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A G R E E M E N T

Between

BUTLER COUNTY SHERIFF'S OFFICE
RICHARD K. JONES, SHERIFF

and

BUTLER COUNTY SHERIFF'S
WAGE AND BENEFIT COMMITTEE

(May 8, 2010 to May 3, 2013)

(CORRECTIONS SUPERVISORS)

****

Approved by the Butler County Board of Commissioners

Charles R. Furmon
Gregory V. Jolivette
Donald L. Dixon

TABLE OF CONTENTS

			PAGE
Article	I	- Recognition - The Collective Bargaining Unit	1-2
Article	II	- Dues Deduction	2-3
Article	III	- No Discrimination	3-4
Article	IV	- Union Activity, Visitation and Bulletin Boards	4-6
Article	V	- Probationary Employees	6-7
Article	VI	- Management Rights	7-8
Article	VII	- Seniority	9-10
Article	VIII	- No Strike or Lockout	10-11
Article	IX	- Discharge and Discipline	11-15
Article	X	- Grievance Procedure	15-18
Article	XI	- Arbitration	18-19
Article	XII	- Hours of Work and Overtime	19-25
Article	XIII	- Layoff and Recall	25-28
Article	XIV	- Unpaid Leave	28-32
Article	XV	- Paid Leave	32-34
Article	XVI	- Sick Leave	34-40
Article	XVII	- Holidays	40-43
Article	XVIII	- Vacations	43-45
Article	XIX	- Wages	45-46
Article	XX	- Life and Health Insurance	46-47

TABLE OF CONTENTS

Article XXI - Uniforms 48-50

Article XXII - Modification and Separability 50-51

Article XXIII - Labor-Management Committee 51

Article XXIV - Transfers 51-52

Article XXV - Step Increases 53-54

Article XXVI - Employee Alcohol and Drug Testing Program 54-60

Article XXVII - Employee Assistance Program 60

Article XXVIII - Tuition Reimbursement 60-64

Article XXIX - Promotions 64-65

Article XXX - Residency Requirement 65-66

Article XXXI - Health and Safety 67

Article XXXII - Personnel Files 67-69

Article XXXIII - Waiver in Case of Emergency 69

Article XXXIV - Physical Fitness Standards 70-72

Article XXXV - Duration 72-73

Appendix A (Family and Medical Leave Act Policy) 74-84

Letter Agreement (Implementation of New Vacation Schedules) 85-86

Schedule 1 (2010 Wage Rates) 87

Schedule 2 (2011 Wage Rates) 88

Schedule 3 (2012 Wage Rates) 89

Resolution of Board of County Commissioners Ratifying Agreement 90

AGREEMENT made and entered into this 8th day of May, 2010, by and between the **BUTLER COUNTY SHERIFF** (hereinafter called the "Sheriff" or "Employer" or "Management") and **THE BUTLER COUNTY SHERIFF'S WAGE AND BENEFIT COMMITTEE.**, (hereinafter referred to as "Union" or "BCSWBC") acting herein on behalf of the Employees of the Sheriff, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

W I T N E S S E T H

WHEREAS, the Sheriff recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Butler County and surrounding communities, to comply fully with the provisions of Chapter 4117 of the Ohio Revised Code, and to set forth herein their agreement covering wages, hours, and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Recognition - The Collective Bargaining Unit

1. The Sheriff recognizes the Union as the sole and exclusive collective bargaining representative of a bargaining unit consisting of the following employees, as certified by the State Employment Relations Board on April 26, 2007, in Case No. 06-REP-11-0153, and as amended on August 23, 2007, in Case No. 07-REP-07-0094 :

Included: All full-time Corrections Sergeants, full-time Corrections Lieutenants, and

full-time Paramedic Supervisors.

Excluded: All other employees of the Butler County Sheriff's Office.

2. Whenever the word a "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

3. Pursuant to the agreement of the parties, the title "Corrections Officers" shall be changed to "Deputy Sheriff/Corrections," and the title of "Corrections Sergeants" shall be changed to "Deputy Sheriff/Corrections Sergeant," effective upon the parties' ratification of this Agreement.

ARTICLE II

Dues Deduction

1. Upon presentation of a written deduction authorization by the Employee, the Employer will cause the deduction of the periodic dues, initiation fees, and assessments owed by the Employee to the Union and forward the same to the Union. The Treasurer of the Union will promptly issue a receipt to the Employer for all dues, initiation fees, and assessments within ten (10) days of the receipt of said funds.

2. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article. Further, the Union agrees to defend, indemnify, and hold harmless the Employer and its officials, employees, and agents from any and all claims, demands, suits, charges, or other forms of liability, monetary and otherwise, and for all legal costs, resulting from any claim of a failure of the Union to fulfill its duty fairly to represent all members of the bargaining unit pursuant to

Section 4117.11(B)(6) of the Revised Code.

3. The Employer shall be relieved from making such "check off" deductions upon:

(a) termination of employment, or

(b) transfer to a job other than one covered by the bargaining unit, or

(c) lay off from work, or

(d) an agreed leave of absence or

(e) written revocation of the check off authorization by the Employee.

4. The Employer shall not be obliged to make dues deductions of any kind from the wages of any Employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees, or assessment deductions.

ARTICLE III

No Discrimination

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee in a manner that would violate applicable law on account of race, color, religion, national origin, sex, age, or disability (including handicap as defined under Ohio law). Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

2. The Americans with Disabilities Act of 1990 (the "ADA") requires the Employer and the Union to remove all barriers to the employment of qualified individuals with disabilities and to reasonably accommodate disabilities unless such accommodation would result in an undue hardship. Accordingly, notwithstanding the other provisions of this Agreement, the Employer may undertake any action required in order to secure compliance with the ADA or to

reasonably accommodate a person with a disability, including but not limited to the restructuring of positions, modification of hours or location of work, reassignment or transfer of an Employee, reallocation of duties, modification of leave policies, or any other form of reasonable accommodation.

3. Neither the Union nor the Employer shall discriminate against or in favor of any Employee because of his or her membership or non-membership in the Union. Further, the Employer agrees not to discriminate against any Employee because of that Employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

ARTICLE IV

Union Activity, Visitation and Bulletin Boards

1. Upon reasonable notification to a management representative on the premises, a non-employee representative of the Union may have access to the Employer's premises for the purposes of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement and provided that the Employer's operation shall not be impaired.

2. The Union shall be permitted to use the existing bulletin boards in the mail room, dispatch center, and the Corrections Officers' briefing room at the Main Jail, and at Resolutions; and a new bulletin board at the Court Street Jail, for the purpose of posting proper Union notices. The Employer may remove any notice which attacks another Employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office. The Employer shall permit the Union to place a file cabinet in a supervisory office in each correctional facility in order to store materials used by Union

representatives, and authorized Employees and Union representatives will be given reasonable access to the cabinet as needed. If the Employer has unused file cabinets available for such purpose, the Employer shall lend the cabinets to the Union, but if such cabinets are not available, the Union will be required to provide the file cabinets at its own expense.

3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms.

4. No Union business may be conducted during work time without the prior approval of a management representative in the rank of Captain or above; provided, however, that in the event no such management representative is present on the Employer's premises, the Employee or Union representative is permitted to contact the appropriate Division Captain, or the Chief Deputy or Major at his or her home residence or by pager to request such approval. Nothing in this Section requires the Employer to approve the conduct of Union business on work time.

5. The Union shall provide to management a list of the names of Employees who will serve as stewards or designated representatives of the Union in each of the bargaining units. The Employer shall have no obligation to deal with any Union representative not so designated.

6. The Union may request the use of County facilities for meetings of the Union membership or other proper Union purposes, provided the meeting room is available for scheduling. Nothing in this Section, however, obligates the Employer to agree to any particular request for use of meeting space.

7. An Employee may request vacation leave, compensatory time off, leave without pay, or restructuring of the work schedule or days off in order to participate in Union meetings or functions, and such a request will not be unreasonably denied, provided that (a) the Employee

has requested such time at least fourteen (14) days in advance, and (b) the Employer may accommodate the request without adverse impact on the Employer's operations and rights and schedules of other Employees. It is the responsibility of an Employee requesting a shift or schedule change under this Section to arrange for co-workers who will volunteer to change schedules or shifts in order to accommodate the request.

8. Whenever an Employee is entitled to representation under Ohio law in any meeting or proceeding under this Agreement, including but not limited to disciplinary investigations or proceedings or grievance and arbitration hearings, then the Employee may be represented by the Union but is entitled to no other representation not authorized by the Union, notwithstanding the provisions of Section 9.84 of the Revised Code or any other provision of Ohio law. This Section does not apply to legal proceedings outside of the scope of this Agreement or the collective bargaining relationship.

ARTICLE V

Probationary Employees

1. Newly hired employees shall be considered probationary for a period not to exceed one (1) year. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of reporting for work.

2. During the probationary period, the Employer may discharge any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of the Agreement.

3. All promotions within the unit described in this Agreement shall be probationary for a period of one (1) year; provided that an Employee promoted to a classification while

serving an acting appointment in that same classification, with no break in service, shall be eligible to count the continuous period of the acting appointment toward the probationary period, to a maximum of six (6) months. Prior to the expiration of the promotional probationary period, the Employer may demote the probationer to the position from which the probationer was promoted and such demotion shall not be subject to the grievance and arbitration procedure of this Agreement. An Employee who has failed a promotional probationary period may, upon request, meet with the Captain or Major in charge of the Employee's Division to discuss the reasons for the probationary demotion, and may be accompanied by a Union representative at this meeting.

4. The period of any probationary period under Sections 1 and 3 may be extended, in the discretion of the Employer, for a period not to exceed an additional ninety (90) days to allow a further opportunity for a newly hired or promoted Employee to establish his or her ability to perform successfully in the new position. Further, the probationary period shall be extended by a time equivalent to any leave of absence that exceeds fifteen (15) work days, with the exception of military leave, as provided under federal law.

ARTICLE VI

Management Rights

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's right and responsibility to:

(a) 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 Employer, standards of services, its overall budget, including wages, utilization of

technology, subcontracting or outsourcing, and organizational structure;

(b) direct, supervise, assign, reassign, schedule, evaluate, hire, suspend, discipline, demote, discharge for just cause, or lay off, transfer, promote, or retain employees;

(c) maintain and improve the efficiency and effectiveness of the Employer's operations;

(d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;

(e) determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operation procedures, and general and special orders;

(f) determine the overall mission of the Employer as a unit of government;

(g) effectively manage the work force;

(h) take actions to carry out the mission of the Employer as a governmental unit.

2. It is agreed that the above listings of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer, nor shall this Article be deemed to permit either party to amend or vary the terms of this Agreement during its term except through written agreement of the parties.

3. Notwithstanding Section 4117.08 of the Ohio Revised Code, during the term of this Agreement the Employer is not required to bargain on any subjects, including but not limited to those enumerated above, reserved to and retained by the Employer under this Article or otherwise in this Agreement.

ARTICLE VII

Seniority

1. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated as a permanent full-time Employee in the service of the Butler County Sheriff, subject to the provisions of Sections 2 and 3 of this Article. Furthermore, Employees who became employees of the Butler County Sheriff's Office at the time that the Sheriff assumed responsibility for all security, and who were employed as Corrections Officers for Resolutions at that time, shall have the date of March 1, 1997, fixed as their date of seniority with the Butler County Sheriff's Office.

2. Accrual.

(a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reports for work.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to twelve (12) months provided that the Employee returns to work immediately following the expiration of such leave of absence. Seniority shall accrue during a military leave to the extent provided under federal and state law.

3. Loss of Seniority.

Except as otherwise provided an Employee's seniority shall be lost when he or she:

(a) terminates voluntarily unless the Employee returns to the Department within twelve (12) months;

(b) is discharged for cause;

(c) exceeds an official leave of absence;

(d) is laid off for a period of more than one (1) year if the Employee has less than five (5) calendar years' seniority, or is laid off for a period of more than two (2) years if the Employee has more than five (5) calendar years' seniority;

(e) fails to return to work on a recall from layoff, within ten (10) days after the Employer has sent notice to him or her to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his or her current address.

ARTICLE VIII

No Strike or Lockout

1. No Employee shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work.

2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work.

3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) publicly disavow such action by the Employees;

(b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;

(c) notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;

(d) post notices at the Union Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

4. The Employer agrees that it will not lockout Employees during the term of this Agreement and the Union and Employees agree that no picketing or hand-billing against the Employer will occur during the term of this Agreement.

ARTICLE IX

Discharge and Discipline

1. The Employer shall have the right to discharge, reduce, suspend, or discipline any Employee for just cause.

2. In the event of a suspension, reduction, or discharge for disciplinary reasons, the grievance and arbitration procedure of this Agreement shall be applicable.

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

4. Any time the Employer or other management representatives have reason to investigate or discipline an Employee, it shall be done in a proper, professional and business-like manner that, to the extent reasonable and practical, will not embarrass the Employee before other employees or the public.

5. With respect to all written disciplinary matters, the Employer will notify the Employee, in writing, of the discharge, reduction, suspension, or written reprimand within forty-five (45) calendar days of the completion of the investigation of the infraction that gave rise to the discipline. This period of time may be extended by the Employer upon notice to the Employee and the Union, with an explanation of the reasons for the extension. The Employer

shall not unreasonably delay, prolong, impede an investigation for the purpose of evading the requirements of this section. Any such discipline imposed shall be imposed within a reasonable time of the infraction that gave rise to it. If the Union desires to contest a suspension, reduction, or discharge, it shall file a grievance with the Employer within a period not to exceed ten (10) calendar days from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 3 of the grievance procedure. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand. In addition, an Employee may request a meeting with his or her Division Commander to review and contest any written reprimand or corrective interview which the Employee disputes, and the Employee may be accompanied by a Union representative at such meeting, but such disciplinary actions are not otherwise subject to the grievance and arbitration procedure.

6. When the Employer determines that a disciplinary investigation is warranted, an Employee who is the target of potential disciplinary action under this investigation shall be given written notice to this effect prior to any investigatory interview of that Employee, and the Employee shall have the right to BCSBWC representation during any subsequent interview concerning such investigation. This procedure is not applicable to criminal investigations, where the constitutionally and legally required protections, notices, and waivers are applicable.

7. Prior to discharge, reduction, or suspension of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, an explanation of the Employer's evidence, and an opportunity to present a response to the charges. The Sheriff or his designee shall conduct the pre-disciplinary hearing. The hearing shall be held no sooner than seventy-two (72) hours after the notice is

served on the Employee. If, in the Employer's judgment, the presence of the Employee pending the pre-disciplinary hearing or the imposition of discipline might create disturbance or disruption in the work place or place others at risk, the Employer may place the Employee on suspension with or without pay, pending the outcome of the hearing. Any such pre-hearing suspension shall be with pay unless there has been an independent finding of probable cause, such as an arrest followed by a court determination of probable cause or an indictment. If the Employee is placed on suspension without pay pending the pre-disciplinary hearing, and the Employer determines in the investigation or hearing that the charges made were without merit, the Employer shall credit the Employee for the pay lost during the suspension. The Employee may be represented solely by the Union in any pre-disciplinary hearing, any corrective interview, or any investigatory interview in which the Employee is entitled to representation, notwithstanding any other provision of Ohio law. At all times, the decision as to whom the Union authorizes to represent the Employee lies in the Union's sole discretion.

8. Discipline shall be imposed in a progressive manner in accordance with the principles of just cause, and may include:

(a) Oral reprimand;

(b) Corrective interview;

(c) Written reprimand;

(d) At the option of the Employer, with the concurrence of the Employee, loss of vacation leave, compensatory time off, or holiday compensatory time not to exceed twenty-four (24) hours;

(e) Suspension without pay;

(f) Demotion, reduction, or change in classification;

(g) Discharge from employment.

Nothing in this Section shall be construed, however, as creating required steps in disciplinary action or as barring the Employer from imposing discipline in an accelerated manner or more than one type of discipline where otherwise consistent with the principles of just cause.

9. Following the discharge of an Employee, the Employer shall request the Auditor to issue a warrant, in the next subsequent pay period, to the Employee for all wages and other compensation earned and due to the Employee, less any deduction for County property withheld or debts owed pursuant to law or this Agreement.

10. Polygraph examinations of Employees are subject to the following requirements:

(a) Prior to the examination, the Employer must identify the nature of the investigation being conducted; whether the investigation is disciplinary or criminal in nature; and whether the Employee has been determined, at the time of the examination, to be a target of the investigation.

(b) In the event the Employee is the target of a disciplinary investigation, the Employer may not require an Employee who has asserted his or her right under the Fifth Amendment not to answer questions that may tend to incriminate the Employee under criminal laws unless he or she is assured that statements in the examination cannot be used in any subsequent criminal proceedings, as provided in *Garrity v. New Jersey*, and the Employee must be advised that failure to undergo a polygraph examination when ordered may be sufficient cause for discharge of the Employee.

(c) In the event that the Employee is the target of a criminal investigation, the polygraph examinations may not proceed until the Employee is advised of his or her rights under federal constitutional law in connection with the examination, as set forth in

Miranda v. Arizona, including any subsequent modifications of that decision.

(d) The questions to be asked during the polygraph examination shall be narrowly and specifically directed to the investigation, and the Examiner shall verbally review the questions with the Employee prior to the actual examination.

(e) The Employee may submit for inclusion in the investigatory file the results of any polygraph examination conducted by an independent, certified examiner recognized by the American Polygraph Society. Any such examination shall be at the Employee's expense.

(f) The Employee is entitled to representation by the Union at all stages of the polygraph examination except during the actual use of the polygraph instrument. The Union representative may still observe the actual use of the polygraph instrument through a video/audio monitor.

ARTICLE X

Grievance Procedure

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof. Furthermore, this procedure is intended to supersede all provisions in the Revised Code, the rules of the Director of Administrative Services, and the State Personnel Board of Review regarding any and all matters subject to the Grievance and Disciplinary Procedures of this Agreement or otherwise made subject to this Agreement.

2. All grievances must be in writing and must contain the following information to be considered:

(a) The grievant's name and signature (the Union representative may sign if acting for the grievant, but the grievant's name must be included unless the Union is the grievant);

(b) the grievant's classification;

(c) the date the grievance was first discussed at the Informal Step;

(d) the name of the supervisor with whom the grievance was discussed at the Informal Step;

(e) as much information as possible regarding the events that gave rise to the grievance, including the date and time, to the extent possible, that such events occurred;

(f) the specific provisions of the Agreement alleged to have been violated; and

(g) the remedy sought to resolve the grievance.

3. A grievance shall be processed and disposed of in the following manner:

Informal Step: Prior to reducing any grievance to writing pursuant to Step 1, the grievant shall discuss the subject of the grievance with his or her Division Captain or other management representative, as appropriate, and attempt to resolve the matter informally.

Step 1: Within a reasonable time, not to exceed ten (10) calendar days following the date of occurrence, an Employee having a grievance or his or her Union representative shall put the grievance in writing and take it to the Captain of the Corrections Division. The Employer shall give its answer to the grievant (or his or her Union representative) within ten (10) calendar days after the presentation of the grievance in Step 1. Within this twenty (20) calendar day period, the Employee is encouraged to

seek to resolve the grievance on an informal basis.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Chief Deputy or his designee. The Employer shall give its answer to the grievant or the Union representative with seven (7) calendar days after the presentation of the grievance in Step 2.

Step 3: If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the answer in Step 2, be presented in Step 3 in writing to the Sheriff, or his designee. At this time a Local or other representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses or evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer within fourteen (14) calendar days after its presentation.

4. The parties may agree to extend the time limits for grievance or responses at any step at any time. Any disposition of a grievance form which no appeal is taken within the time limits specified herein or any agreed extension thereof shall be deemed resolved based on the Employer's last answer and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. If the Employer's last answer is not received within the time period allotted, the grievance shall automatically proceed to the next step.

5. Any grievance regarding a suspension, reduction (demotion), or discharge of an Employee shall commence at Step 3 of this procedure.

6. A group of Employees may file a grievance on behalf of the entire group, provided that all Employees participating in the grievance are named in the first written step, and

the grievance otherwise complies with the requirements of this Article. The group grievance shall designate a single representative, who shall be the person on whom the Employer's responses will be served, who must meet all deadlines set forth herein, and who has the authority to resolve the grievance on the group's behalf. The resolution of any such grievance shall be binding on each Employee in the group.

7. The Employee may be represented by the Union in any grievance or arbitration proceeding under this Agreement, but is not otherwise entitled to counsel or representation other than as authorized by the Union, notwithstanding any other provision of Ohio law. At all times, the decision as to whom the Union authorizes to represent the Employee lies in the Union's sole discretion.

ARTICLE XI

Arbitration

1. A grievance as defined in Article X which has not been resolved thereunder may, within thirty (30) calendar days after the completion of Step 3 of the Grievance Procedure be referred for arbitration by either party to this Agreement by directing a written demand therefor to the American Arbitration Association (AAA), with a copy of said notice to the other party. The arbitrator shall be selected from a panel of arbitrators furnished by AAA. The arbitration and selection of the arbitrator shall be conducted in conformity with AAA rules.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. The arbitrator shall submit his or her decision in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

4. The award of the arbitrator hereunder shall be final and binding on the Employer, the Union, and the Employees.

5. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in the article addressing Management Rights, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, and procedures provided such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible under this Agreement. This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the County's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever source.

ARTICLE XII

Hours of Work and Overtime

1. Shift Assignments.

Eligible Employees as specified below shall be assigned to fixed shifts in accordance with the procedures and restrictions set forth below.

(a) The shift-bidding procedure provided in this subsection applies to Deputy Sheriffs/Corrections Sergeant, provided that the Employee is within the upper sixty

percent (60%) of overall rank seniority within the classification to which the Employee is assigned. "Rank seniority" shall be defined, for purposes of this Article, as the period of continuous service from the most recent date of hire or promotion to the classification of Deputy Sheriff/Corrections Sergeant. Employees do not accrue rank seniority while on part-time status. If an Employee is promoted to a position in the Butler County Sheriff's Office outside the bargaining units represented by the Union but fails to successfully complete probation, the Employee's prior rank seniority shall be restored upon returning to the prior position held, but he or she will not accrue rank seniority for the period in the promotional position. All other Employees shall have their work hours or shift assignments assigned by the Employer.

(b) Eligible Employees shall bid for shift preferences in April of each year, at a time specified by the Employer, and such assignments shall be awarded on the basis of rank seniority. In the event that two or more Employees have identical rank seniority, the bid order shall be determined by lot or other method agreed to among the affected Employees. These assignments shall continue until April of the following year, on a specific date determined by the Employer, subject to the provisions of subsections (b)(3) and (b)(4) below. In April of each year, eligible Employees shall rebid for preferred shift assignments for the following year, which new assignments shall commence within one (1) month of the selection date, on a date specified by the Employer, for a period of one year.

(c) After the bidding process and the assignment of Employees to fixed shifts pursuant to subsection (b), the Employer may nevertheless reassign an Employee to another shift, with ten (10) days prior, written notice, based on operational needs,

including but not limited to personnel shortages, vacancies, conflicts with supervision or co-workers, performance problems on the requested shift, or change in personal or family circumstances.

(d) Notwithstanding the shift assignment procedure of subsection (b), the Employer may assign a particular Employee to a different shift in order to comply with Ohio Minimum Jail Standards or other specific operational needs.

(e) With the prior approval of the Employer, and in the Employer's discretion, Employees may trade scheduled shifts with other Employees assigned to the same classification and facility, provided that the Employees must each be presently qualified to perform the work and assignments in question. Any such request for a trade of scheduled days off must be made no later than five (5) calendar days in advance, and pursuant to the provisions of the FLSA, such voluntary shift trades shall be ignored for purposes of overtime compensation.

(f) The Sheriff shall have the discretion to assign Deputy Sheriff/Correction Lieutenants and Paramedic Supervisors to shifts as needed. In the event that the Sheriff creates four or more Deputy Sheriff/Corrections Lieutenant positions, the shift assignment procedures of Section 1(a)-(e) shall govern the shift assignments of Deputy Sheriff/Correction Lieutenants.

2. An Employee working in excess of eighty (80) hours in any fourteen (14) day work period, as defined by the Fair Labor Standards Act ("FLSA"), as amended, shall be paid in cash or in compensatory time off, at the Employer's option, at one and one half his or her regular rate of pay. In addition to "hours worked" as defined by the FLSA, vacation leave and holiday leave actually used during the work period shall be counted toward the eighty- (80-) hour

standard. In addition, compensatory time off and personal leave used in any work period in which the Employee was held over for forced overtime at the end of the assigned shift shall also be counted toward "hours worked" for that fourteen-day work period only. "Forced overtime" does not include volunteering to work extra shifts or when an Employee agrees to work an extra shift or part of a shift to cover for a co-worker. Court Time and Call-Out Time shall be compensated as provided in paragraphs 4 and 5 below. Time off to use earned compensatory time will be granted at a mutually agreeable time within forty-five (45) days of the written request made by the Employee or, at the option of the Employer, such time will be paid at the Employee's regular rate of pay. Compensatory time off already approved shall not be canceled or rescinded without the Employee's consent or based upon an urgent operational need as determined by the Captain, Major, Chief Deputy, or Sheriff. No Employee shall be permitted to accrue more than three hundred twenty (320) hours of unused compensatory time, including both regular compensatory time and holiday compensatory time, except with the prior, written approval of the Employer, and any Employee who has accrued unused compensatory time to the three hundred twenty (320) hour limit shall be paid in cash for additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.

3. The Employer shall endeavor to schedule work weeks during the pay period with scheduled officers working five (5) days on and two (2) days off. In the event the Employer undertakes to change a group or classification of Employees in a facility to an alternative work schedule on a permanent basis, the Employer shall provide thirty (30) days' written notice of

such intent to the Union and, upon the Union's request, shall meet and confer with the Union about the schedule change. Scheduled shifts and hours of work performed by Employees covered by this Agreement shall remain flexible depending upon the needs of the Employer and, for reasons of efficiency and economy, the Employer may schedule time off within the work period to minimize its overtime liability. When an Employee has worked overtime in a work period by reason of prisoner transportation or other travel within the FLSA definition of "hours worked," the Employer may minimize its overtime liability by rescheduling the Employee's hours in the remainder of that work period. The Employer shall reasonably attempt to post schedules thirty (30) days in advance and will make every effort to notify individuals of any change in the posted schedule as soon as possible.

4. Court Time. When Employees are required to be present during scheduled time off not contiguous with the beginning or end of a scheduled shift, the Employees shall be paid for the actual hours worked at the appropriate rate under Section 2 (straight time or time-and-one-half if over eighty (80) hours in fourteen (14) days), or the equivalent of four (4) hours of pay at straight time rates, whichever is greater, in either compensatory time or cash, at the option of the Employee, unless the Sheriff has declared a fiscal emergency or has exhausted the funds set aside in the budget for overtime costs.

5. Call-Out Time. Any Employee called into work for a period not contiguous with the beginning or end of his or her scheduled shift, will be paid for the actual hours worked at the appropriate rate under Section 2 (straight time or time-and-one-half if over eighty (80) hours in fourteen (14) days), or the equivalent of four (4) hours of pay at straight time rates, whichever is greater, in either compensatory time or cash, at the option of the Employee, unless the Sheriff has declared a fiscal emergency or has exhausted the funds set aside in the budget for overtime

costs. Further, if a supervisor in the rank of Captain or above calls an Employee at home and places him or her on a stand-by duty status, the Employee will be guaranteed a minimum of two (2) hours call-out compensatory time.

6. Assignment, approval, documentation, compensation, and other matters regarding court time, call-out time, and overtime, except as specifically provided in this Agreement, will be subject to rules and regulations, general orders, and procedures as determined by the Employer after notice to the Union and an opportunity to meet and confer with the Employer concerning the contents of said overtime rules, regulations, general orders, and procedures, except as such changes may be required by the FLSA or applicable regulations; provided further, that if the Employer issues substantive changes in the Employer's rules, regulations, general orders, and procedures which become effective because of an emergency or through inadvertence before the Union is notified and given an opportunity to meet and confer about such changes, the Union, upon request, shall immediately be given an opportunity to meet and confer with respect to such matters.

7. Deputy Sheriff/Corrections Officers and Deputy Sheriff/Corrections Sergeants shall have the same opportunity to sign up for assignment to inmate visitation duty as Deputy Sheriffs. Up to one-half of the available slots each month shall be reserved for Deputy Sheriffs/Corrections Officers and Deputy Sheriff/Corrections Sergeants provided they have signed up for the slots within a reasonable period of time.

8. When a Deputy Sheriff/Corrections Officer is assigned to work as a Field Training Officer (FTO) for an entire work shift, the Sheriff shall credit the FTO with an additional hour of compensatory time off or cash payment, as determined by the Employer, for each completed shift of duty as an FTO. If the Employee has reached the maximum allotment of

accrued compensatory time off as provided in Article XII, then the additional hour shall be paid in cash. Assignment of Deputy Sheriffs/Corrections Officers as FTOs lies in the sole discretion of the Sheriff. Assignment as an FTO does not change the Employee's classification, and is neither a promotion nor a transfer within the meaning of this Agreement.

ARTICLE XIII

Layoff and Recall

1. Grounds and Order of Layoff. The Employer shall determine whether layoffs or job abolishments are necessary for lack of work, lack of funds, or reasons of economy or efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer. If it is determined that layoffs or job abolishments are necessary within the affected bargaining unit, Employees in the affected classifications will be laid off in the following order:

(a) Temporary employees;

(b) Intermittent and seasonal Employees;

(c) Probationary Employees;

(d) Permanent part-time Employees who have completed their probationary periods; and

(e) Employees by rank in order of inverse seniority.

2. Notice. Employees who are subject to layoff or job abolishment shall be given notice of the action, with the effective date of the action and reference to the recall and grievance procedures of this Agreement, in one of the following manners:

(a) The Employer shall send the notice by certified or registered mail at least

thirty (30) days prior to the effective date of the action to the Employee's last known address; or

(b) The Employer shall hand-deliver the notice at least twenty-six (26) calendar days prior to the effective date of this action.

3. Displacement Rights. A Corrections Lieutenant may displace (bump) a Corrections Sergeant with the least seniority, provided that the Corrections Lieutenant has more seniority than the Corrections Sergeant. If there is no less senior Corrections Sergeant, then the Corrections Lieutenant may displace the least senior Corrections Officer, again provided that the Corrections Lieutenant has more seniority than the displaced Employee. A Deputy Sheriff/Corrections Sergeant laid off may displace (bump) the Deputy Sheriff/Corrections with the least seniority; provided that the Deputy Sheriff/Corrections Sergeant must have more seniority than the Deputy Sheriff/Corrections displaced and must meet the minimum qualifications for that position. If there is no Deputy Sheriff/Corrections with less seniority, then the Corrections Lieutenant or Deputy Sheriff/Corrections Sergeant shall be laid-off. Deputy Sheriffs/Corrections have no right to displace Employees outside of their rank, and no Employee in a rank other than Corrections Lieutenant or Deputy Sheriff/Corrections Sergeant may displace into that classification in the event of a layoff or job abolishment. Paramedic Supervisors may displace the Paramedic with the least seniority, provided the Paramedic Supervisor has more seniority than the Employee displaced. Paramedics have no displacement rights in the event of a layoff. Upon notice to the Union and with an opportunity for review and comment, the Employer may develop a paper layoff procedure consistent with the requirements of this section in which Employees may exercise any available displacement rights before the layoff is actually put into effect.

4. Reassignment following Reduction in Force. The parties agree that a reduction in the work force within a rank may result in the reassignment of Employees to different job assignments within their respective rank, including other sections or division, and reassignment of hours and days of work, subject to the provisions of Article XII of the Agreement (Hours of Work and Overtime).

5. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees on the recall list shall be recalled to employment in the same rank, in the inverse order of their layoff, provided they continue to meet the minimum qualifications for that position. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within five (5) calendar days after receiving notice of recall. The Employee shall report to work within ten (10) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

6. In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

7. An Employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment. In any such arbitration proceeding, the Arbitrator's

jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments and whether the grounds existed for layoffs or job abolishments. The arbitrator shall not have the power to determine the reasonableness or appropriateness of the Employer's decision to layoff or abolish positions other than as set forth above.

8. The Employer shall provide the Union with a list of bargaining-unit Employees by rank and date of appointment.

9. The provisions of this Article shall be the sole exclusive authority for the layoff, job abolishment, or recall of Employees subject to this Agreement, notwithstanding any contrary provision of the Revised Code or rules of the Director of Administrative Services.

ARTICLE XIV

Unpaid Leave

Employees shall be eligible for unpaid leave in accordance with the following:

1. Pregnancy-Related Leave

(a) An Employee may take accrued sick leave with pay for pregnancy, childbirth, and related medical conditions. In addition, the Employee may use any accrued vacation leave. Following exhaustion of accrued sick leave, the Employee may request sick leave without pay for pregnancy-related purposes ("pregnancy-related leave"). Sick leave with pay and pregnancy-related leave shall be used only for that period in which the Employee is unable to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by

a licensed physician. Within thirty (30) days of the termination of pregnancy, the Employee shall provide a statement by her attending physician stating the period for which the Employee is unable to work and the projected date on which she will be able to return to work.

(b) Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave or compensatory time. If the Employee presents a physician's statement that the inability to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery and recovery time, is not likely to exceed six (6) months, pregnancy-related leave without pay or benefits up to a period of six (6) months shall be granted to the Employee. The Employer may, at his discretion, extend such leave to twelve (12) months. If the Employee is unable to return to work within twelve (12) months, the Employee shall be given a disability separation pursuant to Section 5. Pregnancy-related leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy.

(c) Any additional leave without pay for parental or child care purposes must be requested under the provisions of Section 3 below.

2. Military Leave. Leaves of absence, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable state and federal law.

3. Other Leaves. Leaves of absence without pay or benefits for other reasons may be granted at the discretion of the Employer. The Employer shall grant any request for unpaid

personal leave where required pursuant to the Family and Medical Leave Act of 1993 and implementing regulations issued by the United States Department of Labor, as provided in the Employer's Family and Medical Leave Act policy attached hereto as Appendix C.

4. When an Employee returns to work following a leave of absence, he or she shall be returned to the Employee's former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

5. Exhaustion of Sick Leave and Disability Separation.

(a) Upon exhaustion of accrued sick leave, the Employee must use accrued vacation leave or compensatory time before using unpaid leave. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, sick leave without pay or benefits up to a period of six (6) months shall be granted when the Employee is sick or injured and is without any accumulated sick leave. The Employer may, at his discretion, extend such leave to twelve (12) months.

(b) If the Employee's physician cannot certify likely recovery within twelve (12) months, or if the Employee remains unable to return to work after the expiration of the twelve month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of two (2) years from the date the Employee was placed on disability separation or unpaid sick leave, whichever is earlier.

(c) An Employee requesting the reinstatement from a disability separation may be required to submit to an examination by a physician selected by the Employer. The examination must show that the Employee has recovered from the disability and is

able to perform all of the material duties of the position to which reinstatement is sought. The Employee shall pay the cost of the examination.

(d) In the event there is no vacancy in the Employee's prior classification or lower classification in the same classification series, the Employee may displace only an Employee with less seniority. If no Employee has less seniority, the Employee requesting reinstatement shall be laid off. Any Employee displaced by an Employee returning from disability separation shall be subject to the layoff and recall provisions of Article XIII, herein.

6. Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, the Employer shall continue group health and dental insurance coverage at the expense of the Employee to the extent required by federal law. The Employer shall continue health and dental insurance in place during the period of a leave under the FMLA to the extent required by law and in accordance with the FMLA policy attached as Appendix A. Further, for leaves of absence of a type not covered by the FMLA, the Employer, may, at the sole discretion of the Board of County Commissioners, continue health insurance coverage for a period, generally not to exceed the first ninety (90) days of an unpaid leave at the Employer's cost, subject to the Employee's payment of standard Employee contributions toward the premium. The decision of the Board of County Commissioners whether or not to continue coverage at the Employer's cost for non-FMLA leaves shall not be subject to the grievance and arbitration procedures of this Agreement.

7. Abuse of Leave. If the Employer becomes aware at any time during a leave of absence that the leave is not being used for the purposes for which it was granted, the Employer may terminate the leave, order the Employee to return to work, and take such disciplinary action

as it may deem appropriate.

ARTICLE XV

Paid Leave

1. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror for a maximum of ten (10) scheduled work days.

2. (a) Employees, after completing their probationary period, shall be entitled to six (6) hours of personal leave for perfect attendance for each calendar quarter in which no paid or unpaid sick leave is used, with the exception of funeral leave, provided that all personal leave must be utilized by December 31 of the calendar year following the year in which the hours were awarded. Calendar quarters will be defined as January through March, April through June, July through September, and October through December. The Employee may cash out one-half (½) of the value of any unused personal leave by providing written notice to the Employer no later than December 15, and the Employer shall pay out one-half (½) of the days at the Employee's regular rate of pay no later than the last pay of January.

(c) Unused good attendance or personal leave shall be paid to an Employee who has retired or resigned having given two (2) weeks' notice or to an Employee with four (4) or more years of seniority who has been terminated for reasons other than insubordination, falsifying Employer records, theft, or mistreatment of prisoners, members of the public, or other employees of the Employer.

(d) In order to qualify for "perfect attendance," the Employee must have used

no paid or unpaid sick leave, including unscheduled vacation leave or compensatory time off for purposes of sick leave, and must not have any unpaid absences for all or part of a day by reason of disciplinary action or tardiness. Use of paid sick leave or other paid leave for purposes of funeral leave does not disqualify an Employee for personal leave under this Section, provided the Employee provides verification if requested by the Employer.

(e) In the event that any court or agency with jurisdiction over Butler County issues a determination that days of absence covered by the Family and Medical Leave Act (FMLA) may not be counted for purposes of determining "perfect attendance," the provisions of Section 3 of this Articles shall be void, and no further personal leave shall be awarded based on perfect attendance. Employees shall be permitted to use any personal leave that has been credited prior to that date, however.

3. Special Injury Leave

(a) An Employee who suffers an on-the-job injury from an identifiable incident that occurred in the course of the performance of his or her official duties within the scope of his or her employment with the Employer, and where such injury directly results from a hazard particular to police work, and which is not characteristic of other occupations, and who is off work due to said injury for a continuous period of thirty (30) days, will be compensated at his or her regular rate of pay at the time of the injury less the Employee's income from disability benefits from Workers' Compensation or any other state source, for a period of time not to exceed six (6) months from the date of injury. After the Employee has been off work for a period of thirty (30) continuous days, the Employee shall receive his or her regular pay retroactive to the sixth (6th) work day

of the period of continuous absence. Five (5) work days of this period shall be charged against the Employee's sick-leave balance, and the remaining work days for which special injury leave is due shall be recredited to the Employee's sick leave account.

(b) An Employee claiming the right to receive or who is receiving special injury leave compensation, may be required by the Employer, from time to time, to submit to a medical examination by a physician selected by the Employer, and at the Employer's expense, for the purpose of determining any questions regarding eligibility for and the duration of special injury leave.

(c) Notwithstanding any other provisions of this Agreement, an Employee on special injury leave or sick leave, whether paid or unpaid, and who is unable to perform his or her regularly assigned duties may, at the discretion of the Employer, be assigned other, transitional duties not requiring great physical exertion in lieu of special injury leave compensation or paid or unpaid sick leave, provided such work is available and the Employer's physician releases the Employee to return to work under such conditions.

4. The Employer shall have the right to demand proof of all items listed above regarding paid leave. Falsification of any information with respect to any paid leave, including paid sick leave, shall be grounds for disciplinary action up to and including discharge.

ARTICLE XVI

Sick Leave

1. Employees will earn sick leave at the rate of four and six-tenths (4.6) hours for each biweekly pay period in active pay status with the Employer, subject to Section 2 of this Article.

2. With the approval of the Employer, sick leave may only be used by the Employee for the following reasons:

(a) Illness or injury of the Employee;

(b) Exposure of an Employee to a contagious disease if, by reason of such exposure, the Employee's presence at work would pose a substantial risk of contagion and serious illness to co-workers;

(c) Pregnancy, childbirth, and related medical conditions, but only to the extent that the Employee is rendered unable to work by reason of such condition;

(d) Medical, dental, or optical examinations that cannot be scheduled outside normal working hours;

(e) Serious illness or injury of immediate family members, pursuant to Section 4;

(f) Death of a member of the Employee's family, pursuant to Section 7 and 8.

3. Pay for any sick leave shall be at the Employee's regular rate of pay. An Employee may not use vacation leave, holiday leave, compensatory time off, or other paid leave for absences due to illness or injury except in cases of extended illness or injury, as provided in Article XIV, Section 5(a).

4. Sick leave may be granted when an immediate family member, defined as the spouse, child, brother, sister, parent, legal ward, or legal guardian, and grandparent who normally resides in the Employee's home, suffers a serious injury or illness, provided that the Employee's presence is reasonably necessary for the care of the afflicted family member. Step-children, step-parents, and step-siblings shall be covered under this Section if the relation dates back to the Employee's childhood, such as a step-parent who helped raise the Employee, a step-child who

grew up in the Employee's home, or step-siblings who lived in the same home as minors. The amount of sick leave to be approved lies in the discretion of the Employer. The Employer may require satisfactory proof of the family member's illness and necessity for the Employee's presence prior to approving the payment of sick leave under this Article. In addition, an Employee may use up to three (3) days of sick leave following the birth of the Employee's child to care for the Employee's spouse and newborn child.

5. At the sole discretion of the Employer, sick leave without pay or benefits up to a period of six (6) months may be granted when an Employee is sick or injured and is without any accumulated sick time. The Employer shall continue to provide insurance benefits during the period of any leave under the Family and Medical Leave Act, as provided by law. Further, an Employee may voluntarily transfer accrued but unused vacation leave to another Employee provided that the transferee has exhausted all of his or her accrued sick leave, is medically unable to return to work upon the exhaustion of the sick leave, and otherwise meets the requirements of eligibility for sick leave. The transferor must provide written notice to the Employer of the transfer of the vacation leave at least seven (7) calendar days in advance of its use by the transferee, and such notice shall include a signed statement that the transferring Employee is forever waiving his or her claim to such leave time.

6. Upon retirement from the Butler County Sheriff's Department, payment shall be made for one-half of an Employee's accumulated unused sick leave not to exceed three-hundred twenty (320) hours' pay.

7. (a) An Employee shall be paid sick leave for three (3) working days absence in the event of the death of the Employee's spouse, child, brother, sister, parents or legal guardian, legal ward, grandparent, grandchild, mother-in-law, or father-in-law. Step-

parents, step-children, and step-siblings shall be covered under this Section if they meet the definition set forth in Section 4 of this Article. Such three (3) days must coincide with the day of death or day of funeral.

(b) In the event of a death of a relative other than those relatives listed above, the department head may, at his or her discretion, grant one (1) day of sick leave in order that the Employee may attend the funeral.

(c) An Employee's use of sick leave for funeral purposes shall not be counted as a separated absence for purposes of this Article, or as an absence for purposes of the perfect attendance standard of Article XV, Section 3(a).

8. In circumstances of unusual distances of travel or extreme weather conditions the Sheriff may, at his sole discretion, grant up to an additional two (2) days of sick leave-funeral leave for the Employee to travel to the funeral of a relative as described in Section 7 above.

9. An Employee who exhausts paid and unpaid sick leave and who remains unable to return to work shall be placed on disability separation in accordance with Article XIV (Unpaid Leave).

10. (a) Upon request of the Employer, an Employee must furnish satisfactory proof of his or her illness, sickness, or disability, or that of the immediate family member before a day of sick leave is paid. In the case of an illness or injury resulting in absence for more than three (3) consecutive days, or an absence the day before or day after a holiday, an Employee may not return for duty or be paid sick leave without a statement from the Employee's physician verifying that the Employee was unable to work. Further, if the Employee has used sick leave for five (5) or more separated absences in the year preceding the Employee's anniversary date of employment, upon notice to the Employee,

the Employee shall provide a physician's statement for any use of sick leave during the subsequent twelve (12) month period at the time that the Employee returns to work. For purposes of this Article, "separated absence" shall be defined as a continuous period of absence of four (4) hours or more, with the exception of use of sick leave by an Employee for recovery from childbirth or by a father to care for the Employee's family immediately following the birth of a child. At the time of notification that the Employee has five (5) or more separated absences, the Employee's supervisor and the Chief Deputy shall be notified as well, and the Sheriff or his designated representative shall meet with the Employee to discuss the Employee's use of sick leave. Failure to provide a physician's statement required pursuant to this Section shall be grounds for denying the Employee sick leave for the period covered, and shall further be grounds for disciplinary action for insubordination, up to and including discharge.

(b) Employees are prohibited from engaging in any activity inconsistent with the claimed inability to work or need to care for a member of the immediate family while on a paid or unpaid sick leave, including a leave of absence for the Employee's serious health condition or the serious health condition of an immediate family member covered by the Family and Medical Leave Act. If an Employee proposes to engage in paid employment of any kind for any other employer, including special duty details or self-employment for compensation or payment of any kind, during a paid or unpaid sick leave, the Employee must notify the Employer of the planned employment and it must be approved by the Employer under the standards of this subsection 10(b).

11. Sick leave shall be charged in minimum units of one-quarter (¼) hour. An Employee requesting sick leave shall personally inform his or her immediate supervisor or other

designated on-duty supervisor (or Captain, if the Employee has been so directed) of the request and the reason therefor no later than two (2) hours before his or her scheduled starting time. Unless the Employee is hospitalized or has provided a physician's statement confirming a specific, expected date of return, the Employee must notify the Employer each day of the absence, and failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action.

12. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave or the Employee's physical or mental capacity to substantially perform the duties of his or her position. The Employer shall select the physician and pay for the examination.

13. If an Employee transfers to the service of the Employer from another County office or department or Ohio public agency, the Employer shall credit the Employee, upon written request and verification, with the sick leave balance held by the Employee with that office or department or Ohio public agency; provided, however, that an Employee who has converted to cash all or a portion of his or her sick leave with the prior employer upon retirement or other separation shall not be entitled to transfer any sick leave under this Section. It is the Employee's sole obligation to provide verification of such prior service and sick leave balance within the Employee's initial probationary period, or such prior sick leave balance is forever lost.

14. An Employee who has used sick leave for five (5) or more separated absences within an anniversary year, as defined in Section 10, shall not be eligible, for a period of twelve (12) months thereafter, for vacation leave, holiday leave (taken on another date), compensatory time off, or other paid leave unless said time is requested and approved at least five (5) calendar days in advance.

15. No Employee shall receive an annual step increase if, in the preceding anniversary year, the Employee used paid or unpaid sick leave for six (6) or more separated absences, or whose absences on paid or unpaid sick leave exceeded three hundred twenty (320) hours. This Section shall not apply to any absence for which the Employee qualified for special injury leave under Article XV, Section 4, or leave under the Family and Medical Leave Act Policy attached hereto as Appendix C.

ARTICLE XVII

Holidays

1. (a) Employees shall be entitled to observe and be paid at their regular day's pay for the following holidays as observed by the Employer:

(1) New Year's Day

(2) Martin Luther King's Birthday

(3) Presidents' Day

(4) Memorial Day

(5) Independence Day

(6) Labor Day

(7) Columbus Day (observed on the day after Thanksgiving)

(8) Veterans' Day

(9) Thanksgiving Day

(10) Christmas Eve Day

(11) Christmas Day

(12) New Year's Eve Day

The Butler County Sheriff's Office shall specify the date upon which holidays shall be observed by Employees assigned to three-shift, seven-day-per-week operations, and for Employees assigned to standard business hours on a Monday to Friday basis.

(b) Christmas Eve Day and New Year's Eve Day shall be observed on the business day preceding the day on which the Christmas and New Year's Day holidays are observed, respectively, or for Employees who work in round-the-clock operations, on the day before the actual Christmas or New Year's Day holiday.

2. (a) In addition to holiday pay as provided in Section 1, Employees covered by this Agreement who are scheduled and required to work on a holiday specified in Section 1 as scheduled by the Employer will be compensated in cash at one and one-half (1½) times their regular rate of pay as provided in Section 2(c) below, or, at the option of the Employee, compensatory time at the time and one-half rate to be taken at a later date in accordance with the compensatory time provisions of this Agreement. Each Employee must elect no later than the last week of December whether to receive cash or compensatory time off for holiday work in the succeeding calendar year, and may not thereafter request a different form of compensation for holiday overtime work. Compensatory time earned for holiday work is subject to the three hundred twenty (320) hour limit set forth in Article XII, Section 2 of this Agreement.

(b) An Employee who is required to work on a holiday may receive the additional compensation for work on the actual holiday, or the day observed as such, but not both. In the case of holidays observed upon a fixed date, such as New Year's Day and New Year's Eve Day, Independence Day, and Christmas Day and Christmas Eve Day, Employees who work other than a Monday to Friday schedule shall receive this

additional compensation only for work on the actual holiday, irrespective of the date of observance as fixed by the Board of County Commissioners. For Employees who work in three-shift operations, an Employee will be considered to work the holiday only when a majority of the Employee's work hours fall on the actual hours of the holiday. For example, an Employee who commences work at 11:00 p.m. on the day before Independence Day and works seven (7) more hours on Independence Day will be considered to have worked on Independence Day. An Employee who commences work at 11:00 p.m. on Independence Day and works seven (7) more hours on July 5 will not be considered to have worked on the holiday.

(c) An Employee who elects to be compensated in cash for holiday overtime work shall not be paid at the time of such work, but such accumulated holiday overtime pay shall be retained by the Employer and paid in a lump sum on an off pay day no later than December 14 for the entire balance of holiday cash overtime to that date.

3. If a holiday falls on an Employee's pass day, or during an Employee's vacation, the Employee shall receive eight (8) hours of pay at his or her regular rate or, at the Employee's option, a day off in conjunction with his or her vacation.

4. An Employee in order to receive holiday pay as set forth above, if scheduled, must work the day before, the day after, and the day of the holiday unless absence from work is due to illness or injury, in which event a doctor's certificate shall be required. In addition to the doctor's certificate, in order for an Employee to receive holiday pay or compensatory time or other overtime compensation, who has been prevented from meeting the eligibility requirements because of illness or injury, such Employee must have worked at least one scheduled work day in the five (5) calendar days immediately preceding the holiday. Notwithstanding the provisions

of this Section, an Employee who is off work in conjunction with a holiday because of prior vacation leave or compensatory time off approved by management at least five (5) calendar days before the holiday shall remain eligible for holiday leave or pay as otherwise provided under this Article.

5. Employees who work a Monday to Friday fixed day shift must take off all holidays, and are not eligible to convert the holiday to compensatory time off, as otherwise provided in this Article. Such Employees may only work on observed holidays if approved by the Sheriff or his designee.

ARTICLE XVIII

Vacations

1. Employees, after completion of their probationary period, shall be entitled to vacation time each year as follows:

> After completion of one (1) year of service with the Employer, the State of Ohio, or any political subdivision of the State – two (2) weeks.
>
> After completion of five (5) years' service with the Employer, the State of Ohio, or any political subdivision of the State – three (3) weeks.
>
> After completion of ten (10) years' service with the Employer, the State of Ohio, or any political subdivision of the State – four (4) weeks.
>
> After completion of twenty (20) years' service with the Employer, the State of Ohio, or any political subdivision of the State – five (5) weeks.

2. Notwithstanding the provisions of Section 1 above, an Employee who has claimed credit for prior service with the State or any political subdivision of the State (other than prior service with Butler County) shall be limited to a maximum of eight (8) years' service credit counted for purposes of vacation eligibility and rate of accrual. No Employee shall receive credit

for vacation hours accrued with a prior Employer, however. Further, it is the sole responsibility of the Employee to provide verification of such prior service during the period of the Employee's initial probationary period, or such prior service is forever lost, and in no event shall an Employee be entitled to claim a higher rate of vacation accrual for the period prior to the date such verification is provided.

3. (a) Following completion of the first year of employment, Employees shall accrue vacation leave in each biweekly pay period in which they are in active pay status at the following rate:

Annual Rate	Biweekly Rate
Two Weeks	3.1 hours
Three Weeks	4.6 hours
Four Weeks	6.2 hours
Five Weeks	7.7 hours

(b) In any biweekly period in which a full-time Employee is not in active pay status for eighty (80) hours, he or she shall accrue vacation at a prorated rate.

4. Vacation is in addition to any recognized holidays as set forth in Article XVII which may fall within an Employee's vacation period. If a holiday falls within an Employee's vacation period, he or she shall receive an additional day off in conjunction with the vacation period or eight hours of compensatory time off (ten (10) hours for those Employees on a four (4), ten (10) hour day work schedule).

5. Vacation schedules shall be established in accordance with the Employer's rules and regulations, general orders, and procedures. Vacation once approved shall not be canceled without the Employee's consent, or in case of an act of God or an emergency as declared by the

President, the Governor, the Board of County Commissioners, or the Sheriff.

6. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his or her vacation.

7. Vacation may be carried beyond the year in which it is earned to a maximum of two (2) years' worth of vacation carry-over.

8. An Employee, in order to receive vacation pay, must be in the actual employ of the Employer at the time he or she takes the vacation, except as follows:

(a) An Employee, who has retired or resigned with two weeks' notice and who has not received the vacation pay to which he or she is entitled shall receive such vacation pay at the next regular pay period.

(b) An Employee with four (4) or more years of seniority and who has been terminated by the Employer for reasons other than insubordination, falsifying Employer's records, theft, or mistreatment of prisoners, members of the public, or other Employees of the Employer, and who has not received the vacation pay to which he or she is entitled, shall receive the vacation pay at the next regular pay period.

9. Seniority shall apply for scheduling of vacations as provided in the general orders, rules, regulations, and procedures of the Employer.

ARTICLE XIX

Wages

1. The wage rates and step rates shall not be increased in 2010, as set forth in Schedule 1.

2. The wage rates and step rates shall not be increased in 2011, as set forth in

Schedule 2.

3. The wage rates and shall be increased by two percent (2%) effective May 5, 2012, as set forth in Schedule 3. An additional pay step two percent (2%) higher than the previous top step shall be added to pay scale and the bottom step eliminated for all Employees effective May 5, 2012 as provided in Schedule 3.

4. In the event that the State of Ohio cuts funding to the general fund of Butler County and the resulting appropriations to the Sheriff's Office are insufficient to maintain the wage rates and increases provided under this Agreement without the layoff of Employees in the bargaining units represented by the Union, the Employer may reopen the provisions of this Article for renegotiation by serving notice upon the Union. In any such reopened negotiations, the statutory impasse resolution procedures shall apply.

ARTICLE XX

Life and Health Insurance

1. The Employer will continue to provide to full-time Employees the same life and health insurance coverage at the same cost as is provided by the Butler County Board of Commissioners to its other County Employees during the term of this Agreement; provided that the Employer will provide a minimum of thirty-five thousand ($35,000) life insurance coverage to eligible Employees.

2. An Employee who is covered by health insurance provided by any retirement or pension plan, and where the Employee is not required to pay a majority of the cost of the premium, is not entitled to any health insurance coverage under this Article.

3. If the Employer increases the percentage of Employee contributions toward the

combined premium costs for health and dental insurance (including self-insured rates, if applicable) by more than the limits set forth below, the Union may reopen the provisions of this Article for renegotiation by serving notice upon the Employer within thirty (30) days of receiving notice of the increased contributions. The Employee contribution limits that would trigger this right to reopen are:

High Option	24% of combined premium
Mid Option	15% of combined premium
Low Option	5% of combined premium

These percentage limitations are based on the monthly premiums for health and dental insurance at the single, single-plus-one, and family rate, as chosen by the Employee. These limitations do not restrict the Employer from changing plan designs or charges to the Employee when obtaining medical or dental services, from offering more or fewer than three (3) tiers of coverage, or from imposing supplemental charges for covering family members with other coverage available, provided such changes are applied uniformly to all County employees. In any such reopened negotiations, the statutory impasse resolution procedures shall apply.

4. The Employer shall allow a representative of the Butler County Sheriff's Wage and Benefit Committee to participate in the Health Insurance Advisory Committee that consults with the Board of County Commissioners on the design and selection of the health insurance plan.

ARTICLE XXI

Uniforms

1. With the exception of undergarments, the Employer shall provide uniforms for Officers and Employees whose duties require them to be in uniform. The Employer shall provide uniforms for Deputy Sheriff/Corrections Lieutenants, Deputy Sheriff~~s~~/Corrections Sergeants and Deputy Sheriff~~s~~/Corrections Officers. Each Employee in these classifications only shall be permitted a uniform allowance of $588 for each year of this Agreement with the exception of 2011. The Employer may specify one or more providers of uniform items, and Employees may only draw against their uniform allowance on an account or receipt basis from the designated provider(s), selecting from a list of eligible items provided by the Sheriff's Office. The Employer may, in its discretion, limit the availability of the uniform allowance for a period of twelve (12) months for a newly hired Employee who is issued a complete new set of uniform clothing at the time of his or her hire or promotion. Under the uniform allowance provided under this Section, the Employee may purchase dress shoes, to be selected from the approved list and the designated provider(s), and no other shoes will be provided to Employees.

2. The reimbursement amounts provided under Section 1 shall be increased by the percentage and at the time of the across-the-board increase provided in Article XIX, rounded to the nearest whole dollar, as set forth below:

2010	2011	2012	2013
$588	$0	$588	$588

Employees will receive $588.00 for uniform allowance in 2010. No uniform allowance will be paid in 2011. Beginning in 2012, bargaining unit employees will receive, in lieu of their annual uniform allowance, $588.00 in cash payments to be issued via check in January of 2012 and

2013.

3. The Employer shall provide to all Employees who receive uniforms pursuant to Section 1 dry-cleaning service for uniform items at the rate of three hundred forty (340) items per year per eligible Employee. Each shirt, jacket, pair of trousers, or tie shall be considered one (1) item. The Employer shall, in its sole discretion, determine the provider for this service and the terms, conditions, and procedures by which such service shall be provided.

4. Dress for non-uniformed Employees shall be appropriate for a business, office environment, and shall be subject to regulations and standards issued in the sole discretion of the Sheriff.

5. An Employee who sustains damage to eyeglasses or other corrective lenses, watches, or personal jewelry, in an incident or altercation arising from and occurring in the scope of employment, shall be reimbursed, upon presentation of satisfactory receipts, for the replacement value of the damaged property, up to $300.00 in any calendar year; provided, however, that no jewelry item shall be reimbursed for more than Fifty Dollars ($50.00). An Employee's dentures, bridgework, or other dental apparatus, damaged or destroyed under the circumstances set forth above, shall be reimbursed up to a maximum of One Thousand Dollars ($1,000). Reimbursement under this Section is not available to any Employee whose property is damaged through the Employee's inappropriate conduct, including but not limited to horseplay or mistreatment of a prisoner. The amount of reimbursement available under this Article shall only apply to amounts not covered through the Employee's personal or county-provided insurance, workers' compensation, any restitution paid by an inmate, or any other source.

6. The Employer shall provide Employees exposed to direct contact with inmates with stab-prevention vests upon request. Employees who request such vests shall be required to

wear them as part of the uniform on a daily basis. The Employer shall provide a number of pullover bullet-proof vests in different sizes in the Main Jail facility for protecting Employees whose duties include prisoner transport.

7. Employees who are certified as peace officers or otherwise authorized by the Employer to carry firearms shall be permitted to purchase items from the clothing list for Deputy Sheriffs as established by the Employer, within the overall clothing allowance limit set forth in Sections 1 and 2. For these Employees, the Employer shall furnish ammunition for the annual qualification and will, if necessary, adjust schedules in order to allow the annual qualification to occur while the Employee is on duty.

8. The Union may raise for discussion at a meeting of the Labor-Management Committee any concerns regarding the adequacy of prisoner control equipment and firearms to be maintained on site for the Butler County Jail and Resolutions.

9. When an Employee is assigned to Canine, SWAT, Bicycle Patrol, Motorcycle Patrol, Bomb Squad, or Marine Patrol, which require special clothing in addition to the standard uniform, and the Employee does not have adequate funds remaining in that year's clothing allowance, the Employer shall pay the remaining cost of the initial set of speciality clothing. After the first year of that assignment, an Employee who must maintain both the specialty clothing and the standard uniform shall receive an additional $200.00 per year in clothing allowance for the duration of the assignment.

ARTICLE XXII

Modification and Separability

1. The Employer and the Union, for the term of this Agreement, each agree that,

notwithstanding the provisions of Section 4117.08 of the Ohio Revised Code, the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

2. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, the parties shall meet, upon the request of either party, to negotiate a replacement provision, and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXIII

Labor Management Committee

1. In the interest of furthering harmonious relations, a joint committee of representatives of the Union and the Employer, shall convene upon the request of either party, for the purpose of discussing work-related issues. Such meetings shall not be requested with unreasonable frequency, and the Union agrees not to bring more than five Employee representatives to any meeting without the prior approval of management.

2. An agenda of items intended for discussion will be submitted, in writing, at the time the conference is requested.

ARTICLE XXIV

Transfers

1. Nothing in this Agreement prohibits or limits the Sheriff from transferring Employees in the rank of Sergeant or Deputy Sheriff to the Corrections Division or from

assigning employees of other ranks to the Communications Division on a temporary basis when necessary because of the transferred employee's physical limitations or based on personnel shortages or other operational needs; provided, however, that at any one time, no more than four (4) employees in the rank of Deputy Sheriff, Deputy Sheriff/Court Security, Detective, or Sergeant shall be assigned to the Corrections Division, unless the Union agrees otherwise in a particular case.

2. Any Employee who is certified as a peace officer and is assigned to perform the duties of a Deputy Sheriff on a paid basis for at least ten (10) consecutive work days shall be paid at the entry level pay step for Deputy Sheriffs for the remainder of such temporary reassignment. Such temporary reassignment shall not be deemed to commence until the Employee is expressly so assigned by the Sheriff, the Chief Deputy, or the Major. A Deputy Sheriff/Corrections or Dispatcher will be deemed to "perform the duties of a Deputy Sheriff" when he or she, upon assignment, performs substantially all of the duties of a Deputy Sheriff for the entire shift.

3. The Sheriff may, in his sole discretion, determine the work site or facility to which any Employee is transferred, and such an assignment shall not be deemed a "transfer" under this Agreement.

4. If assignments are created within a rank involving regular and on-going assignments to a specialized function, the Sheriff shall post notices of openings within such assignments, and Employees within that rank may submit letters of interest for assignment to those positions as outlined in the notice, provided that such assignments are a sole right of management and are not subject to the grievance and arbitration procedures.

5. The Employer shall prepare and serve on the Union descriptions for each

classification in this bargaining unit within six months of the ratification of this Agreement. Any changes to position descriptions for any classification in this bargaining unit shall be served on the Union prior to implementation.

ARTICLE XXV

Step Increases

1. Employees shall be eligible for step increases in accordance with pay ranges and pay steps as provided in Schedule 1. The base wage rates and step rates shall be adjusted as provided in Article XIX (Wages).

2. Employees shall be eligible to be considered for step increases on the anniversary date of initial employment with the Employer. Following the promotion of an Employee to a position at a higher pay range, however, the Employee shall not be eligible for consideration for a step increase until the completion of the Employee's probationary period, and thereafter upon the promotional anniversary date rather than the anniversary date of employment.

3. Notwithstanding the provisions of Section 2, no Employee shall receive an annual step increase if the Employee has received an overall unsatisfactory rating in his or her most recent performance evaluation (excluding promotional probationary evaluations), as certified by the Sheriff. Notwithstanding the non-appealability of performance evaluations through the grievance and arbitration procedures of this Agreement, an Employee may appeal, through said grievance and arbitration procedure, any performance evaluation with the overall rating of "unsatisfactory" the effect of which is to deny the Employee a step increase under this Article. In any grievance and arbitration proceeding pursuant to this Section, the burden shall be on the Union and the Employee to prove that the evaluation rating was an abuse of discretion or

arbitrary and capricious.

4. The Sheriff may in his sole discretion, place a new Employee in other than entry-level step to reflect the Employee's experience, education, skill, or ability to perform the position. For Employees without prior experience in a law enforcement agency, the new Employee shall not be placed higher than the third step. Upon the Union's request, the Employer shall meet with the Union to discuss the reasons for placing a new Employee in other than entry-level step. Further, the Employer may grant an Employee an additional step increase of not more than one step at a time other than the Employee's anniversary date based on special merit or achievement or as needed based on the competitive market for wages.

5. On May 5, 2012, an additional pay step two percent (2%) higher than the previous top step shall be added to the pay scale and the bottom step eliminated for all Employees as provided in Schedule 3. An Employee who is currently at the top of the pay scale shall be eligible for a step increase to the new step at his or her next succeeding anniversary date if otherwise eligible under this Agreement.

ARTICLE XXVI

Employee Alcohol and Drug Testing Program

1. It is the policy of the Butler County Sheriff's Office that the public and fellow officers have the absolute right to expect persons employed by the Sheriff to be free from the effects of illegal or abused drugs and alcohol. The Sheriff, as the Employer, has the right to expect its Employees to report to work fit and able for duty, free from the influence of drugs or alcohol, and able to set a positive example for the community. The Union joins in and fully supports this policy.

2. Prohibitions. Employees shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work shift or anywhere on any County premises or work sites, including County buildings, properties, vehicles, or the Employee's personal vehicle while engaged in County business.

(b) Using alcohol prior to beginning work or during meal or break periods such that the Employee remains under the influence of alcohol during work hours.

(c) Possessing, using, selling, purchasing, delivering, distributing, or manufacturing any illegal drug at any time and at any place, whether on or off duty, except as may be necessary in performance of official duty.

(d) Failure to report to the Employee's supervisor the use of medication or prescription drugs during work hours the effect of which may be to impair his or her safety or the safety of others or otherwise impair the Employee's ability to perform his or her duties. If the Employee reports the use of such medication, the Employer may have the Employee's ability to work without impairment evaluated by the Employee's physician or a physician selected and paid for by the Employer. Based on the results of such examination(s), the Employer may place the Employee on sick leave for the duration of such impairment or reassign the Employee to duties posting no such risk.

3. Drug and Alcohol Testing Permitted.

The Employer may require Employees to submit to drug or alcohol testing as provided in this Agreement.

(a) Where the Employer has reasonable suspicion to believe that (1) an Employee is being affected during work hours by the use of alcohol; (2) an Employee has

abused prescribed medication; or (3) the Employee has used illegal drugs or controlled substances, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as hereinafter provided.

(b) The Employer may require Employees in the ranks of Deputy Sheriff/Corrections Sergeant, Deputy Sheriff/Corrections, and Dispatcher to submit to random alcohol or drug testing, at a time selected by the Employer not to exceed two (2) times per calendar year, unless the Employer has reasonable suspicion to test an individual Employee on a more frequent basis. Such tests shall be performed during the Employee's scheduled duty hours provided that a qualified testing facility, satisfactory to the Employer, is open during duty hours. The Employer may randomly test other Employees, as provided in this Section, where the Employee is performing security sensitive duties, duties in connection with drug-enforcement operations, or has access to security sensitive areas of the Butler County Jail.

(c) The Employer may require all applicants for hire, promotion, or transfer in the Department to submit to drug or alcohol testing as a condition for hire, promotion, or transfer.

4. Order to Submit to Testing. In any case where an Employee is ordered to submit to drug or alcohol testing on the basis of a reasonable suspicion that the Employee has illegally used drugs at any time, or is impaired by the use of alcohol while on duty, within forty-eight (48) hours of the time the Employee is ordered to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice setting forth the facts and inferences which form the basis of the order to test. This requirement does not apply to any random drug or alcohol testing permitted by this Article. Refusal to submit to any ordered alcohol or drug test

may subject the Employee to discipline for insubordination.

Nothing in this Article shall be deemed to limit the Employer's right to order a medical examination to verify proper use of sick leave, pursuant to Article XVI, Section 12 of this Agreement, including blood tests to determine intoxication or impairment.

5. Procedures and Requirements for Testing.

In conducting the testing authorized by this Agreement, the Employer shall:

(a) Use only a clinical laboratory or hospital facility certified by the State of Ohio to perform drug and/or alcohol testing. In the case of alcohol testing, the Employer may use in-house breathalyzer equipment; provided, however, that if the person performing the test is of a lower rank than the Employee being tested, the Employer shall test for alcohol through urine or blood testing as provided in this Agreement.

(b) Establish a chain of custody procedure for both the sample collection and testing to ensure the integrity of each sample and test result.

(c) Collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the Employee.

(d) Collect samples in such a manner as to preserve to the extent reasonably practicable the individual Employee's right of privacy while insuring a high degree of security for the sample and its freedom from tampering or adulteration. Employees submitting a urine sample shall not be visually witnessed by anyone during the submission unless (1) the laboratory or facility does not have a "clean room" for submitting samples, or (2) there are reasonable grounds to suspect that the Employee may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's choosing, at the Employee's own expense; provided, however, that the Employee must submit a copy of the test results to the Employer within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug.

(h) Require, with regard to alcohol testing for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive; provided, however, that the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .05 demonstrates that the Employee was under the influence of alcohol. With regard to other drugs and substances for which testing may be required, the Employer shall designate, in conjunction with the laboratory or hospital facility, the minimum thresholds for a positive test result with regard to each particular drug or substance. The Employer shall provide to the Union a copy of the testing protocol to be used by the testing facility, including the agreed minimum threshold for a positive test result from each substance being tested for.

Upon the Union's request, the Employer will meet and confer with the Union regarding any concerns or objections regarding the designated thresholds.

(i) Provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results thereof.

6. Right to Contest.

The Employee or the Union may contest any alleged violation of this procedure, or discipline based on the results of drug or alcohol testing, as otherwise provided in this Agreement. Any such grievance shall commence at Step 2 of the grievance procedure. No applicant not currently employed by the Department is entitled to use this grievance procedure for any purpose, including claims of violations of this Article. With regard to any Employee, the grievance and arbitration procedures of this Agreement are the sole and exclusive remedy for any claim that the Employer has violated the requirements of this Article or taken improper disciplinary action against the Employee.

7. Voluntary Request for Assistance.

An Employee may voluntarily come forward to request assistance for treatment, counseling, or other assistance, through an Employee Assistance Program or otherwise, for an alcohol or drug-related problem, and the Employer shall not take disciplinary action against the Employee solely based on this request for assistance, other than reassigning the Employee, placing the Employee on accrued leave, or placing the Employee on leave without pay if unfit for duty in his or her current assignment. The foregoing is expressly conditioned upon:

(a) The Employee agreeing to enter and complete appropriate treatment as determined by the physician or treatment facility involved;

(b) The Employee's complete discontinuation of the use of illegal drugs or the

abuse of alcohol or prescribed medications;

(c) The Employee completes the course of treatment prescribed, including any recommended "after-care" group, for a period of up to twelve (12) months; and

(d) The Employee agrees to submit to random drug and alcohol testing during hours of work during the period of "after-care," and the number of such random tests shall not be limited by the provisions of Section 3(b) of this Article.

Any Employee who does not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation if it is determined that the risk of the Employee's use of drugs or alcohol may prevent the Employee from performing the duties of his or her position or whose continuance in active status would pose a threat to the property and safety of others. In such cases, the Employee shall be afforded the opportunity, on request and subject to appropriate verifications, to use accumulated paid leave or to take an unpaid leave of absence pending treatment, as provided in this Agreement.

ARTICLE XXVII

Employee Assistance Program

The Employer shall maintain an Employee Assistance Program to provide services to the Employee and eligible family members. The Employer shall, in its discretion, select the provider and determine the cost of the program.

ARTICLE XXVIII

Tuition Reimbursement

1. The Employer shall offer a program of tuition reimbursement for full-time Employees with two (2) or more years of service with the Employer who qualify therefor in accordance with the provisions of this Article.

2. Amount.

(a) Upon the prior approval of the Employer under the Standards of Section 3, the Employee is entitled to be reimbursed for tuition reimbursement in an amount not to exceed $750 per semester or quarter, or $1,500 for the academic year, per Employee. The term "academic year" shall be defined according to the schedule of the institution attended. An Employee may not apply for reimbursement for more than seventy-five percent (75%) of the tuition cost in any quarter or semester. The seventy-five percent (75%) limitation shall be applied after deducting the amount of any funds received by third-party sources, such as grants and scholarships, but not loans that must be repaid.

(b) The aggregate total of tuition reimbursement for all Employees in the Butler County Sheriff's Office shall not exceed $3,000 in any one calendar year for all bargaining units represented by Butler County Sheriff's Wage and Benefit Committee. If the total funds available are insufficient to meet the amounts requested, the Employer may determine who shall participate based on the standards of Section 3.

(c) Reimbursement under this Article is available only for tuition and instructional fees for programs in an accredited two- or four-year college or university, based on fee statements submitted by the college or university, and not for any other costs of transportation, parking, activity fees, books or materials, or other costs of any kind.

Tuition reimbursement is not available for correspondence courses.

(d) An Employee shall be reimbursed only upon satisfactory proof of the successful completion of the course with a grade of "C" or higher, or a grade of "pass" in a system that offers only "pass/fail" grades.

(e) Nothing in this Article shall require the Employer to grant release time, with or without pay, to attend courses for which the Employee is receiving tuition reimbursement pursuant to this Article. Any request for the use of flexible work schedules shall be considered in the sole discretion of the Employer, and the approval or denial of a request for such a schedule is not subject to the grievance and arbitration procedure.

3. Application and Qualification.

(a) Prior to beginning the course for which reimbursement is being requested, the Employee must submit to the Office of Personnel a Request for Tuition Reimbursement. This request must be approved by the Administrative Assistant, the Chief Deputy, and the Sheriff. The discretion to grant or deny final approval lies solely with the Sheriff.

(b) The Employer shall consider the request under the following criteria:

(1) The relevance of the course content to the Employee's job duties or those of a position within the Butler County Sheriff's Office that the Employee may reasonably hope to attain; provided that the Employer may, in the Employer's sole discretion, approve tuition reimbursement for core courses in a basic education requirement for a degree program that does meet this relevance standard;

(2) The Employee's performance, including performance evaluations, disciplinary action, timeliness and up-to-date status of work, and commendations received;

(3) Whether the Employee has regular and consistent attendance;

(4) The Employer's special need for additional education or training among particular classifications, positions, or employees.

(5) The availability of funds within the budget account for training approved by the Board of County Commissioners, and other pending requests for tuition reimbursement within the available funds.

4. An Employee who has applied for tuition reimbursement pursuant to this Article must, as a condition for such reimbursement, enter into a written agreement with the Employer to continue employment with the Butler County Sheriff's Office for a minimum of six (6) pay periods for each quarter or semester for which any reimbursement has been received. The Employee's work commitment will begin to be discharged after the completion of the quarter or semester, and the work commitment for any other quarter or semester must be served consecutively and not concurrently. Only if an Employee works for six (6) consecutive pay periods without receiving any tuition reimbursement under this Article shall the Employee be deemed to have discharged the work obligation for one (1) quarter or semester of reimbursement. An Employee who does not complete the work commitment prior to terminating employment, whether through resignation, retirement, or discharge, is required to return funds received under this Tuition Reimbursement Program to the Employer. The amount of the funds to be returned shall be pro-rated to reflect the portion of the work obligation that the Employee has discharged prior to termination of employment, and such funds may be withheld from remaining paychecks

or other funds due the Employee.

5. The granting or denial of tuition reimbursement is a prerogative of management, and may be subject to the grievance and arbitration procedures; provided, however, that the arbitrator's jurisdiction in any such proceeding is limited to determining whether the Employer violated the express requirements of this Article. The arbitrator shall have no jurisdiction to substitute his or her judgment for the Employer's determination on whether a particular Employee's request is appropriate under the criteria of Section 3(b) of this Article, and determinations of individual eligibility under Section 3(b) are not subject to the grievance and arbitration procedure. The Employer may, upon notice to the Union, reduce the individual and/or aggregated limits on tuition reimbursement, limit the number of credit hours for which reimbursement may be sought, or limit the program to those Employees or classifications where the learning needs are most critical to the Employer.

6. Upon the request of the Union, the Employer shall provide the Union with a list of Employees receiving reimbursement and the amount of such reimbursement under this Article.

7. The Employer shall provide release time and pay the cost of the mandatory continuing education programs required for full-time Paramedics or Paramedic Supervisors to maintain certifications required by the Employer, subject to the Employer's approval of any particular training program and its cost. The Employee must take advantage of any such training offered by another employer when available, even if outside work hours with the Sheriff's Office. The Employer may require the Employee to take advantage of no-cost or lower-cost training when available, or may choose to offer the training internally. The cost of any such approved training shall not be counted against the maximum amount of tuition reimbursement under this Article.

ARTICLE XXIX

Promotions

1. Any Employee who is duly qualified may apply for vacant positions as a Deputy Sheriff on a promotional basis. Nothing in this Section shall be construed to require the Employer to offer preferential consideration to a current Employee over qualified, outside applicants.

2. The Sheriff may continue to make transfers from the Operations Division to Corrections as provided in Article XXIV of this Agreement, and employees who hold the classification of Deputy Sheriff shall remain in that classification notwithstanding such transfer.

3. The following provisions govern promotions to the rank of Deputy Sheriff/Corrections Lieutenant:

(a) All vacancies in positions in the classification of Deputy Sheriff/Corrections Lieutenant shall be filled by promotion from among Employees in the rank of Deputy Sheriff/Corrections Sergeant who have at least two (2) years seniority in that rank. The Sheriff shall determine, in his sole discretion, whether a vacancy exists requiring a promotion, as provided in the collective bargaining agreements.

(b) The Sheriff shall post any vacancy in the classification of Corrections Lieutenant for a period of ten (10) calendar days. The Sheriff shall in his discretion appoint Corrections Lieutenants from among the qualified applicants based on demonstrated skill, relevant experience, past performance, and the future ability to perform the new position, and this decision is not subject to the grievance and arbitration procedure.

ARTICLE XXX

Residency Requirement

1. All newly hired Employees who reside outside of Butler County are required to establish and thereafter maintain their primary residence within Butler County or a county directly bordering Butler County in Ohio or Indiana. The Employee must complete any such move or to within one hundred twenty (120) days of employment, provided, however, that the Sheriff may grant or deny a requested extension within his sole discretion depending on the Employee's personal circumstances.

2. Current Employees who reside outside of the limits set forth in Section 1 of this Article, with the permission of the Sheriff, may continue to do so provided that they continue to reside at the same address. If the Employee changes residences in the future, the Employee must relocate and maintain his or her primary residence to within the limits set forth in Section 1 of this Article, and must immediately so notify the Sheriff with a copy to the Personnel Office of the Sheriff's Office.

3. All Employees must complete and return a residency affidavit prepared by the Personnel Office.

4. All newly hired Employees must complete an applicant's affidavit confirming their intention to establish and maintain residency within the limits set forth in Section 1 of this Article as provided in this Article prior to hire.

5. The Sheriff may grant exceptions to this policy in cases where the Employee and his or her spouse are subject to conflicting residency requirements imposed by their respective employers.

6. It is the intent of the parties that the ratification of this Agreement by the Board of

County Commissioners constitutes the establishment of a policy requiring residency within the County or any adjoining counties.

ARTICLE XXXI

Health and Safety

The Employer shall offer at no cost to all Employees with direct contact with inmates vaccinations for hepatitis-B and influenza, and tests for exposure to tuberculosis. Where indicated, the Employer shall also offer follow-up antibody testing to verify continued immunity to hepatitis-B.

ARTICLE XXXII

Personnel Files

1. Within a reasonable time of request, an Employee may inspect his or her personnel file, provided such requests have not been made with unreasonable frequency. The following requirements govern such requests:

(a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer. With prior notification to the Employer, the Employee may have a representative present during such inspection. The Employee may designate, by presentation of a signed, written authorization, a representative to inspect the Employee's personnel file in his or her place, subject to the other provisions of this Article.

(b) If the Employee objects to any item in the personnel file, he or she may

provide written clarification or explanatory response for inclusion in the file.

(c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.

(d) The Employee shall receive a copy of any written disciplinary action placed in his or her personnel file.

2. In the event any person or organization other than an official, employee, or agent of Butler County, the Union, or a state or federal agency, has requested to inspect a current Employee's personnel file or other records relating to that Employee's performance, the Employer shall attempt to notify the Employee at work or using the telephone number provided by the Employee. The Employer's obligation to notify the Employee under this Section is satisfied by attempting to reach the Employee and leaving a message, if possible. The Employee may request to inspect his or her personnel file no later than 24 hours of the notification in order to object to the release of any item that the Employee does not believe is a public record under Ohio law. It is not a basis to extend this inspection period that an Employee is on leave or unavailable, although the Employee may designate a Union representative to inspect the file and make objections in his or her stead within this period. The Employer will redact items in the personnel file that do not fit the definition of public record under Ohio law prior to releasing the records. The parties understand that the notification and inspection provisions of this Section may not inhibit the timely release of public records pursuant to a lawful request. This provision for notification and opportunity for inspection does not apply to any former Employee.

3. If an Employee or the Union believe that any information contained within a personnel file or other personnel records is not a public record or otherwise may not be disclosed pursuant to federal or state law, then the Employee or Union shall immediately notify the

Employer, in writing, of the objection, and the Employer shall determine the validity of the objections prior to releasing the information. The determination of whether or not items are public records is a matter of Ohio law, and is not subject to the grievance and arbitration procedure.

4. An Employee may submit a request in writing, to the Major, Chief Deputy, or Sheriff, to remove a disciplinary action from his or her personnel file to be placed in a separate record. Such requests may be made no more often than once per year. The Sheriff's decision in response to such a request lies in the Sheriff's sole discretion, and is not subject to the grievance and arbitration procedure.

ARTICLE XXXIII

Waiver in Case of Emergency

1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Board of Commissioners, or the Butler County Sheriff, resulting from acts of God, civil disorder, or other causes of an unforeseen nature, the following conditions of the Agreement shall automatically be suspended for the duration of the emergency:

(a) Time limits for the Employer's or the Union's replies on grievances; and

(b) All work rules, provisions, and practices relating to the assignment of Employees when it is not reasonably possible to follow such work rules, provisions, or practices during the emergency.

2. Upon the termination of the emergency, should 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 the grievances had properly progressed.

ARTICLE XXXIV

Physical Fitness Standards

The Sheriff shall offer all Employees the opportunity during scheduled work hours to demonstrate their ability to meet the physical fitness standards set for members of the SWAT team. Tests will be conducted at multiple times in order to accommodate Employee work schedules, but Employees will not receive multiple opportunities to pass the test in any one year. Employees who achieve a passing score shall earn a $200.00 cash bonus, to be paid with the first pay check in December. The test is strictly voluntary, and neither the Employee's decision to take or not take the test nor a failing score on the test will have any adverse effect on his or her employment. The standards that an Employee must pass to earn the bonus are set forth in the form below. The run is one mile, and the sit-up and push-ups must each be performed within a one-minute period. The Employee must achieve a total score of 12 points, and must pass each test with at least 1 point for that component.

Male Age 20 - 29

Points	1	2	3	4	5	6
Run	9:36	9:04	8:32	8:00	7:28	6:56
Push Ups	27	29	31	33	35	37
Sit Ups	32	36	38	40	42	45

Male Age 30 - 39

Points	1	2	3	4	5	6
Run	9:58	9:25	8:51	8:18	7:45	7:12
Push Ups	22	23	25	27	29	31
Sit Ups	29	32	34	36	38	40

Male Age 40 - 49

Points	1	2	3	4	5	6
Run	10:16	9:42	9:09	8:36	8:30	7:30
Push Ups	17	19	20	21	22	23
Sit Ups	25	27	29	31	33	35

Male Age 50 or Above

Points	1	2	3	4	5	6
Run	11:36	10:58	10:20	9:42	9:04	8:26
Push Ups	12	13	14	15	16	17
Sit Ups	21	22	24	26	28	29

Female Age 20 - 29

Points	1	2	3	4	5	6
Run	11:20	10:44	10:08	9:30	8:52	8:16
Push Ups	15	16	17	18	19	20
Sit Ups	28	30	32	35	38	40

Female Age 30 - 39

Points	1	2	3	4	5	6
Run	12:10	11:29	10:48	10:05	9:22	8:41
Push Ups	11	12	13	14	15	16
Sit Ups	22	23	25	27	29	31

Female Age 40 - 49

Points	1	2	3	4	5	6
Run	12:50	12:09	11:30	10:45	10:00	9:21
Push Ups	10	11	12	13	14	15
Sit Ups	18	19	20	22	24	25

Female Age 50 or Above

Points	1	2	3	4	5	6
Run	14:30	13:41	12:53	12:05	11:17	10:29
Push Ups	8	9	10	11	12	13
Sit Ups	14	15	16	17	18	19

ARTICLE XXXV

Duration

1. This Agreement shall become effective as of the date of ratification by the membership of the Union and the Board of County Commissioners, and shall continue until May 3, 2013.

2. Thereafter, it shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least sixty (60) days prior to the expiration of the term or the extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

FOR THE UNION:

Stephen S. Lazarus
Counsel for the Union

FOR THE EMPLOYER:

Richard K. Jones
Sheriff

Neale Curwin
Corrections Sergeant

Paul R. Berninger, Attorney
Counsel for the Employer

Kevin Grathwohl
Corrections Sergeant

Norman E. Lewis
Major

Joshua Bowling
Corrections Officer

Vickie Jo Barger
Finance Director

Kevin Tendam
Corrections Officer

APPENDIX A

BUTLER COUNTY SHERIFF'S OFFICE

123 Court Street ¢ Hamilton, OH 45011

FAMILY AND MEDICAL LEAVE ACT POLICY

EFFECTIVE DATE: February 5, 1994

I. INTRODUCTION. On February 2, 1993, President Clinton signed into law the Federal Family and Medical Leave Act providing unpaid leaves to employees for the birth, adoption or foster placement of a child, the employee's own serious illness, or the serious illness of a child, spouse or parent.

II. WHEN EFFECTIVE.

A. **Non-Organized Employees.** The Act is generally effective August 5, 1993.

B. **Employees Covered by a Collective Bargaining Agreement.**
For the employees covered by a collective bargaining agreement the effective date is the earlier of the date the collective bargaining agreement expires or February 5, 1994.

NOTE: Any leave taken prior to the effective date of the Act may not be counted as leave for FMLA purposes.

III. DEFINITIONS.

A. **"Son or Daughter"** means a biological, adopted, or foster child, a stepchild, a legal ward or a child or a person standing *in loco parentis* ("in place of a parent") who is either less than 18 years of age, or who is 18 years of age or older and is incapable of self care because of a physical or mental disability. "Incapable of self care" means the individual requires active assistance or supervision to provide daily self care in several of the activities of daily living, including: grooming, hygiene, bathing, dressing, eating, taking public transportation, maintaining a residence, etc.

B. **"Spouse"** means a husband or wife as defined or recognized under State law, including common-law marriages in Ohio entered into on or before October 9, 1991. Domestic partners are not covered, however.

C. **"Health Care Provider"** means any of the following licensed or certified professions: a doctor of medicine or osteopathy, podiatrists, dentists, clinical psychologists, chiropractors (limited to treatment consisting of manual manipulation of the spine to correct subluxation as demonstrated by x-rays to

exist), nurse practitioners and nurse midwives, and Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee relies on a Christian Science practitioner the employer may require a second opinion from a medical doctor.

D. **"Parent"** means the biological parent or a person who stood *in loco parentis* to the employee. Parents-in-law are not included.

E. **Twelve-month period** for determining whether 12 week entitlement has been exhausted means the period established by the employer. The Board of Butler County Commissioners establishes a uniform rolling twelve (12) month period measured backward from the first date of the FMLA leave as the method for computing this 12-month period.

IV. COVERAGE.

A. Employers.

All Butler County agencies will be covered by the FMLA.

B. Employees.

To be eligible for FMLA benefits an employee must have worked for the employer in the following capacity:

1. For at least 12 months (the 12 months of employment need not be consecutive and the employee need not work full time. Any week in which an employee was on the employer's payroll for any part of the week counts toward the required 12 months employment. Further, the 12 months employment need not immediately precede the leave.); and

2. Worked at least 1,250 hours during the 12 months immediately preceding the start of the leave.

C. Health Conditions Covered.

The threshold question for the medical leaves under the Act is whether a "serious health condition" exists.

1. Serious health condition means an illness, impairment, or physical or mental condition that involves:

    a. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, nursing home, or a hospice; or

b. Any period of incapacity requiring absence from work, school or other regular daily activities, of more than three *consecutive* calendar days, that also involves continuing treatment by or under the supervision of a health care provider; or

c. Any period of incapacity due to a chronic serious health condition, defined as a condition that:

1) Requires periodic visits for treatment by a health care provider, or nurse, or physician's assistant under the health care provider's supervision;

2) Continues over an extended period of time, including recurring episodes of a single, underlying condition; and

3) May cause episodic rather than a continuing period of incapacity, such as asthma, diabetes, epilepsy, and similar conditions; or

d. For prenatal care.

Examples of "serious health conditions" cited in the Senate record and the Department of Labor (DOL) comments include: heart attacks, heart bypass operations and procedures, "most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, injuries from serious accidents, ongoing pregnancy, miscarriages, complications or illnesses related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth and recovery from childbirth." An employee is unable to perform the duties of the job if the employee is unable to work at all or is unable to perform any of the essential functions of the job as defined by the Americans with Disabilities Act (ADA).

2. **Continuing Treatment.** The continuing treatment by a health care provider means one or more of the following:

a. The employee or family member is treated two or more times for the injury or illness by a health care provider or by a provider of health care services under direction of a health care provider; or

b. The employee or family member is treated by a health care provider on at least one occasion and is given a regimen of continuing treatment under the supervision of the health care provider; or

c. The employee or family member is under the continuing supervision of a health care provider for a long-term or chronic condition or disability which is permanent or long-term and for which treatment may not be effective.

V. LEAVES AVAILABLE.

The employee is entitled to up to twelve weeks of "family leave" in any 12 month period for any of the following events:

A. Birth, Adoption, or Foster Care.

1. An employee is entitled to unpaid leave for:

   a. Birth of the employee's child;

   b. Placement of child for adoption or as precondition to adoption;

   c. Placement of a child in foster care.

2. Entitlement expires 12 months after birth, adoption, or placement.

3. Spouses who are both employed by Butler County are only entitled to 12 weeks of combined, aggregate leave for the birth, adoption, or foster care of a child. The two employed parents may split the time in any manner they choose, however, upon the employer's approval.

B. Care of Child, Spouse, or Parent with Serious Health Condition.

1. An employee is entitled to leave to care for the employee's child, spouse, or parent who has a "serious health condition."

2. To "care for" includes caring for either physical or psychological needs. The employer may request verification that the employee is needed to provide care or that the employee's presence will be beneficial to the family member.

C. Employee Personal Illness. An employee with a "serious health condition" that renders the employee unable to work is entitled to "FMLA leave."

VI. PROCEDURAL REQUIREMENTS.

A. Medical Certification.

1. **Requirement.** When an employee requests personal medical leave or

leave to care for a seriously ill child, spouse, or parent, the employer may require an employee to provide medical certification from an appropriate health care provider. The information that may be required in this certification under FMLA includes:

a. The identity of the medical professional and the type of practice;

b. The date the serious health condition commenced and its probable duration;

c. The certification of which part of the definition of "serious health condition," if any, applies to the patient's condition, and the medical facts which support the certification, including a brief description of how the medical facts meet the criteria of the definition;

d. A description of the treatment, including the number of visits, and the nature, frequency, and duration of treatments;

e. An indication whether inpatient hospitalization is required;

f. If the requested leave is for a serious health condition of the employee, a description of the extent to which the employee is unable to perform his or her job duties, including the likely duration of the employee's incapacity;

g. If the requested leave is to care for a seriously ill family member, a statement that the employee is needed to care for the employee's spouse, child, or parent, and the amount of time needed to provide the care.

h. If the employee is requesting partial or intermittent leave, information regarding the need for and the schedule of treatment.

The Certificate of Physician or Practitioner Form OP-93-1 should be completed and attached to the Request for Leave Form.

2. **Additional Certification**. For employee medical leave the County may, at the County's expense, require the employee to obtain the opinion of a second health care provider chosen by the employer. If the two health care providers disagree about any of the information in the certification, the parties may mutually select a third medical provider at the employer's expense. The decision of the third provider shall be final and binding.

3. **Recertification.** An employer may request recertification at reasonable

intervals, but not more often than every 30 days. The employer may request more often, however, if the employee requests an extension, circumstances change, or the validity of an initial certification is questioned.

4. **Fitness for Duty.**

a. An employer may have a uniformly applied policy or practice that requires all employees who take leaves for similar purposes to obtain certification of fitness to return to work. If state or local law or the collective bargaining agreement governs an employee's return to work, those provisions shall apply.

b. An employer may deny return to employment until the certification is submitted.

B. Scheduling Leave

1. **Advance Notice.**

a. **Foreseeable or Planned Leave.** An employee must provide the employer with at least 30 days notice of the need for leave for birth, adoption, foster care or planned medical treatment when the need for the leave is foreseeable.

b. **Unforeseeable.** Where circumstances make 30 days' notice impossible, the notice must be given as soon as practicable, typically within one or two days of the employee learning of the need for the leave.

c. **Form of Notice.** The employee should provide notice either in person, by telephone, by telegraph, by fax or by other electronic means. Notice may be given by an employee representative if the employee is unavailable to do so.

2. **Not Unduly Disruptive.** In any case in which the need for leave is foreseeable based on planned treatment or supervision, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer's operation.

3. **Partial Absences.** The law provides that leave can be taken intermittently or on a reduced schedule. Thus, employees may take leave in noncontinuous increments, *e.g.*, every afternoon, two days per week, one week each month, etc.

a. Family leave for birth, adoption or foster care can only be taken on

an intermittent or reduced basis if the employer and employee agree.

b. Medical leave may be scheduled as medically necessary.

c. An employer may temporarily transfer an employee taking intermittent or reduced schedule leave to a position more suitable for recurring periods of absence to better accommodate the leave. Employees cannot be penalized by the transfer. Therefore, the wages and benefits must remain the same.

C. Employer Action.

1. An employer can deny a requested leave if the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care.

2. An employer may deny a requested leave if the employee does not provide the required medical certification within 15 calendar days after being requested to do so unless the employee was unable to comply because of the need for emergency health care.

VII. SUBSTITUTION OF EMPLOYER-PROVIDED LEAVE FOR STATUTORY LEAVE.

A. Substitution. The County will require substitution of any unused, accrued paid leave under the following circumstances:

1. Sick leave, vacation or personal leave otherwise available must be used for any portion of statutory leave for personal or family illness. The County is not required, however, to provide paid sick leave or medical leave in any situation in which the employee would not be eligible for paid leave in the absence of the FMLA.

2. For any other purpose for which the employee may be eligible for FMLA leave, the employee will be required to exhaust all paid vacation leave, personal leave, or other available paid leave (other than compensatory time off) prior to using unpaid leave under the FMLA.

B. Leave Credited. Where the employee has substituted paid leave for all or a portion of a FMLA leave, the paid leave used will be counted toward the employee's annual allotment of 12 weeks of FMLA leave.

VIII. OTHER RIGHTS AND BENEFITS.

A. Rights and Benefits During Leave.

1. **Wages or Salary.** The Family and Medical Leave Act provides only for unpaid leave; and employer is not required to pay the employee while on statutory family or medical leave. As noted in Part VII above, however, under some circumstances there may be substitution of accrued paid leaves.

2. **Health Insurance.** While an employee is on family or medical leave the County must maintain coverage under any group health plan for the duration of the family or medical leave at the same level and under the same conditions as that coverage would have been provided if the employee had continued in employment from the date the employee commenced the family or medical leave until the date the employee was restored to employment.

   An employer may require the employee to continue to make any contribution to a group health plan that the employee would have made if the employee had not taken family or medical leave. If an employee is unable or refuses to make the contribution to the group health plan, the employee shall forfeit the health plan benefit until the employee is restored to employment.

   a. An employee has no obligation to continue health insurance benefits during the leave. If the employee chooses not to continue, the employer must provide re-enrollment without additional qualifying requirements, *e.g.*, physical exam.

   b. The employee can be required to pay the employee's share of premiums if the employer requires the same of the other employees on leaves of absence and if the employer gives the employee written notice to make the payment in any of the following ways:

      1) pay employer or insurance carrier at time of regular payroll deductions;

      2) pay on COBRA schedule (but with no administrative fee);

      3) prepay at employee's option.

   c. If the insurance lapses for nonpayment of premiums, the employee must be allowed to re-enroll without limitations or qualifications.

   d. Note that the County may recover employer-paid premiums if the

employee fails to return from leave except when the failure to return is because of a continuing serious health condition or circumstances beyond the employee's control.

3. **Accrual of other Benefits.** With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on statutory family or medical leave.

B. Rights and Benefits Upon Return From Leave.

1. **Return to Former Position.** An employee returning from family or medical leave is entitled to the position held before the leave began, if the position is vacant. If, however, the former position is not vacant, the employee must be returned to "an equivalent position having equivalent employment benefits, pay, and other terms and conditions of employment."

   If an employee would have been terminated during statutory leave for legitimate business reasons, such as a layoff or other reduction in force, the employee has no reinstatement right.

2. **Nonforfeiture.** Accrued benefits cannot be forfeited. However, if benefits would have been changed had the employee not taken leave, the change can take effect.

IX. KEY EMPLOYEES.

Under very limited circumstances an employee who is identified as a "key" employee may be denied restoration to employment.

A. Key Employee Defined. A key employee is an employee who is salaried, and is among the highest paid 10% of the employees employed within 75 miles of his or her work site. To determine who is the highest paid 10%, year-to-date earnings as of the date leave is requested are considered.

B. Denial of Restoration. An employer may deny restoration to a "key employee" only if necessary to prevent substantial and grievous economic injury to the operations of the employer.

C. Rights of Key Employees. The employer has a number of obligations to a key employee:

1. The employer must notify the employee of key employee status;

2. The employer must inform the employee if the employer believes there is a possibility the employee will not be restored at the end of the leave;

3. If the key employee elects not to return to work upon receiving the employer's notice, the employer must continue to maintain health benefits without recovery of employee shared premiums during the period of the leave;

4. The key employee may request reinstatement at the end of the leave. If reinstatement is denied at that time, the employer must notify the employee, in writing, that substantial and grievous economic injury would result from reinstatement.

X. PROHIBITIONS.

A. Non-Interference. Employers are prohibited from interfering with, restraining, or denying the exercise by employees of any rights under the Act.

B. Non-Discrimination. Employers are prohibited from discharging or discriminating against persons who oppose practices that are unlawful under the Act. Employees have the right to:

1. Oppose a prohibited practice;

2. File, institute, or cause charge to be instituted;

3. Assist or intend to assist investigation or proceeding; and

4. To testify.

XI. NOTICE REQUIREMENT.

Covered employers must post a notice describing the Act's provisions. The County is also furnishing additional notice and information by including the federal family medical leave benefits description in personnel manuals, employee handbooks, and other written materials.

XII. ENFORCEMENT.

A. Right to Bring Action. The Secretary of Labor can enforce the Act in accordance with the FLSA enforcement procedures. In addition, an individual employee can enforce the Act through civil action in any Federal or State court of competent jurisdiction.

B. Time Limits. Actions for relief must be brought in writing not later than 2 years after the date of the last event constituting an alleged violation, or within 3 years of the last event if the violation is willful.

C. **Remedies.** Available remedies include reinstatement, back pay, employment benefits, actual monetary losses, such as the cost of providing care, and attorneys' fees. Further, if the employer acts in bad faith, double damages will be awarded. Finally, an employer is subject to a fine of $100 per day for failure to post the appropriate notice.

XIII. **RECORDKEEPING.** An employer must make, keep, and preserve records regarding compliance with the Family Medical Leave Act. The records need not be kept in any particular order or form but must include:

1. Basic payroll and identifying employee data;

2. Dates FMLA leave is taken, including hours of leave, if applicable;

3. Copies of all written notices;

4. Any documents describing employee benefits or employer policies regarding paid and unpaid leaves;

5. Premium payments of employee benefits;

6. Records of any employer/employee disputes over the FMLA;

Employers are not required to submit records to the government unless specifically requested to do so by the Department of Labor.

LETTER AGREEMENT

Under the collective bargaining agreements before 2007, Employees were entitled to an additional week of vacation upon completion of their eighth, fifteenth, or twenty-fifth year of service, in addition to starting to accrue at the higher rate each pay period in the following year. Under the new collective bargaining agreement in 2007, Employees will start to earn three weeks of vacation upon completion of five years, four weeks upon completion of ten years, and five weeks upon completion of twenty years. Employees who have already passed those five, ten, and twenty year thresholds, but who have not yet received the extra week of vacation because they were not then eligible, shall receive an extra forty hours of vacation leave credited to them after the ratification of this Agreement. Employees who have already received the extra week of vacation for reaching the three-, four-, or five-week threshold, however, shall not be eligible to get a second week of vacation for passing that threshold under this provision. The intent of this provision is for Employees to be treated as they would have been if the new thresholds had been then in effect, provided that no Employee will retroactively receive a higher, biweekly rate for actual accrual of vacation.

FOR THE UNION:

N/A
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Counsel for the Union

N/A
Jessup Gage
Co-Counsel for the Union

FOR THE EMPLOYER:

N/A
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Sheriff

N/A
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N/A

Diana Dunn
Corrections Sergeant

N/A

William Bowling
Corrections Sergeant

N/A

William M. Stump
Major

N/A

Norman E. Lewis
Major

N/A

Vickie Jo Barger
Finance Director

N/A

Sheila G. Robinson
Human Resources Director

2010 SHERIFF'S OFFICE WAGE RATES

TITLE	HOURLY RATE	WEEKLY RATE	BI-WEEKLY RATE	ANNUAL RATE
Dep.Sheriff / Corr.Lt. VI	$32.13	$1,285.02	$2,570.04	$66,820.92
Dep.Sheriff / Corr.Lt. V	$31.19	$1,247.59	$2,495.18	$64,874.55
Dep.Sheriff / Corr.Lt. IV	$30.28	$1,211.25	$2,422.51	$62,985.22
Dep.Sheriff / Corr.Lt. III	$29.40	$1,175.97	$2,351.94	$61,150.52
Dep.Sheriff / Corr.Lt. II	$28.54	$1,141.72	$2,283.44	$59,369.39
Dep.Sheriff / Corr.Lt. I	$27.71	$1,108.47	$2,216.93	$57,640.20
Dep.Sheriff / Corr.Sgt. VI	$27.94	$1,117.41	$2,234.81	$58,105.10
Dep.Sheriff / Corr.Sgt. V	$27.12	$1,084.86	$2,169.73	$56,412.87
Dep.Sheriff / Corr.Sgt. IV	$26.33	$1,053.26	$2,106.53	$54,769.65
Dep.Sheriff / Corr.Sgt. III	$25.56	$1,022.58	$2,045.17	$53,174.37
Dep.Sheriff / Corr.Sgt. II	$23.89	$955.72	$1,911.43	$49,697.25
Dep.Sheriff / Corr.Sgt. I	$22.56	$902.23	$1,804.47	$46,916.15
Dep.Sheriff / Corr.Off. VII	$22.31	$892.47	$1,784.94	$46,408.40
Dep.Sheriff / Corr.Off. VI	$21.66	$866.47	$1,732.94	$45,056.55
Dep.Sheriff / Corr.Off. V	$21.03	$841.24	$1,682.47	$43,744.33
Dep.Sheriff / Corr.Off. IV	$20.42	$816.73	$1,633.47	$42,470.13
Dep.Sheriff / Corr.Off. III	$18.73	$749.39	$1,498.78	$38,968.38
Dep.Sheriff / Corr.Off. II	$17.16	$686.35	$1,372.69	$35,689.97
Dep.Sheriff / Corr.Off. I	$15.27	$610.88	$1,221.77	$31,765.90

2011 SHERIFF'S OFFICE WAGE RATES

TITLE	HOURLY RATE	WEEKLY RATE	BI-WEEKLY RATE	ANNUAL RATE
Dep.Sheriff / Corr.Lt. VI	$32.13	$1,285.02	$2,570.04	$66,820.92
Dep.Sheriff / Corr.Lt. V	$31.19	$1,247.59	$2,495.18	$64,874.55
Dep.Sheriff / Corr.Lt. IV	$30.28	$1,211.25	$2,422.51	$62,985.22
Dep.Sheriff / Corr.Lt. III	$29.40	$1,175.97	$2,351.94	$61,150.52
Dep.Sheriff / Corr.Lt. II	$28.54	$1,141.72	$2,283.44	$59,369.39
Dep.Sheriff / Corr.Lt. I	$27.71	$1,108.47	$2,216.93	$57,640.20
Dep.Sheriff / Corr.Sgt. VI	$27.94	$1,117.41	$2,234.81	$58,105.10
Dep.Sheriff / Corr.Sgt. V	$27.12	$1,084.86	$2,169.73	$56,412.87
Dep.Sheriff / Corr.Sgt. IV	$26.33	$1,053.26	$2,106.53	$54,769.65
Dep.Sheriff / Corr.Sgt. III	$25.56	$1,022.58	$2,045.17	$53,174.37
Dep.Sheriff / Corr.Sgt. II	$23.89	$955.72	$1,911.43	$49,697.25
Dep.Sheriff / Corr.Sgt. I	$22.56	$902.23	$1,804.47	$46,916.15
Dep.Sheriff / Corr.Off. VII	$22.31	$892.47	$1,784.94	$46,408.40
Dep.Sheriff / Corr.Off. VI	$21.66	$866.47	$1,732.94	$45,056.55
Dep.Sheriff / Corr.Off. V	$21.03	$841.24	$1,682.47	$43,744.33
Dep.Sheriff / Corr.Off. IV	$20.42	$816.73	$1,633.47	$42,470.13
Dep.Sheriff / Corr.Off. III	$18.73	$749.39	$1,498.78	$38,968.38
Dep.Sheriff / Corr.Off. II	$17.16	$686.35	$1,372.69	$35,689.97
Dep.Sheriff / Corr.Off. I	$15.27	$610.88	$1,221.77	$31,765.90

2012 SHERIFF'S OFFICE WAGE RATES

TITLE	HOURLY RATE	WEEKLY RATE	BI-WEEKLY RATE	ANNUAL RATE
Dep.Sheriff / Corr.Lt. VI	$33.42	$1,336.93	$2,673.87	$69,520.59
Dep.Sheriff / Corr.Lt. V	$32.77	$1,310.72	$2,621.44	$68,157.46
Dep.Sheriff / Corr.Lt. IV	$31.81	$1,272.54	$2,545.08	$66,172.17
Dep.Sheriff / Corr.Lt. III	$30.89	$1,235.48	$2,470.96	$64,244.97
Dep.Sheriff / Corr.Lt. II	$29.99	$1,199.49	$2,398.98	$62,373.45
Dep.Sheriff / Corr.Lt. I	$29.11	$1,164.55	$2,329.11	$60,556.83
Dep.Sheriff / Corr.Sgt. VI	$29.06	$1,162.55	$2,325.10	$60,452.61
Dep.Sheriff / Corr.Sgt. V	$28.49	$1,139.75	$2,279.51	$59,267.16
Dep.Sheriff / Corr.Sgt. IV	$27.66	$1,106.56	$2,213.12	$57,541.24
Dep.Sheriff / Corr.Sgt. III	$26.86	$1,074.33	$2,148.66	$55,865.18
Dep.Sheriff / Corr.Sgt. II	$26.08	$1,043.04	$2,086.07	$54,237.91
Dep.Sheriff / Corr.Sgt. I	$24.37	$974.83	$1,949.66	$50,691.12
Dep.Sheriff / Corr.Off. VII	$23.21	$928.53	$1,857.05	$48,283.37
Dep.Sheriff / Corr.Off. VI	$22.76	$910.32	$1,820.64	$47,336.61
Dep.Sheriff / Corr.Off. V	$22.09	$883.80	$1,767.60	$45,957.57
Dep.Sheriff / Corr.Off. IV	$21.45	$858.06	$1,716.12	$44,619.10
Dep.Sheriff / Corr.Off. III	$20.83	$833.07	$1,666.14	$43,319.62
Dep.Sheriff / Corr.Off. II	$19.11	$764.38	$1,528.76	$39,747.65
Dep.Sheriff / Corr.Off. I	$17.50	$700.07	$1,400.14	$36,403.74

Resolution No. 11-04-1848

Resolved By the Board of County Commissioners of Butler County, Ohio, That

The Board does hereby ratify a Collective Bargaining Agreement between the Butler County Sheriff and the Butler County Sheriff's Wage and Benefit Committee for and on behalf of Correction Supervisors within the Sheriff's Department with said agreement to become effective upon the adoption of this Resolution retroactive to the dates set forth on the face of Agreement and said Agreement to continue in effect until May 3, 2013.

Resolution No. 11-04-1848

Requestor : Gary Sheets
Request Date: March 28, 2011

Commissioner Carpenter moved for the adoption of the foregoing resolution. Commissioner Dixon seconded the motion and upon call of the roll the vote resulted as follows:

Commissioner Carpenter	Yea
Commissioner Dixon	Yea
Commissioner Furmon	Yea

Adopted: April 04, 2011

Attest: Dora K. Butler, clerk

CERTIFICATE

The undersigned Clerk of the Board of County Commissioners of Butler County does hereby certify that the foregoing resolution number 11-04-1848 is a true and correct copy of resolution adopted by such Board of County Commissioners on April 4, 2011

Flora R. Butler

Clerk of the Board

Dated: April 4, 2011