stewards and the Alternate Steward may perform such representational activities as permitted or required by this Agreement within the parameters of the Agreement. The Stewards and Alternate Steward shall be identified by the Association to the Employer in writing. No employee may perform the duties of Steward or Alternate Steward until written notice of such employee's election or appointment is received by the Employer.

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

A. Name

B. Address

C. Home Telephone Number

D. Immediate Supervisor

E. Association Office Held (including area of responsibility)

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

Section 3.4. When it is necessary for an Association representative to conduct authorized Association representational activities, he/she shall first request permission from the Deputy Director within the employees chain of command, which shall be granted for a reasonable period

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of time to conduct such activities, unless the release of the Association's representative would unduly disrupt the operation of the department, in which case the Association's representative will be released as soon as it becomes feasible. Recognized Association activities include, but are not limited to the following:

A. Investigation and processing of grievances including taking statements from the grievant or any witnesses, review all pertinent documents (copies of which shall be provided by the Employer upon the Association's representative's written request), completion of all necessary forms, meeting with the Association's legal counsel, and preparation for and attendance at all grievance hearings.

B. Investigation of any written complaint involving a work related health or safety hazard, injury or death of any member of the bargaining unit.

C. Investigation of any proposed or actual disciplinary action including taking statements from the affected employee and any witnesses, review of all pertinent documents (copies of which shall be provided by the Employer upon the Association's representative's written request), and preparation for and attendance at all disciplinary hearings as provided for in Article 8 of this Agreement. Investigatory interviews prior to the notification of the intent to take disciplinary action as provided for in Section 8.4 of this Agreement are not subject to this paragraph.

D. Any other representational activity specifically authorized by this Agreement, or specifically authorized in writing by the Employer or designee.

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

Section 3.5: The Association agrees that no representative of the Association, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of employees. Further, the Association agrees not to conduct meetings (bargaining unit or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer or designee, or by this Agreement. Bargaining unit members shall not conduct Association business (defined as fund raising activities, solicitation for membership, or distribution of literature) on behalf of the Association during the work time of any involved employees. Unauthorized activities shall cease upon the demand of any supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

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

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

ARTICLE 4
MANAGEMENT RIGHTS

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

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

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

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

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

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

F. To determine the adequacy of the work force;

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

H. To effectively manage the work force;

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

Section 4.2. The Association 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 4.3. 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 5
LABOR/MANAGEMENT MEETINGS

Section 5.1. In the interest of sound labor/management relations, upon written request of either party, on a mutually agreeable day and time, the Employer and/or his designated staff members

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shall meet as needed within a reasonable time period upon a mutually acceptable date with up to three (3) bargaining unit employee representatives of the Association and Association counsel to discuss pending problems and to promote a more harmonious labor/management relationship. Either party may invite additional employees or non-employees to any labor/management meeting to address a specific topic. Such invited person shall only attend during the discussion of the topic for which he/she was invited.

Section 5.2. Each party will present an agenda to the other party not less than seven (7) calendar days in advance of the scheduled meeting. Such agenda will include a list of matters to be discussed at the meeting and the names of the employee and non-employee Association representatives who will be attending.

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

A. Discuss the administration of this Agreement;

B. Notify the Association of changes made by the Employer which affect bargaining unit employees;

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve effectiveness, including staff training and the assignment of bargaining unit employees;

F. Consider and discuss health and safety matters relating to employees; and

G. Discuss changes in work orders, regulations, standard operating procedures, and/or general orders.

Section 5.4. If labor/management meetings are scheduled during the normal work shift of any bargaining unit employees provided for in Section 5.1, such employees shall not suffer any loss of pay for attending such meetings. If labor/management meetings are scheduled outside of the regular duty hours of any bargaining unit employees provided for in Section 5.1, such employee shall receive straight time compensatory time for all hours at the meeting that are outside the employee's regular duty hours.

ARTICLE 6
NON-DISCRIMINATION

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

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ARTICLE 7
GRIEVANCE PROCEDURE

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

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

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

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

Grievances alleging a violation, misinterpretation, or improper application of the Sheriff's Weight Standards Policy or the Sheriff's Physical Fitness Policy shall be processed under Article 7 of this Agreement.

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

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

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

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

Section 7.4. A grievance must be submitted to the procedure within fourteen (14) calendar days after an employee knows or should have reasonably known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the facts.

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

Section 7.6. All grievances must be submitted in writing and should contain the following information, if appropriate, to be considered:

A. Grievant's name, classification, and signature;

B. Assigned work shift and work area;

C. Date grievance is being filed;

D. Date, time and location of incident giving rise to the grievance;

E. Description of incident giving rise to the grievance;

F. Section of the Agreement alleged to have been violated; and

G. Desired remedy to resolve grievance.

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

Section 7.7. The 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 stated herein, the employee shall submit the grievance to the Deputy Director within the grievant's chain of command or designee. The Deputy Director or designee shall provide a written response to the employee within seven (7) calendar days following the day on which the grievance was submitted to him.

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

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

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

Section 7.8. The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 3, the Association shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The representatives of the parties shall schedule a pre-arbitration meeting to be held within fourteen (14) calendar days after notification of a request to arbitrate to begin the selection process outlined below. The Association may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative.

A. At the pre-arbitration meeting, the representatives shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The American Arbitration Association (AAA) shall be jointly requested to submit a panel list of fifteen (15) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. On odd-numbered years, the Employer shall strike first; on even-numbered years, the Union shall strike first. Either party may once reject the list and request from AAA another list of fifteen (15) arbitrators until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.

B. If either party challenges the arbitrability of a grievance, it shall notify the other party at the pre-arbitration meeting of it challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. 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 Association, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days following the conclusion of testimony and arguments and the submission of final briefs.

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E. The fees and any costs of the services of the arbitrator, any cost of selecting the arbitrator, and/or any cost for facilities shall be borne equally by the parties.

F. Any fees and costs of any non-employee witness shall be borne by the party calling such witness. Any fees of any court reporter shall be paid by the party requesting such court reporter, or shall be paid equally by the parties if both parties desire a reporter or request a copy of any transcript prepared by such reporter.

G. Any bargaining unit employee whose attendance is required by the Employer for a grievance arbitration hearing shall receive full pay and benefits for all hours that such attendance is required at the applicable rate of pay. Bargaining unit employees whose attendance is required by either party shall not suffer any loss of pay for all hours that such attendance is required.

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

Section 7.10. At any step in the grievance procedure, the grievant shall be entitled to be represented by the Association.

ARTICLE 8
DISCIPLINE

Section 8.1. The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take such disciplinary action for infractions occurring while the employee is on duty, while working off-duty details, while wearing the uniform of the Employer, while off duty representing himself/ herself as an employee 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.

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 an official reprimand);

D. Level 4 Warning (equivalent to a suspension or reduction in pay or position);

E. Discharge.

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The Employer may require an employee to work through a suspension, thus the suspension is a paper suspension only, but shall carry the same weight in the progression of discipline. With the permission of the Sheriff, an employee suspended without pay may forfeit paid vacation leave for all or part of the suspension.

Section 8.2. No employee will receive a Level 4 Warning, suspension, reduction in pay or position or be discharged without first having had the opportunity for a pre-disciplinary hearing. The employee and the Association Counsel will be given a one hundred twenty (120) hour advance notice of the hearing, with a description of the charges. Notice to 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 hearing is to give the employee and his representative an opportunity to respond to the charges. There is no requirement for the Employer to present witnesses at the hearing.

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

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

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

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

Section 8.3. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee within five (5) calendar days following its preparation.

Section 8.4. Whenever the Employer or designee interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, the following conditions shall apply:

A. Employees being questioned as witnesses shall be so informed. Employee witnesses may be required by the Employer or designee to respond and respond truthfully to all questions. Failure of employee witnesses to respond or respond truthfully may result in disciplinary action.

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 the time and of his/her right to have the

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opportunity to have an Association representative or a representative of his/her choice present to represent him/her during the interview, questioning, or interrogating.

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. With the consent of the parties involved, preliminary investigations may be tape recorded. Formal disciplinary conferences shall be audio recorded by the hearing officer. A copy of any recording shall, at the request of the employee, be provided to the employee. The employee may also record the conference.

E. Procedures provided for in this Section shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his/her shift. When the Employer requires any bargaining unit employee to attend a disciplinary conference, the employee shall be paid for the time that he/she is required to be at such conference.

F. Procedures provided for in this Section shall be for reasonable periods and shall allow for personal necessities and rest periods. It is understood that there shall be no period of continuous questioning exceeding one (1) hour without provisions 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. The results of a polygraph examination, voice stress analysis, or other truth verification technology, may not be used in any arbitration procedure provided for in this Agreement, unless the employee consents to the use.

Section 8.5. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 8.6. 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 not guilty of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he/she shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his/her credit.

Section 8.7. Progressive discipline, insofar as it relates to the Employer's work rules, regulations, standard operating procedures, and/or general orders on weight and fitness, 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 8.8. In all cases, disciplinary action must be instituted within two (2) months of the date of the Chief's (or designee's) signature on the Memorandum to Personnel File.

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ARTICLE 9
PERSONNEL FILES

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

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

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

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

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

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

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

This all assumes no other discipline.

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

Section 9.5. Within fifteen (15) 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 six (6) months of the review date, unless an alternate form of the exam is given.

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The provisions of this Section apply only to examinations prepared by the Ohio Department of Administrative Services or the Employer. Review of the result of exams obtained from any other source shall not be permitted.

ARTICLE 10
PROBATIONARY PERIOD

Section 10.1. Any employee promoted into the bargaining unit from the rank of Corrections Officer shall be required to successfully complete a promotional probationary period of one (1) year (365 calendar days). An employee serving such promotional probationary period as provided for in this Section whose performance is judged unsatisfactory shall be returned to his/her former rank, and he/she shall have no right to appeal the decision to return him/her to his/her former rank.

Section 10.2. Any employee promoted within the bargaining unit from the rank of Corrections Sergeant to Corrections Lieutenant shall be required to successfully complete a promotional probationary period of six (6) months (180 calendar days). An employee promoted within the bargaining unit from the rank of Corrections Lieutenant to Corrections Captain shall be required to successfully complete a promotional probationary period of six (6) months (180 calendar days). An employee serving such promotional probationary period as provided for in this Section whose performance is judged unsatisfactory shall be returned to his/her former rank, and he/she shall have no right to appeal the decision to return him/her to his/her former rank.

Section 10.3. In the event there are no qualified employees, the Hamilton County Sheriff, as determined by the provisions of Section 10.1 of this Agreement, in the rank of Corrections Officer eligible for promotion to the rank of Corrections Sergeant, the Employer may hire a new employee. Such newly hired employee will be required to successfully complete an initial probationary period. Such initial probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months (365 calendar days). A newly hired probationary employee may be terminated any time during his/her probationary period, and shall have no right to appeal such termination.

Section 10.4. Any employee who, while serving a probationary period (initial or promotional) as provided for in this Article who misses ten (10) or more work days during such probationary period due to illness, injury, or any other type of leave provided for in this Agreement may, at the discretion of the Employer, have such probationary period extended by the length of such leave. Such extension may not exceed the length of the original probationary period.

ARTICLE 11
SENIORITY

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

Section 11.2. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Hamilton County Sheriff and/or the City of Cincinnati. "Rank Seniority" shall be computed on the basis of uninterrupted length of continuous service in rank in

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the employ of the Hamilton County Sheriff and/or the City of Cincinnati. For employees with the same uninterrupted length of continuous service in rank in the employ of the Hamilton County Sheriff, Rank Seniority shall be determined by the dates of the affected employees' most recent prior promotion. If a tie in Rank Seniority remains, the affected employees' promotional dates for the next lower rank (if applicable) shall be utilized to break the tie. If a tie remains after utilizing all promotional dates, then Rank Seniority shall be determined by utilizing the affected employees' dates of hire. If the tie in the employees' Rank Seniority cannot be resolved after examining all promotional dates and dates of hire, then the affected employees' seniority shall be determined by the affected employees' test scores on the promotional exam for their current rank.

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

A. Absence while on approved leave of absence;

B. Absence while on approved sick leave or disability leave;

C. Military leave;

D. Layoff of thirty-six (36) months duration or less, or layoff of up to six (6) years where an employee continues full-time service with the Employer as a Corrections Officer, Corrections Sergeant, or Corrections Lieutenant throughout the period of layoff;

E. Transfer or promotion out of the bargaining unit so long as the employee returns within one (1) year.

An employee who is promoted to a higher rank and/or an employee on promotional probation shall continue to accumulate seniority in lower ranks, provided continuous service is not broken by the situations listed below.

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

A. Discharge or removal for just cause;

B. Retirement;

C. Layoff for more than thirty-six (36) months or more than six (6) years where an employee continues full-time service with the Employer as a Corrections Officer, Corrections Sergeant, or Corrections Lieutenant throughout the period of layoff;

D. Failure to return to work within ten (10) calendar days of a recall from layoff;

E. Failure to return to work at the expiration of leave of absence;

F. Resignation.

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

Section 11.6. The Employer shall post a seniority list once every twelve (12) months, on the department bulletin board showing the overall and rank seniority of each employee. One (1) copy of the seniority list shall be furnished to the Association upon request.

Section 11.7. Employees laid off shall retain their seniority for a period of thirty-six (36) months from the date of layoff.

Section 11.8. Employees shall bid on shift selection annually, beginning on or before December 10th each calendar year. New assignments shall commence within one (1) month of the selection date. If a vacancy exists in a position to be bid on December 10th and such vacancy is filled prior to the succeeding December 10th, it shall be filled by using the original annual bid results. If a vacancy occurs in a position to be bid after December 10th it shall be filled by discretion of the Employer, subject to shift bidding at the next annual bid. Shift assignment shall be made according to rank seniority with two exceptions: 1) the Employer may assign probationary employees to any shift without displacing another bargaining unit member who has successfully bid for that shift; and 2) the employer may exempt persons assigned to the following positions from displacement due to shift selection by seniority:

1. One (1) Intake Sergeant (Second Shift) + One (1) Intake Sergeant (Third Shift)

2. One (1) Training Supervisor. A second training supervisor will be exempt during the length of any recruit academy class, and any scheduled Corrections in-service training. For any other period of time, the second training supervisor's shift shall be based on seniority.

Those currently in the position to be exempted may be selected for the exemptions set forth herein. The employee shall be notified of his or her exemption within ten (10) days of his or her designation, with a copy of the notice to the Association.

An employee in an exempted position may opt out of that position at the time of the annual bid selection process. This includes an employee initially in the exempt position, or an employee who comes to occupy the exempt position as provided below.

All assignments to exempted positions shall be on a voluntary basis; provided, that if no supervisor in the bargaining unit volunteers for the position or the Employer does not select any of the volunteers for the exempt position, the Employer shall assign someone from among the employees who have successfully bid onto that shift and may add a person to the number of persons bidding onto a shift in order to do so.

If an exempt position becomes vacant for any reason, within thirty (30) days of the vacancy, the Employer shall post the opening for ten (10) calendar days so employees may volunteer for the assignment. If the Employer does not make a selection from among volunteers, the Employer will fill the vacancy with a person who is on the same shift as the vacancy. If the vacancy occurs

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within thirty (30) days of the annual shift selection, the Employer may defer to the annual bidding process.

ARTICLE 12
VACANCIES AND PROMOTIONS

Section 12.1. The parties agree that all appointments to vacancies covered by this Agreement shall be filled in accordance with this Article, by the promotion of bargaining unit employees, unless there are no qualified bargaining unit employees for a vacancy.

Section 12.2. Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted on the employee's bulletin board for ten (10) calendar days. The notice of such vacancy shall contain the minimum characteristics, job duties, pay range, and classifications eligible to participate in the testing process for the vacancy with the weight to be granted for each factor or part of the testing process. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or applications from probationary employees or applicants who do not meet the minimum qualifications of the job.

Section 12.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to thirty (30) calendar days without following the above procedures, pending the employer's determination to fill the vacancy on a permanent basis.

Section 12.4. All promotions in rank which result in an increase in pay, or assignment to a higher pay range, shall be based upon merit and fitness as determined by promotional examination. 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.

Section 12.5. All examinations, assessments, and tests for any open position as determined by the Employer shall be open competition and available to all employees in the bargaining unit, provided that the applicant has successfully completed his/her probationary period in his/her current classification. The results of all promotional exams shall be posted in a manner that will not identify the names of the employees.

Section 12.6. 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.

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Section 12.7. Eligibility lists established by promotional examinations shall remain in effect for twelve (12) months from the date of certification of the results, 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 12.8. 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 12.9. Temporary position holders appointed in compliance with Section 12.3 above 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 12.8 of this Article.

Section 12.10. 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.

Section 12.11. Any newly promoted employee within the bargaining unit, failing to successfully complete his/her promotional probationary period, will be returned to his/her previously held classification at the current rate of pay for that classification. Any newly promoted employee within the bargaining unit may voluntarily elect to return to his/her previously held classification at the current rate of pay for that classification during his/her promotional probationary period.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1. When the Employer determines that a layoff is necessary due to lack of work, lack of funds or job abolishment, the Employer shall notify affected employees fifteen (15) calendar days in advance of the effective date of layoff. The Employer, upon request of the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with rank seniority, and bumping rights shall be instituted in accordance by "rank" seniority, as defined in Article 11 of this Agreement.

Section 13.2. In the event an employee is notified of a layoff, and there is a less senior employee in a lower classification, the laid off employee may displace the less senior employee in the lower classification. Any employee who displaces pursuant to this Section shall be paid at the rate assigned to the classification he displaces into.

Section 13.3. Employees who are laid off shall be placed on a recall list for a period of three (3) years. Any employee who continues full-time service with the Employer as a Corrections Officer, Corrections Sergeant, or Corrections Lieutenant throughout the period of layoff shall be maintained on the recall list for up to six (6) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee

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requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the Employer's expense.

Section 13.4. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee.

ARTICLE 14
BULLETIN BOARDS

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

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

A. Personal attacks on any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials;

C. Attacks on and/or favorable comments regarding a candidate for public office.

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

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

ARTICLE 15
WORK RULES AND GENERAL ORDERS

Section 15.1. Every bargaining unit employee shall be issued a copy of the following:

1. Hamilton County Sheriff's Office "Rules, Regulations and Disciplinary Process."

2. All changes to the Hamilton County Sheriff's Office "Rules, Regulations and Disciplinary Process."

3. All new General Orders: Administrative and Operational.

4. All changes to General Orders: Administrative and Operational.

Section 15.2. Every bargaining unit employee shall have access twenty-four (24) hours per day, at each facility, to the following:

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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."

Section 15.3. All changes to the items listed in Section 15.1 and 15.2 that affect the bargaining unit employees shall be posted on the bulletin boards on the day they become effective or prior to their effective date.

Section 15.4. Either party may request that all changes in work rules, regulations, standard operating procedures, and/or general orders or other written directives of these types be placed on the agenda of any Labor/Management meeting. Such discussion at the Labor Management meeting shall be only for the purpose of providing an explanation of such change, and to answer any questions concerning such change.

Section 15.5. The Employer agrees that all work rules, regulations, standard operating procedures, and/or general orders or other written directives of these types shall be applied uniformly within the group or groups of employees to whom they are applicable.

ARTICLE 16
HEALTH AND SAFETY

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

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

Section 16.3. All alleged unsafe working conditions and health hazards must be reported in writing directly to the Director of Safety with a copy through the chain of command 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/her investigation, the Director of Safety shall provide a written determination of his/her findings to the employee who requested the investigation, the Labor/Management Committee, and to the Director of Corrections or designee.

Section 16.4. Upon receipt of the Director of Safety's response as provided for in Section 16.3 above, if an employee feels that any alleged unsafe working condition or health hazard has not been satisfactorily addressed, he/she may submit a written notice of his/her concerns to the Labor/Management Committee. The Labor/Management Committee as provided for in Article 5 of this Agreement shall schedule a special meeting. Such special Labor/Management meeting shall be convened as soon as practical following the receipt of such written notice. No other

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subject may be discussed at such special Labor/Management meeting without mutual consent of the parties.

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

ARTICLE 17
DRUG AND ALCOHOL TESTING

Section 17.1. In cases where an employee is acting in an abnormal manner, or a supervisor has reasonable suspicion to believe the employee is under the influence of a controlled substance, drug and/or alcohol testing may be conducted on the bargaining unit employee. Reasonable suspicion that an employee is under the influence of a controlled substance means suspicion based upon specific personal observations that the bargaining unit employee's supervisor can describe concerning the appearance, behavior, speech, or breath odor of the employee, or suspicion based upon a pattern of abnormal conduct or erratic behavior including abnormal leave patterns in conjunction with other reasonable suspicion. Suspicion may be reasonable and a basis for testing if it is based upon information provided either by reliable and credible sources or independently corroborated. The supervisor must make a written statement of these observations. A copy must be provided to the appropriate Association steward or other non-employee Association representative if the employee is to be disciplined. Drug testing may also be conducted on employees while on duty by random 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 assignment for the purpose of this Article shall include internal affairs, organized crime, violent crimes task force, property unit, SRT, Dive Team, and CERT. Alcohol testing will be conducted while on duty only upon reasonable suspicion.

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

Section 17.3. All drug screening tests shall be conducted by laboratories meeting the standards of the Substance Abuse and Mental Health Services Administration. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS). The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control and split sample testing. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 17.4. Alcohol 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

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Employer to proceed with sanctions as set forth in this Article. A positive result for purposes of this article, shall be defined as ".04 or above." However, any detectable level of alcohol may subject the employee to disciplinary action.

Section 17.5. The results of any testing shall be delivered to a specified employee of the Employer with command responsibility and the employee tested. Prior to reporting a positive result on a confirmatory drug test to the Employer, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer with the written consent of the employee. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 17.6.

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

B. If a drug screening confirmation test is positive, the employee may, and at the employee's expense, have the split sample tested by a SAMSHA certified laboratory in the manner prescribed above. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.

C. The results of this confirmatory test, whether positive or negative, shall be determinative.

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

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

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

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necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) calendar days.

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

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

Section 17.11. The Employer may conduct up to four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above. The Employer may conduct more follow up tests of an employee during this period upon the recommendation of the substance abuse professional. Tests conducted under this Section shall be at the Employer's expense.

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

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1. The work schedule of each bargaining unit employee shall be determined by the Employer. Bargaining unit employees shall be given one hundred and sixty eight (168) hours notice of any non-emergency work schedule changes unless such advance notice is impractical.

Corrections Sergeants and Lieutenants will be assigned to a 4-2 schedule for the term of this Agreement. Corrections Captains will be assigned to a 5-2 schedule with Saturday and Sunday off for the term of this Agreement.

The regular workweek of the supervisors assigned to the 4-2 schedule shall consist of four (4) consecutive workdays of eight (8) hours and thirty (30) minutes duration, followed by two (2) consecutive days off, and any paid leave will be charged in half-hour increments. Therefore, the regular schedule for a two week pay period would consist of 68 to 85 hours of work. For each supervisor under this schedule, all hours worked in excess of eight (8) hours and thirty (30) minutes in a workday or in excess of his regularly scheduled number of hours in a twenty-eight (28) day work period shall be considered overtime and shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. The employee's normal base bi-weekly pay shall be calculated by dividing his annual base pay in effect at the time by twenty six, and the employee's regular base hourly rate shall be calculated by dividing that number by eighty (80). There shall be no pyramiding of overtime for the same hours worked or for premium 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 or except to meet the specific needs of the facility, such as training, a change in the operational schedule of the jail, etc. The purpose of this section is to clarify the overtime provisions of this Agreement and not to create additional overtime payments.

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Section 18.2. All hours worked in excess of an employee's scheduled work day, or in excess of one hundred sixty (160) hours in a twenty-eight (28) day activity period 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. The straight time hourly rate of pay for computation of overtime is determined by dividing the employee's biweekly salary by eighty (80). There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out time, etc.). The employee's work schedule shall not be changed to avoid the payment of overtime, unless mutually agreed to. Pay for overtime shall be paid no later than the pay period following the pay period during which the overtime occurred.

Section 18.3. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1 ½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum calendar year balance of one hundred and twenty (120) hours, then any future overtime hours shall be compensated with overtime pay. Further, an employee may only earn up to one hundred and twenty (120) hours of compensatory time per calendar year. The following rights and conditions shall exist as they pertain to compensatory time:

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

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

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

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

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

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

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

H. Any employee may elect to convert all or part of his/her accrued compensatory time balance existing as of August 31 of each year to cash, payable by separate check no later than September 30 of each year. Payment shall be made at the rate of pay existing at the time of cash-in. An employee may carry over no more than one hundred and twenty (120) hours of compensatory time to the next calendar year.

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

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

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

ARTICLE 19
WAGES

Section 19.1. Effective December 19, 2014, the annualized pay levels for all bargaining unit employees shall be as follows:

Corrections Sergeant	$58,531.66
Corrections Lieutenant	$67,819.95
Corrections Captain	$78,628.07

Effective December 17, 2015, the annualized pay levels for all bargaining unit employees shall be as follows:

Corrections Sergeant	$60,287.61
Corrections Lieutenant	$69,854.55
Corrections Captain	$80,986.91

Section 19.2. The listing of annual salaries is not a guarantee of annual earnings, but is shown only as the basis for calculating bi-weekly, hourly, and overtime rates of pay. The bi-weekly 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 (80).

Section 19.3. Wages for December 15, 2016 through December 13, 2017 shall be determined as follows:

The Union shall have the option to reopen wages for December 15, 2016 through December 13, 2017. The Union shall be required to notify the Employer in writing of its decision to reopen no later than thirty (30) days after the Hamilton County Board of Commissioners votes on the final budget for budget year 2017.

Section 19.4. Beginning on the first day of the pay period within which an employee completes the required number of years as provided in Section 11.2 of this Agreement, 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%)

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Twenty (20) years of service.....Two percent (2%)

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

Section 19.5. Effective January 1, 2015, every OPOTA certified employee who provides proper documentation/certification for each of their respective handgun(s) shall be provided with a $500.00 bonus annually to be paid in two equal payments of $250.00; one payment on January 1 of each calendar year and one payment on June 1 of each calendar year.

ARTICLE 20
COURT TIME/CALL-IN TIME

Section 20.1. Whenever an employee is required to appear on off duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours pay at the overtime rate for such appearances. If an employee appears before a court or at pretrial conference for more than three (3) hours, or is required to make more than one (1) appearance during any given off-duty day, such excess time or additional appearances shall be compensated at one and one-half (1½) times the employee's normal hourly rate of pay for all time spent in such appearances.

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

ARTICLE 21
INSURANCE

Section 21.1. The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit Hamilton County employees. If such non-bargaining unit Hamilton County employees are required to pay a portion of insurance premiums, the same premium contribution shall also apply to bargaining unit employees. All insurance requirements, specified for non-bargaining unit Hamilton County employees shall also be applicable to bargaining unit employees.

Section 21.2. 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 21.3. All insurance premium contributions provided for in this Article shall be through payroll deductions.

Section 21.4. If the Hamilton County Personnel Department determines that it is desirable to establish any committee or procedure for the purpose 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 Association. 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.

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Section 21.5. The life insurance policy currently in effect shall continue throughout the term of this agreement.

ARTICLE 22
HOLIDAYS

Section 22.1. Effective December 13, 2014 through November 31, 2015, the following shall apply:

A. Scheduled paid holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Friday Following Thanksgiving
Christmas	December 25th *
	** included in the holiday compensatory Time bank for 2016*

B. 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 22.1 (A) when no work is performed on such holiday.

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

D. Any employee scheduled to work on a holiday listed in Section 22.1 (A) above who, by mutual agreement with the Employer, does not work on a holiday, shall not be entitled to any additional pay as provided for in Section 22.1 (C) above.

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

Section 22.2. Effective December 1, 2015, the following shall apply:

A. Designated holidays shall be as follows:

New Year's Day	January 1st

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

B. On December 1, 2015, and each December 1 thereafter, each employee shall be credited with one hundred twenty (120) hours of holiday compensatory time to be used from December 1st of the applicable contract year until November 30th of the following year. Holiday compensatory time shall be considered separately from overtime compensatory time. Requests for holiday compensatory time off must be submitted in advance of the time requested, and shall be honored subject to the operational needs of the Department. Employees who are not scheduled to work on a holiday per their regular schedule shall have no holiday compensatory time deducted. Employees who elect to take a holiday off shall have deducted from their holiday compensatory time balance the number of hours in their regular work day.

C. On the first regularly scheduled pay day in December of each Agreement year, employees shall be paid, by separate check, for the balance of holiday compensatory time to their credit. Holiday compensatory time credit and cash conversion shall be pro-rated for those employees employed for less than the full December to December period, based upon the holidays which occur or occurred during their period of employment. An employee who separates prior to any December 1 and who has taken holiday compensatory time in excess of his/her pro-rata entitlement, shall have the excess time deducted from any final compensation due.

ARTICLE 23
VACATION

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

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

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

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

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

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

Section 23.2. Vacation credit accrues while in any Employer-paid leave status (including vacation, military leave, and sick leave). No vacation credit is earned while an employee is in no pay status, including layoff, unpaid leave of absence, and disciplinary suspension or while the employee is in overtime status. Pro-rated vacation credit is given for any part of a pay period. Eighty (80) hours vacation credit is added at the completion of one (1) years of service. Through December 21, 2011, 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. Beginning December 22, 2011, through December 21, 2012, employees who could have received an additional forty (40) hours of vacation for reaching eight (8), fifteen (15), twenty (20) or twenty-five (25) years of employment as defined in the vacation schedule in the prior agreement will receive such credit at the time they achieve those years of employment. Thereafter, no additional vacation credit shall be given beyond the normal rate of accrual, or as allowed upon the completion of the first year of service.

Section 23.3. Vacation leave may be taken in thirty (30) minute increments subject to the provisions of this section. Requests for vacation leave shall be made in writing by the employee to the employee's supervisor prior to any use of vacation leave.

Section 23.4. The Employer shall have the right to cancel and re-schedule the vacation of any employee during any emergency condition or situation that would require the employee's attendance for emergency work assignment.

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

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

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

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

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ARTICLE 24
SICK LEAVE

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

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

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

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

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

C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours. Time allotted for examinations shall be limited to the time reasonably necessary to attend such appointment.

D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed three (3) days. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family.

E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

F. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

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

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

Section 24.4. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave

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for medical appointments, or where an absence is for four (4) consecutive days or more, or for any sick leave usage that exceeds forty-three (43) hours within a calendar year, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

Section 24.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or practitioner's statement shall be grounds for disciplinary action. Excessive and/or abusive use of sick leave benefits may result in the denial of sick leave benefits and/or disciplinary action.

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

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

Section 24.8. An employee who does not use any of his/her sick leave in any period consisting of four (4) consecutive months shall be granted one (1) day (personal day) of extra time off for each four (4) month period. Each four (4) month period begins with the first day following the last incident of sick leave usage and ends one hundred twenty-two (122) consecutive calendar days later. Personal days must be used within one (1) year of the date of earning, otherwise they shall be paid. Employees must be in pay status to receive credit toward earning of personal days. Periods of injury leave, leaves of absence, layoff, disciplinary suspension, etc. shall not be counted.

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

Section 24.10. Upon the death of an employee's spouse, child, step-child living with the employee, mother, father, mother-in-law, father-in-law, sister, brother or grandparent, the Employer shall grant bereavement leave in lieu of the use of sick leave as provided for in Section 24.2(D). Bereavement leave shall be limited to a reasonably necessary time not to exceed five (5) calendar days. One of the days must 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.

Section 24.11. 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.

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ARTICLE 25
OCCUPATIONAL INJURY LEAVE

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

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

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

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

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

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

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ARTICLE 26
DONATED TIME

Section 26.1. All bargaining unit employees shall be eligible for donated vacation, personal leave and compensatory time benefits, upon written request, to relieve hardship resulting from extended illness.

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

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

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

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

ARTICLE 27
UNIFORMS AND EQUIPMENT

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

Section 27.2. All bargaining unit employees shall be provided with shoes in a style as required by the Employer. The Employer shall provide replacement footwear as needed no more frequently than once each eighteen (18) months.

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

Section 27.4. 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 27.5. Where an employee supplies evidence that he/she has sustained damage to personal property while performing the duties of his/her assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of two hundred dollars ($200.00) per year, but no more than fifty dollars ($50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall

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be at the Employer's option. Any court ordered restitution received by an employee as compensation for damage to his/her personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder.

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

Section 27.7. An employee who retires from active service with the Employer shall be presented a 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. In order to qualify for the provisions of this Section, such retiring employee must have completed ten years of service with the Employer, and must apply for and be granted full retirement (age and service) benefits by the Public Employees Retirement System (PERS) and/or the City of Cincinnati Retirement System.

Section 27.8. On the first regularly scheduled pay day following May 1 of each calendar year, all bargaining unit employees shall receive a uniform allowance of one thousand dollars ($1,000). The payment of a non-accountable uniform allowance may be 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 eighty-four dollars ($84.00) per full calendar month of service from date of entry into the unit prior to May 1. An eligible employee who separates from service prior to May 1 of any year shall be entitled upon separation to a pro-rated share of the allowance based upon the number of months of service completed since the previous May 1.

Section 27.9. Bargaining unit employees who are OPOTA certified, who initially purchased their own leather equipment, shall have such leather equipment replaced by the Employer per the Employer's replacement schedule.

ARTICLE 28
EXPENSES

Section 28.1. When an employee's duty requires him/her to travel outside of Hamilton County, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his/her duty, including, but not limited to, expenses incurred for meals, lodging and parking, subject to established limits and rates, upon presentation to the Employer of receipts showing the employee's payment for same.

Section 28.2. When an employee is authorized by the Employer to travel outside of Hamilton County on official business and to drive his/her own automobile, the Employer shall reimburse the employee for all miles actually driven for official business by the employee in his/her automobile at the rate per mile that is in effect for all non-bargaining unit County employees.

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

ARTICLE 29
TRAINING

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

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

Section 29.3. When an employee requests to attend training, on the employee's own time and expense, such request shall not be unreasonably denied.

Section 29.4. 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 30
LEAVE OF ABSENCE

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

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

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

C. Upon completion of a leave of absence, the employee is to be returned to his same classification in an available assignment. Employees on an unpaid leave of absence are subject to all layoff and recall provisions of Article 13 of this Agreement.

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D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.

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

F. An employee who has been granted an unpaid leave of absence for personal reasons shall not accrue vacation leave, personal leave, holidays, or sick leave during such unpaid leave of absence.

G. An unpaid leave of absence for personal reasons is unavailable as long as the individual has any qualifying paid leave or FMLA leave available. Further, such unpaid leave of absence for personal reasons, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993, if applicable.

Section 30.2. Childbirth/Adoption Leave

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

Family and Medical Leave:

An employee who meets the eligibility requirements for Family and Medical Leave may apply for such leave. The Employer will approve leave requests as required by the Act, provided that except as prohibited by the Act, the Employer may do the following: deny requests that the Act does not require be approved; require medical certifications; request medical examinations (which may include psychological examinations) in addition to any information of 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 administrating 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 30.3. All employees who are members of the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States including the Ohio National

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Guard are entitled to leave of absence with pay from their respective duties, at their regular rate of pay, 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. The leave will cover the official period of the emergency and the time necessary to return to work.

Section 30.4. Medical Examination:

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

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

Disability Leave, Disability Separation, and PERS Disability:

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

A. Hospitalized or institutionalized;

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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 at the employee is unable to perform the essential functions of his or her position with or without a reasonable accommodation.

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

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

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

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

PERS Disability:

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

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

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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.

Section 30.6. If a bargaining unit member is on an approved leave at the time the changes to this Article take effect (in 1999), such changes in this Article are not intended to be applied so as to disadvantage that employee by cutting short that leave prior to the date already approved, or by requiring the employee to submit to any additional examination that would not normally be required for the already approved duration of that leave. However, the Employer may, for example, exercise discretion whether to grant additional leave to an employee, require an employee who is on approved leave but does something inconsistent with such leave to undergo examination or otherwise be held accountable, determine the status of an employee whose leave status is not yet fully determined, or establish an ending date for a leave whose end date has not yet been established.

ARTICLE 31
NO STRIKE PROVISION

Section 31.1. The Association agrees not to call, conduct, ratify or approve a strike or other work stoppage of Association members in the bargaining unit covered by this Agreement during the term hereof.

Section 31.2. In the event of a strike or work stoppage by any employee within the bargaining unit, the Association agrees that it will immediately (after notification by the Employer by certified mail or personal messenger that a strike is in progress, which notice for the purpose herein may be served upon an Association officer or the Association's legal counsel) publicly disavow responsibility for the strike and order the striking employees to return to work and otherwise cooperate with the Employer in terminating promptly such strike or work stoppage.

Section 31.3. Any employee engaging in an unauthorized strike or other form of work stoppage shall lose all employment and grievance procedure rights under this Agreement and the Association agrees in no way to question the right of the Employer to discipline or discharge any employee engaging in such activity during the life of this Agreement.

Section 31.4. If the Association immediately takes action as provided above, the Employer agrees that it will not bring action against the Association to establish responsibility for such unauthorized strike or work stoppage and the Association shall be relieved of all responsibility therefore.

Section 31.5. It is understood and agreed that an employee's membership in the Association in and of itself shall not make such employee an agent of the Association.

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ARTICLE 32
SEVERABILITY

Section 32.1. This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any 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 32.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

Section 33.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer or designee;

A. Time limits for the processing of grievances; and

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

Section 33.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance has properly progressed, prior to the emergency.

ARTICLE 34
RESIDENCY

Section 34.1. If during the term of this agreement any other bargaining unit in the Sheriff's Office is granted a less restrictive residency requirement, the same requirement shall be extended to this unit.

Section 34.2. Bargaining unit members shall reside within the boundaries identified by an arching radius from the Justice Center to the furthest most point in Hamilton County bounded by the State of Indiana on the west and the State of Kentucky on the south (see attached map). If the Ohio Legislature provides for State residency for public employees, then this provision will immediately be amended to provide for state residency for all members of the bargaining unit.

ARTICLE 35
PHYSICAL FITNESS

Section 35.1. 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

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Employer, to the extent such accommodation is possible within the Department. Reasonable accommodation shall include, but shall not necessarily be limited to, 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 35.2. 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 35.3. 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 35.4. The accommodation and waivers under Sections 35.1 and 35.2 are automatically granted for a period of sixty (60) calendar days upon initial request and may be extended in sixty (60) calendar day increments at the discretion of the Employer, but the total time of such accommodation and waivers will not exceed one year in the aggregate.

ARTICLE 36
PERFORMANCE EVALUATIONS

Section 36.1. All performance evaluation policies and procedures as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner.

Section 36.2. 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 preparation of the performance evaluation. An evaluation shall not be altered after the employee has initially received his/her evaluation, unless the employee is offered a detailed explanation for the alteration.

Section 36.3. The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement.

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ARTICLE 37
DURATION

Section 37.1. The provisions of this Agreement shall be effective December 19, 2014, and shall remain in full force and effect through December 13, 2017.

Section 37.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent to the other party no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than sixty (60) calendar days prior to the expiration date of this Agreement as provided for in Section 37.1 of this Article. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within thirty (30) calendar days upon receiving notification of intent as provided for in this Section.

Section 37.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Association.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of this 30th day of September, 2015.

FOR HAMILTON COUNTY SHERIFF

Jim Neil
Hamilton County Sheriff

Keith L. Clepper
Labor Relations Administrative Assistant

David E. Helm
Assistant Human Resources Director

Brett A. Geary
Labor Relations Consultant

FOR THE HAMILTON COUNTY DEPUTY SHERIFF'S SUPERVISORS ASSOCIATION

John Magee
Bargaining Team Member

Kyran Weithofer
Bargaining Team Member

Brian Hensley
Bargaining Team Member

Michelle Moore
Bargaining Team Member

FOR THE HAMILTON COUNTY BOARD OF COMMISSIONERS

Christian Sigman
County Administrator

APPROVED AS TO FORM:

Assistant Prosecuting Attorney

APPROVED AS TO CONTENT:

Stephen S. Lazarus
Hardin, Lazarus & Lewis, LLC

{8/27/2015 AGHAMSF 00157886.DOCX }