



**AGREEMENT BETWEEN THE  
CLERMONT COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND**

13-MED-09-1064  
0340-01  
K30745  
05/12/2014



**FRATERNAL ORDER OF POLICE/  
THE OHIO LABOR COUNCIL, INC.**

**(Emergency Resource Technicians)**

January 1, 2014 – December 31, 2016

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## **ARTICLE 1. AGREEMENT/PROPOSAL**

**Section 1.1.** This Agreement entered into by the Clermont Board of County Commissioners, hereinafter referred to as the “Employer”, and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “FOP/OLC”, or the “FOP”, has as its purpose the following:

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

## **ARTICLE 2: F.O.P. RECOGNITION**

**Section 2.1.** The Employer recognizes the FOP as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include those full-time employees employed by the Employer in the classification of Emergency Resource Technician as certified by the Ohio State Employment Relations Board in Case Number 92-REP-06-0119, dated September 10, 1992.

**Section 2.2.** All management level employees, supervisors, confidential employees, professional employees, part-time employees, and all other employees of the Employer not classified as Emergency Resource Technicians are specifically excluded from the bargaining unit.

## ARTICLE 3. NON-DISCRIMINATION

**Section 3.1.** The Employer agrees not to interfere with the rights of the employees to become members of the FOP, and there shall be no disparate treatment, interference, restraint or coercion by the Employer, or any representative of the Employer against any legal employee activity in an Official capacity on behalf of the F.O.P.

**Section 3.2.** The F.O.P. agrees not to interfere with the rights of employees to not become members of the F.O.P., and there shall be no disparate treatment, restraint, or coercion by the F.O.P. or its representatives against any employee exercising the right to abstain from membership in the F.O.P. or involvement in the F.O.P. activities.

**Section 3.3.** The Employer and the F.O.P. agree not to discriminate against any bargaining unit employee with respect to compensation, and terms or conditions of employment because such individual's race, color, religion, sex, age, national origin, handicap or ancestry.

**Section 3.4.** All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 4. BULLETIN BOARDS/BALLOT BOXES**

**Section 4.1.** The Employer shall provide the Union with a bulletin board, provided that:

- A. Such bulletin board shall be used for posting notices bearing the written approval of the Union Associate or an official representative of the F.O.P., and shall be solely for Union business; and
- B. No notice or other writing may contain anything political, controversial or critical of the Employer or any other institution or any employee or other person; and
- C. Upon request from an appropriate official of the Employer the Union will immediately remove any notice or other writing that the Employer believes violates sub-paragraphs (A) and (B), but the Union shall have the right to grieve such action through the grievance procedure.

**Section 4.2.** The FOP/OLC shall be permitted to temporarily place ballot boxes within the workplace facility, in a location approved by the Employer for the purpose of collecting employees' ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the Employer or non-bargaining unit staff. The Employer shall be given twenty-four (24) hours notice of placement of a ballot box. The ballot box shall be removed within seven (7) days of its placement.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

**Section 5.1.** The term “grievance” shall mean an allegation by a grievant employee that there has been a breach, misinterpretation, or improper application of a specific term of this Agreement. A disciplinary grievance refers to a grievance involving a written reprimand, loss of vacation time or other accrued time off, suspension of record, suspension without pay, removal, reduction in pay, or position.

**Section 5.2.** A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such a grievance shall be defined as a group grievance. The names of each member, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

**Section 5.3.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer’s representative within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure or to arbitration. All time limits on grievances may be extended upon mutual consent of the parties, otherwise, time limits shall be strictly applied. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer’s answer at the last completed step.

**Section 5.4.** Written grievances must be filed on the form provided by the F.O.P. and shall contain, but not be limited to, the following information:

- (a) Date and time grievance occurred,
- (b) Description of incident giving rise to the grievance,
- (c) Articles and sections of the agreement involved,
- (d) Relief requested,
- (e) Signature of the employee,

**Section 5.5.** Disciplinary grievance involving suspensions, reduction in position or discharge are to be appealed directly to Step 3 of the grievance procedure.

**Section 5.6.** It is the mutual desire of the Employer and the F.O.P. to provide for the prompt adjustments of grievances in a fair and reasonable manner, with a minimum interruption of the work schedules. Every reasonable effort shall be made by both the Employer and the F.O.P. to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Step 1.** In order for an alleged grievance to receive consideration under this procedure the grievant, with the appropriate F.O.P. representative, if the former desires, must identify the alleged grievance in writing to the immediate supervisor, within seven (7) working days of the occurrence of the incident giving rise to the grievance, or if the occurrence is not known to the grievant, within seven (7) calendar days of knowledge of the occurrence, but not later than thirty (30) days after the occurrence. The immediate supervisor shall schedule a meeting within seven (7) calendar days after receipt of the grievance, with the grievant and his representative. The immediate supervisor shall investigate and respond in writing to the grievant and/or F.O.P. representative within seven (7) calendar days following the meeting.

**Step 2.** If the grievance remains unsettled, it may be presented within seven (7) calendar days after the immediate supervisor's response to the Director. The Director shall schedule a meeting between the parties within ten (10) calendar days. If a meeting is scheduled, the Director shall have seven (7) calendar days following the meeting in which to respond.

**Step 3.** Grievances unresolved at Step 2 may be submitted to arbitration upon request of the F.O.P. in accordance with the provision of this Article.

**Section 5.7.**

- A. The F.O.P. based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fifteen (15) calendar days from the date of the final answer on a grievance from Step 2, the F.O.P. shall notify the Employer, in writing, of its intent to seek arbitration of an unsolved grievance.
- B. The parties shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the arbitrator shall frame the issue or issues to be decided.
- C. The Employer's representative shall notify the F.O.P. of any question of the arbitrability, and of its intent to raise the question at the arbitration hearing.



D. After receipt of a request to arbitrate, a representative of each party (F.O.P. and Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel of seven (7) arbitrators. The FMCS shall submit a panel of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators, with the F.O.P. striking first, until only one name remains. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreed arbitrator is selected.

E. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decisions:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;
2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, established by the Employer as long as such practice, policy or regulations do no conflict with this Agreement.

**Section 5.8.** The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

**Section 5.9.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

**Section 5.10.** The decision of the arbitrator shall be final and binding on the grievant, the F.O.P., and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

**Section 5.11.** The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours at the day of the hearing.

## ARTICLE 6. MANAGEMENT RIGHTS

**Section 6.1.** Except where the parties have specifically set forth in this Agreement, the Director shall retain all rights imposed upon him by law, to carry out the administration of the Department and the government of the County. The right to manage shall include, but not be limited to:

- A. The right to direct, supervise, hire, promote, and evaluate; to suspend, discipline, or discharge, for cause; to transfer, assign, schedule or retain employees.
- B. The right to relieve employees from duty and determine the number of personnel needed in the Department, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine the overall mission of the Department; maintain and improve the efficiency and effectiveness of the Department, and the County.
- E. The right to make reasonable rules to regulate the Department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the Department in regard to any matter. Rules shall not be inconsistent with any provisions of this Agreement.
- F. The right to take any necessary actions to carry out the mission of the Department in situations of emergency.
- G. The right to determine schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions. Such actions shall not be inconsistent with any provision of this Agreement.
- H. The right to determine the geographical location of County facilities; to establish new units and relocate or disestablish existing units or facilities in part or in total.
- I. The right to schedule overtime work as required and as set forth in Article 18 of this Agreement.

- J. The right to determine the need for additional educational courses; training programs; on-the-job training and cross-training.
- K. The right to establish standards of performance for each job classification within the bargaining unit.

**Section 6.2.** Where the rights, powers and authority itemized above are modified or limited by the express terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights which is in violation of or inconsistent with the express terms of this Agreement is subject to the grievance arbitration procedure.

## **ARTICLE 7. F.O.P. SECURITY**

**Section 7.1.** The Employer agrees to deduct from the pay of the employee, union dues in equal amounts as certified by the union upon receipt of a written authorization executed by the employees for that purpose. The union agrees to hold the employer harmless from all claims arising out of the deduction of such dues.

**Section 7.2.** An employee who authorizes dues deduction during the term of this agreement shall be prohibited from withdrawing such authorization for such term, except that such authorization may be withdrawn between the 90<sup>th</sup> and 60<sup>th</sup> day prior to the expiration of this Agreement.

## **ARTICLE 8. F.O.P. REPRESENTATION**

**Section 8.1.** Non-employee representatives of the F.O.P. shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on duty bargaining unit member employee, provided that arrangement of the contact is not disruptive of the employee's job responsibilities.

**Section 8.2.** One (1) employee selected by the Union to act as Union Representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as the Associate. The Associate may have an alternate who shall act in his/her absence.

**Section 8.3.** No unit meetings or other union activities shall take place during working hours without prior approval of the Director.

**Section 8.4.** No employee shall be recognized by the Employer as an Associate until the F.O.P. has presented the Employer with written certification of that person's selection.

**Section 8.5.** Rules governing the activity of Associates are as follows:

1. The F.O.P. shall not conduct F.O.P. activities in any work area(s) without notifying the Director of the nature of the F.O.P. activity.
2. The investigation and writing of grievances shall be on non-duty time. If grievance meetings are scheduled by the Director during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Employees will not be paid for attendance at grievance meetings outside their regularly scheduled working hours.
3. The F.O.P. may designate three (3) members of the bargaining unit to serve on its negotiating committee. Negotiating committee members shall be released from duty without loss of pay, if the negotiations are scheduled during the employee's regularly scheduled working hours, for the duration of the negotiation meeting and shall return to duty upon completion of the negotiating meeting. The F.O.P. may substitute the alternative Associate for a member of the negotiating committee.

**Section 8.6.** The FOP/OLC Associate, Alternate and Delegate shall be permitted to utilize vacation, compensatory time, personal leave or exchange days not to exceed two (2) consecutive

working days to attend FOP/OLC functions such as seminars, conferences, conventions and training, provided such requests are made within at least seven (7) days of the requested off-days(s).

## **ARTICLE 9. RIGHTS OF BARGAINING UNIT MEMBERS**

**Section 9.1. Political Activity.** Except when on duty or acting in an official capacity, no bargaining unit member shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in such activity as permitted by law.

**Section 9.2. Rights of Bargaining Unit Members During/Under Investigation.** When a bargaining unit member is subjected to questioning in connection with an investigation, for any reason, the following minimum standards shall apply:

1. Questioning of the bargaining unit member shall be conducted at a reasonable hour, preferably when the bargaining unit member is on duty, unless exigent circumstances otherwise require.
2. Questioning of the bargaining unit members shall take place at the offices of those conducting the investigation or the place where such bargaining unit member reports for duty unless the member consents in writing to being questioned elsewhere.
3. If the bargaining unit member is the subject of the investigation, the member shall be informed in writing of the nature of the investigation prior to any questioning.
4. Any questioning of a bargaining unit member in connection with an investigation shall be for a reasonable period of time and shall allow for reasonable periods of rest and personal necessities of the bargaining unit member.
5. The member under investigation shall be entitled to the presence of an F.O.P. Representative at any questioning of the member. A member subjected to questioning during an investigation of a fellow employee, shall not be entitled to representation unless the member has a reasonable belief that answering questions could lead to the discipline of his/herself.
6. A bargaining unit member who is ordered to answer questions shall answer all questions asked of the member, and shall answer all questions truthfully.



## **ARTICLE 10. IN CASE OF EMERGENCY**

**Section 10.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Clermont County Board of Commissioners, the Federal and/or State Legislature, or other competent authority, or where events such as acts of God affect the safety and health of the citizens of Clermont County, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for processing of grievances and;
2. All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 10.2.** Upon termination of the emergency, should valid grievances **exist**, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed.

## **ARTICLE 11. PROBATIONARY PERIOD**

**Section 11.1.** Every newly hired employee shall be required to successfully complete a probationary period. The probationary period for employees hired after January 1, 1996 shall begin on the first day of which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury shall have his probationary period extended by the length of the illness or injury. A probationary employee who has lost work time in excess of five (5) working days due to discretionary leave, shall have his/her probationary period extended by the length of the leave. A new hire probationary employee may have his/her probationary period extended for up to ninety (90) days at the discretion of the Director and with just cause. A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal the termination under this Agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the Grievance and Arbitration procedure.

**Section 11.2.** A promoted employee may voluntarily return to the bargaining unit within forty-five (45) days after the date of the promotion.

## ARTICLE 12. DISCIPLINE

**Section 12.1.** The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, discharged, or removed except in accord with the provisions of this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Forms of disciplinary action are:

1. Verbal warning;
2. Written reprimand;
3. Suspension of record (defined as a suspension without loss of pay) or, loss of up to twenty-four hours accrued vacation, or other accrued time off (loss of vacation requires the mutual consent of the employee and the Employer);
4. Suspension without pay;
5. Discharge from employment.

Minor infractions shall be dealt with through progressive discipline. A repeat of the same or similar minor infraction will subject the employee to the next level of discipline. Multiple infractions of any kind may not require subjection to the levels of progressive discipline. Serious offenses are not subjected to the levels of progressive discipline, but shall be penalized according to the nature of the violation, and the employee's record of performance and conduct.

**Section 12.2.** Anonymous complaints shall not be the basis for disciplinary action unless independent evidence supports the allegations in the anonymous complaint.

**Section 12.3.** Discussions regarding behavior or corrective action shall be conducted in a professional manner between the Employer and the employee.

**Section 12.4.** Questioning of a bargaining unit member who is the subject of an investigation shall be done in accordance with Section 9.2 of this Agreement.

**Section 12.5.** Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled within thirty (30) days after the conclusion of any investigation to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. A pre-disciplinary hearing, if any, shall be held within thirty (30) calendar days, but not less than forty-eight (48) hours from the presentation to the employee of the written specification of charges. Any disciplinary action to

be administered must be issued within thirty (30) calendar days of the receipt of the hearing officer's response. Where circumstances necessitate immediate removal, an employee may be suspended with pay during the pendency of a pre-disciplinary conference.

**Section 12.6.** Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary conference, the Employer will provide to the employee a written statement of the charges which may be the basis for disciplinary action.

1. The employee shall be apprised of his right to representation and the right to postpone the hearing for no more than twenty-four (24) hours beyond the original scheduled time.
2. The employee shall be apprised as to whether or not he has been suspended by the Director, pending the outcome of the conference.
3. At the time that the employee received the written statement of charges, he must choose to: 1) appear at the conference to present an oral or written statement in his defense; or 2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or 3) elect in writing to waive the opportunity to have a pre-disciplinary conference. Failure of the employee to elect and exercise one (1) of the three (3) options will serve as a waiver of the employee's right to appeal the discipline imposed through arbitration.

**Section 12.7.** Disciplinary actions may be appealed through the grievance procedure in accordance with the Grievance Procedure Article unless the employee has waived his right of appeal pursuant to Section 12.6.

**Section 12.8.** At the pre-disciplinary conference, the individual who has been appointed by the Employer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee prior to the questioning. The employee shall be notified that failure to respond or responding untruthfully may result in further disciplinary action.

**Section 12.9.** At the conference, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by an F.O.P. Representative or an attorney.

**Section 12.10.** The results of a polygraph examination shall not be used in the disciplinary hearing without corroborating evidence.

## **ARTICLE 13. DRUG SCREENING**

**Section 13.1.** Drug screening or testing may be conducted upon reasonable suspicion that an employee has violated county or departmental drug and alcohol policies. Reasonable suspicion means specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, or an abrupt or observable decline in employee performance. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screen or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the employer from taking disciplinary action, but such actions shall not be based solely upon the test results.

**Section 13.2.** All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectroscopy procedure or a similarly reliable procedure.

**Section 13.3.** Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. The employee may have a second confirmatory test done at a lab of his choosing, at his expense.

- A. If all the screening and confirmatory tests are positive and the employee is not terminated, the Employer shall require the employee to participate in a rehabilitation or detoxification program, as determined appropriate by qualified medical personnel. The Employer shall not require the employee to participate in a rehabilitation or detoxification program which is not covered by the employee's health insurance plan.
- B. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation leave.
- C. Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting upon return to his position for a period of one (1) year from the date of his return.

- D. Any employee in the above mentioned rehabilitation program will not lose any seniority should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
- E. If the employee refuses to undergo rehabilitation or detoxification, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, such employee shall be subject to disciplinary action including discharge.
- F. Except as otherwise provided herein, the cost of all drug screening shall be borne by the Employer.

**Section 13.4.** For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the drug screening provided for in this Article. The release referred to in this Section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the Employer.

## **ARTICLE 14. PERSONNEL FILES**

**Section 14.1.** Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records. Including training, attendance, and payroll records as well as those records maintained as performance file records.

**Section 14.2.** Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

**Section 14.3.** All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file which shall be maintained in the office of the Clermont County Human Resources. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No anonymous or unfounded complaint shall become part of any bargaining unit member's personnel file.

**Section 14.4.** Records of written warning and reprimands shall cease to have force and effect twelve (12) months from the date of issue and shall, upon the written request of a bargaining unit member, be removed from the personnel file, provided no intervening discipline has occurred. Any record or discipline of any kind with the exception of suspensions without pay, reduction in pay or position, or discharge shall cease to have force and effect twelve (12) months from the date of issuance and shall, upon written request of the employee, be expunged and sealed.

## ARTICLE 15. SENIORITY

**Section 15.1.** Except as provided in Sections 15.2 and 15.3, “Seniority” shall be computed on the basis of an uninterrupted length of continuous service in classification with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

**Section 15.2.** Part-time Employees who become full-time Employees shall be given credit for service prior to full-time appointment. Part-time service credit shall be calculated by dividing the number of part-time hours worked by an eight (8) hour day. Those days shall be added to the full-time appointment date.

**Section 15.3.** Whenever two (2) or more employees have the same hire date, the order of seniority shall be determined by lottery selection. The names of all employees having the same hire date will be drawn at random, one (1) name at a time until all names are drawn. The order of selection shall determine the order of seniority, with the employee whose name is drawn first having the greater seniority. Lottery selection will be made in the presence of union representative.

**Section 15.4.** An approved leave of absence of one (1) year or less does not constitute a breach in continuous service provided the employee follows the proper procedures for such leave and returns to active service immediately following the expiration of the approved leave. This leave may be extended by the employer for one additional year for educational purposes.

**Section 15.5.** Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of lay off.

**Section 15.6.** Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire.

**Section 15.7.** The following situations shall not constitute a break in continuous service:

1. Absence while on approved sick leave, FMLA, or approved disability leave;
2. Military leave;
3. A layoff of 24 months or less.

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

1. Discharge for just cause;



2. Retirement;
3. Layoff of more than 24 months;
4. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
5. Failure to return to work at the expiration of a leave of absence;
6. Termination or resignation of employment lasting more than thirty-one (31) days.

## **ARTICLE 16. LAYOFF AND RECALL**

**Section 16.1.** When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees thirty (30) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less as soon as possible.

**Section 16.2.** Layoffs in the bargaining unit shall be in inverse order of seniority in classification, with the least senior employee being laid off first.

**Section 16.3.** Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of the recall must satisfactorily complete the additional training requirements within twelve (12) months of recall. Any training required in this Section shall be at the Employer's expense and time.

**Section 16.4.** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 16.5.** The former employee shall have five (5) calendar days following the date of receipt of the certified mail recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of receipt of the recall notice in which to report to duty, unless a different date for returning to work is otherwise specified in the notice. An employee failing to notify the Employer of his intention to return within five (5) days, or failing to report for duty within fourteen (14) days of notice shall be removed from the recall list and be deemed to have resigned.

**Section 16.6.** For the purpose of Sections 3 and 4 of this Article, seniority shall be computed on the basis of an uninterrupted length of continuous full-time service in classification with the Employer.

## **ARTICLE 17. HOURS OF WORK AND OVERTIME**

**Section 17.1.** The standard work period for all bargaining unit employees shall normally consist of forty (40) hours within a seven (7) day period consisting of twelve (12) hour days and no more than one eight (8) hour day. A work day shall include a thirty (30) minute lunch period except in cases of emergencies. Rest breaks shall continue to be granted as in the past. Bargaining unit employees working any workday other than their scheduled shifts shall receive a thirty (30) minute lunch period if the workday is five (5) hours or more.

**Section 17.2.** Employees required to work in excess of forty (40) hours within a seven (7) day work period, shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all such excess time, or at the option of the Employee, convert overtime hours to compensatory time.

1. Approved vacation, compensatory time, personal days, and holidays, shall be considered time worked for the purpose of computing work time. Sick leave shall not be considered time worked for overtime calculation purposes.
2. There shall be no pyramiding of overtime.
3. Upon request of an employee, and with the prior approval of the Employer, an employee may work a scheduled day off in exchange for an additional day off to be scheduled within the same work period. Day off exchanges may not be utilized by an employee more than two (2) times within a thirty (30) day period. Requests may not be submitted earlier than sixty (60) days prior to the requested day off.
4. With the prior approval of the Employer, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation. Requests may not be submitted earlier than sixty (60) days prior to the requested day off.
5. Overtime will be paid with the regular pay for the pay period in which the overtime was worked.
6. Overtime shall be paid in six (6) minute increments, to the next highest increment, after the employee works more than six (6) minutes overtime.

7. The first six (6) minutes shall be considered unpaid time, except when overtime exceeds six (6) minutes, it shall then be paid time.

**Section 17.3.** Except as provided in Section 18.3 the Employer reserves the right to require any and/or all employees to work overtime when the operational needs of the Department require it.

**Section 17.4.** An employee who has worked overtime hours has the exclusive right to be compensated for such overtime in compensatory time equal to one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked, or an appropriate pro-rated amount for time worked in increments less than one hour. Compensatory time is made available solely for the benefit of the Employee for the reason that such time allows for more flexibility in scheduling time off. The Employer has agreed to the compensatory time option on the condition that it may deny the use of compensatory time if such use would result in the payment of overtime to another employee taking the place of the Employee taking compensatory time off.

Should a governmental agency, or a court, in an action to which the County is a party, determine that the Employer may not deny the use of compensatory time because its use will cause the Employer to pay overtime, this subsection (17.4) shall be void.

Employees may accumulate up to one hundred twenty (120) hours of compensatory time. On the second pay check in December each year, such employee shall be paid for all compensatory time, provided that the Employee may retain and carry over forty (40) hours, when requested in writing on or before December 1<sup>st</sup> of that year.

## **ARTICLE 18. EQUALIZATION OF OVERTIME**

**Section 18.1. Short Notice Overtime.** When there is a need to schedule bargaining unit members to work overtime with less than forty-eight hours notice, it shall be mandated in two (2), four (4) or six (6) hour increments as determined by the Employer, and in the following manner:

**Step 1.** If no on duty member voluntarily accepts the overtime, management will refer to the Volunteer Short Time Calendar for coverage. The volunteer short time calendar is where the part-time Emergency Resource Technician hours and any full-time Emergency Resource Technician that wants to volunteer for short time call-in is maintained.

**Step 2.** Either in two (2), four (4) or six (6) hour increments to unit members on the shift preceding the shift where the absence occurs, or as a two (2), four (4) or six (6) hour early call-in for unit members on the shift following the shift where the absence occurs. It shall be assigned to the member or members who are on duty with the least number of overtime hours worked (excluding overtime hours worked during voluntary classes or meetings), in two (2), four (4) or six (6) hour increments.

**Step 3.** In Step 1, employees with the least amount of overtime worked during the calendar year, shall be offered the overtime first. In cases where two or more employees have the same number of overtime hours worked, the most senior employee shall first be offered the overtime.

**A.** No employee shall be mandated to work more than eighteen (18) consecutive overtime hours in a twenty-four (24) hour period. An employee with permission of the Director may volunteer to work up to 30 hours overtime in a forty-eight (48) hour period.

**B.** No member shall be required to work overtime on two consecutive days except during a countywide declaration of emergency or staffing levels are too low preventing any other options.

**Section 18.2. Extended Notice Overtime.** When there is a need to schedule bargaining unit members to work overtime with more than forty-eight (48) hours notice, it shall be offered in the following manner:

1. The Employer shall promptly post in a consistent and obvious location the details of the available overtime slot. This posting shall include an opportunity for employees to bid for the available overtime.
2. If more than one employee bids for the same overtime slot, the overtime shall be awarded to the employee with the highest number of short notice overtime hours worked (excluding overtime hours worked during voluntary classes or meetings). In cases where two (2) or more employees have the same number of short notice overtime hours worked, the most senior employee shall be given the overtime.
3. The bid deadline shall be clearly stated in the posting. The Employer based on operational need, shall select the deadline date.
4. If no employee bids for the available overtime, it shall be assigned to those employees who are qualified to do the job, and in accordance with the procedure set forth in Section 18.1, Step 2 of this Article.

**Section 18.3.** Nothing in this Article is intended to restrict the right of the Employer to use part-time Employees to meet staffing needs. It is recognized, however, that probationary employees shall not be included in the equalization of overtime procedure.

**Section 18.4.** The Employer shall make every reasonable effort to correctly follow the procedures set forth in this Article. Alleged violations of this procedure may generate grievances by affected employees. However, if the Employer has demonstrated a good faith effort to follow the requirements of this Article, the grievance shall not seek a monetary remedy. The remedy sought may include the placing of the aggrieved employee at the top of the list for the next overtime opportunity.

## **ARTICLE 19. SHIFT ASSIGNMENTS**

**Section 19.1.** Personnel will bid for a preferred shift, based upon seniority within the working title. All shifts shall be open for bid and will be indicated on the bid form.

1. Each person shall submit a bid indicating first, second and third choice for position assignment. If a person is on approved leave during the bid period, he/she shall submit a bid before departing for the leave.
2. When there are more persons bidding for a position than there are positions available, the more senior person(s) will be assigned to the position.
3. If a person cannot be assigned to his/her first choice for a position, he/she will be assigned to their second choice, or third choice, dependent upon their seniority and availability of positions requested for assignment.
4. Persons who are in their probationary period, shall not have any right to bid for a shift, and shall be assigned to a shift by the Employer. When an employee completes his/her probation during a current shift schedule, he/she shall be given an opportunity to be assigned to a shift if that assignment does not bump a more senior employee from his/her shift assignment. If this cannot be accomplished, then the employee shall be assigned to a shift by the Employer until the next shift change bidding opportunity.
5. If an employee fails to submit a bid for shift assignments as indicated above, the employee shall be assigned according to the need of the employer.

**Section 19.2.** Shifts will be bid every quarter of each calendar year.

1. The Employer shall establish the beginning dates for each quarter.
2. An employee shall have ten (10) days to select his/her shift.
3. The new shift assignments shall be posted at least thirty (30) calendar days prior to the start of the new shift assignments.

## **ARTICLE 20. SHIFT PREMIUM**

**Section 20.1.** Employees who work a regularly scheduled shift commencing after 1:59 p.m. and before 5:59 a.m. shall receive a shift differential of seventy-five cents (\$.75) for all hours worked on the Employee's regular shift.



## **ARTICLE 21. COURT TIME/CALL-OUT TIME**

**Section 21.1.** An employee who is required to appear as a witness in court on a scheduled off-day, to give testimony regarding matters which arise out of his on-duty activities as an Emergency Resource Technician, shall be compensated for such appearance at one and one-half (1-1/2) times the employee's usual hourly rate for a minimum of three (3) hours provided:

1. The employee is appearing pursuant to a subpoena;
2. The court proceeding is a criminal prosecution;
3. Witness fees are returned to the County;
4. Documentation is provided which establishes when the employee was released from his subpoena.

**Section 21.2.** An employee called into work at a time outside of his regularly scheduled shift, which call-out does not abut his regularly scheduled shift, shall receive a minimum of three (3) hours pay at the employee's overtime rate of pay. All time in excess of the first three (3) hours shall be paid at the appropriate rate.

## **ARTICLE 22. WAGES-SCHEDULE OF RATES**

**Section 22.1.** Bargaining unit employees shall receive wage compensation based on assignment and years of service with the Clermont County Communications Center in accordance with the following schedule:

### **Emergency Resource Technician:**

<b>Date</b>	<b>Step 1 less than 1 yr.</b>	<b>Step 2 1-2 yrs</b>	<b>Step 3 2-3 yrs</b>	<b>Step 4 3-4 yrs</b>	<b>Step 5 4-5 yrs</b>	<b>Step 6 5-6 yrs</b>
<b>01/01/2014</b>  Reflects 2% increase	<b>14.61</b>	<b>15.68</b>	<b>16.13</b>	<b>16.60</b>	<b>17.05</b>	<b>20.51</b>

Not less than ninety (90) days nor more than one hundred and twenty (120) calendar days prior to January 1, 2015, the parties agree to reopen negotiations regarding the issue of wages for 2015. Not less than ninety (90) days nor more than one hundred and twenty (120) calendar days prior to January 1, 2016, the parties agree to reopen negotiations regarding the issue of wages for 2016 unless the 2016 wages were agreed to during the reopener for 2015.

## ARTICLE 23. VACATIONS

**Section 23.1.** All full-time bargaining unit employees are eligible for paid vacation according to the following schedule:

After 1 year of continuous service	-	80 hours vacation
After 8* years of continuous service	-	120 hours vacation
After 15* years of continuous service	-	160 hours vacation
After 25* years of continuous service	-	200 hours vacation

\*Each employee will receive an additional one time forty (40) hours of vacation on the employee's 8<sup>th</sup>, 15<sup>th</sup>, and 25<sup>th</sup> anniversaries of qualifying employment.

Vacation is accrued proportionately on a pay period basis.

Vacation usage must have the prior approval of the Director.

**Section 23.2.** Vacation leave may with approval, be taken in minimum of one-half (1/2) hour increments.

**Section 23.3.** Vacation credit will not be earned while an employee is in a "no-pay status" (leave of absence, disciplinary suspension, etc.).

**Section 23.4.** Employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

**Section 23.5.** An employee may only be permitted to carry over thirty-six (36) hours annual vacation to the next year. The employee's vacation balance shall not be greater than his/her vacation accrual amount as indicated in Section 23.1 of this Article plus thirty-six (36) hours carry over. If an employee has an amount greater than the accrual amount plus thirty-six (36) hours, the employer shall in the next pay period pay the employee for all excess hours at the employee's base rate of pay to be determined on the employee's anniversary date.

**Section 23.6.** An employee beginning service with a political subdivision of the State of Ohio accrues vacation time. For purposes of determining the rate at which an employee accrues vacation, the employer will consider an employee's "year(s) of prior service." A year of prior service refers to a twelve-month period in which a person is employed in government service at least 520 hours. Employees of the Clermont County Communications Center shall accrue vacation time based on their years of prior service with Clermont County and with public employers other than Clermont County. A new or current employee with prior service with a government agency outside Clermont County must provide proof of such employment to Human

Resources to include such employment in the employee's prior service time. Prior service credit will not apply to an employee who has retired and is rehired after June 24, 1987.

**Section 23.7.** Once an employee has made a vacation selection and is thereafter subject to a modification of work schedule which affects the employee's regular days off, said employee, may at his option, select another vacation period from among those vacation periods remaining.

**Section 23.8.** Employees may submit their vacation requests by April 1 of the calendar year. Vacation requests will be approved according to seniority. Requests submitted after April 1 shall be approved in the order of the request and according to availability.

**Section 23.9.** Bargaining unit employees vacation requests submitted prior to April 1, shall not be rejected due to leave requests made by non-bargaining unit employees.

## ARTICLE 24. HOLIDAYS

**Section 24.1.** All full-time bargaining unit employees are entitled to the following ten (10) legal holidays.

New Year's Day	(1 <sup>st</sup> day of January)
Martin Luther King Day	(3 <sup>rd</sup> Monday in January)
President's Day	(3 <sup>rd</sup> Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(4 <sup>th</sup> day of July)
Labor Day	(1 <sup>st</sup> Monday in September)
Veterans' Day	(11 <sup>th</sup> day of November)
Thanksgiving Day	(4 <sup>th</sup> Thursday of November)
Day after Thanksgiving	
Christmas Day	(25 <sup>th</sup> day of December)

**Section 24.2.** Employees shall observe the holiday on the actual day of occurrence. Employees whose regular work schedule is Monday through Friday, shall observe the holiday on the Friday before if the holiday falls on a Saturday, or on the Monday following if the holiday falls on a Sunday.

**Section 24.3.** The length of the holidays listed above shall be equal to the Employees regularly scheduled work hours (as defined in Section 17.1) for one (1) day.

**Section 24.4.** Employees who do not work on a holiday shall receive at their option, holiday pay equal to the Employees regularly scheduled work hours or equal hours of holiday compensatory time. It is the employee's responsibility to indicate his/her intentions to convert the holiday time to pay. All holiday time will default to holiday compensatory time unless otherwise indicated by the employee. Holiday compensatory time must be taken within the year it is earned (December through November). Accumulated holiday compensatory not used will be paid to the employee in the first pay period of December in a separate check. With approval, an Employee scheduled to work on a holiday, may take the day off with pay upon the Employee's written request. Employees required to work on a holiday shall be paid one and one-half (1-1/2) times their normal rate of pay, for scheduled hours worked, provided their shift started on the holiday. Employees who work on a holiday shall receive at their option, holiday

pay equal to the Employees regularly scheduled work hours or equal hours holiday compensatory time.

**Section 24.5.** In addition to the holidays listed in Section 1 of the Article, each full-time bargaining unit employee shall be entitled to eight (8) hours of personal time off with pay during each year of employment, for whatever reason deemed necessary by the employee. Employees shall be credited with eight (8) hours of personal day leave on January 1 of each year. This personal time may be used, upon written request with prior approval, on or before December 31 of the same calendar year in which it is credited and in minimum increments of 30 minutes. The requirement of advance notice and approval shall be waived if an employee provides a written statement upon return to work which establishes the reason for not giving such notice, and the circumstances necessitating the absence. Such circumstances must warrant the failure to give advance notice.

**Section 24.6.** Holiday time off request may not be submitted earlier than sixty (60) days prior to the requested off day.

## ARTICLE 25. SICK LEAVE

**Section 25.1.** The Union recognizes that adequate staffing at the lowest cost is essential to efficient management. The Union will encourage its members to use sick leave only for its stated purpose. Employees may request sick leave for absence resulting from illness or injury as described herein. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or member of his or her immediate family requiring the employee's presence.
- B. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Death of a member of the employee's immediate family. For the purpose of this section, immediate family is defined as only mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, step mother, step father, step child, legal guardian or other person who stands in the place of a parent, or any other relative who lives within the employee's household.
- D. Medical, dental or optical examination or treatment of the employee or member of his or her immediate family, requiring the employee's presence and which cannot be scheduled during non-working hours.
- E. Pregnancy, childbirth and/or related medical conditions.

**Section 25.2.** A physician's certificate shall be required when an employee has been absent three (3) consecutive days. The original physician's certificate will be filed with the sick leave form.

**Section 25.3.** For purposes of this policy, the "immediate family" is defined as only mother, father, brother, sister, child, spouse, grandparent, grandchild, step child, legal guardian or other person who stands in the place of a parent, or any other relative who lives within the employee's household.

**Section 25.4.** Sick leave is earned at the rate of 4.6 hours per eighty (80) hour pay period of active status. Active pay status may be defined as hours worked, hours on vacation, hours on holiday leave, and hours on paid sick leave.

**Section 25.5.** The amount of sick leave time any one employee may accrue is unlimited, but may not exceed one hundred twenty (120) hours per employee in an anniversary year.

**Section 25.6.** Sick leave will be granted to attend to the needs of an ill or injured member of an employee's immediate family only when the attendance of the member is essential and there are no other family members available, or attendance is during serious medical procedures or grave illness.

**Section 25.7.** Sick leave shall be charged in minimum amounts of one-half (1/2) hour.

**Section 25.8.** Employees absent on paid sick leave shall be paid at the same basic hourly rate as when they are working.

**Section 25.9.** An employee requesting sick leave shall inform his immediate supervisor or designee of the fact and the reason, a minimum of one (1) hour prior to his schedule starting time on each day of such absence, unless other arrangements with the employee's supervisor are made. Only absences logged by the Employer, immediate supervisor or designee will be considered for approval. Failure to properly notify (except during emergency circumstances) may result in denial of sick leave for the period. The employee will submit to such medical examination, nursing visit, or other inquiry which the Employer deems necessary. The cost of such examination, visit or injury shall be absorbed by the Employer.

A. When an employee returns to work following an absence, his supervisor will require such employee to furnish a satisfactory written statement to justify the use of sick leave (Request for Leave Form). If absence due to illness exceeds three (3) consecutive working days, the supervisor may require the employee to obtain a certificate from a physician stating the nature of the illness or injury to justify the use of sick leave. The failure to present such a certificate or written signed statement to the supervisor shall result in loss of pay for the time absent and disciplinary action.

B. The application for sick leave will be reviewed by the Director to determine whether the absence will be approved.

**Section 25.10.** Vacation leave may be used for sick leave purposes, at the employee's request, and with the approval of the Employer, after sick leave is exhausted. Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months.

**Section 25.11.** The Director may initiate investigations when an employee is suspected of abusing sick leave privileges. The Director may require an employee to furnish a standard



written statement to justify the use of sick leave, or a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

Where sick leave is requested to care for a member of the immediate family, the Director may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

The Director may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. The County will pay for any such examination.

**Section 25.12. Family Medical Leave**

The use of sick leave for a reason which would entitle an employee to leave under the Family Medical Leave Act shall be deemed to be a use of leave under the Act and shall be deducted from the available twelve weeks. Employees shall be notified when they are placed on FMLA Leave.

**Section 25.13. Annual Sick Leave Conversion**

- A. A county employee may at his/her option, convert up to forty-eight (48) unused sick leave hours to personal leave days with pay on the basis of two for one (2 for 1) provided the employee maintains a balance of at least 240 hours of total accumulated sick leave. A maximum number of three (3) personal leave days may be obtained under this procedure each calendar year and these personal days shall be subject to the provisions of Section 4.9F of the County Personnel Manual regarding request for use of and accrual.
- B. Conversion of sick leave under this policy shall eliminate those converted credits from the employee's accrued balance.
- C. For purposes of sick leave conversion, sick leave earned and accrued during employment with any other state or local government shall be excluded from the calculation of the employee's sick leave balance.

**Section 25.14. Sick Leave Conversion Upon Retirement**

- A. Payment under this provision shall be made only once and shall eliminate all sick leave credit accrued by an employee.
- B. Eligible employees, retiring from active service shall complete a sick leave conversion form to initiate the payment process.

- C. Employees who die shall be considered to have retired from their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 of the Ohio Revised Code, or paid to the employee's estate.
- D. All full-time bargaining unit employees, who at the time of retirement from active service with the Employer have ten (10) years of service with the Employer, are entitled to convert accrued sick leave credits to cash at the following rates:

All unused sick leave credits earned shall be converted at one-fourth (1/4<sup>th</sup>) the value of the accrued credits. The total payment for accrued but unused credits shall not exceed the value of four hundred (400) hours of accrued but unused sick leave.

## ARTICLE 26. SICK LEAVE CONTROL

**Section 26.1.** Administrative Sick Leave Watch (ASLW) is defined as an administrative monitoring of uses of sick leave that may appear excessive or of questionable justification, and provides an opportunity to evaluate such usage through monitoring, and reviewing of requested documentation relative to usage.

**Section 26.2.** For the purpose of this article, a “use” of sick leave is defined as an absence from regular scheduled hours for more than two hours for which the member requests sick leave, and any absence from regular scheduled hours for which no paid leave is available except:

1. An absence during which a member is hospitalized;
2. A qualifying absence under the Family and Medical Leave Act;
3. An absence for reason of death as provided in Section 25.1.C. Limited to five (5) days.
4. Sick Leave for an injury or illness that is deemed an allowable claim by the Bureau of Workers Compensation.

**Section 26.3.** Employees *may* be placed on ASLW if any of the following conditions occur:

1. Five (5) or more uses of sick leave within a twelve-month period.

**Section 26.4.** Prior to placing an employee on ASLW, the employee and his/her union representative shall be promptly notified in writing of the reason for placement and of the action(s) being required of the employee in accordance with Section 5 of this Article.

**Section 26.5.** Employees placed on ASLW may be subject to one or more of the following employee required actions:

1. Submission of a statement, written by the employee, as to their absence from duty, indicating therein any serious illness, reoccurring medical or psychological conditions, or other mitigating circumstances, from which the administration can evaluate the use of sick leave by the employee. The statement shall include the names, and phone numbers of the physician, psychologist or other medical professional care that the employee is under, relative to the reason for absence.
2. Submission of a statement from the employee’s attending physician or other medical professional substantiating any condition that may require continued or periodic absence from duty.

3. Be required to provide physician's documentation in all future uses of sick leave, until the expiration of the ASLW.
4. Directed to undergo an examination administered by the Employer's appointed physician and at the Employer's expense, to determine the fitness for duty of the employee.
5. May be denied the opportunity to work overtime while on ASLW.
6. ASLW longer than one (1) year will be subject to discipline as outlined in Article 12 of this agreement.

**Section 26.6.** ASLW placement status shall be reviewed every six (6) months, during which time attendance relative to sick leave usage is expected to improve. If an employee is on ASLW for a period of one (1) year or more, sick time review will then occur every ninety (90) days. The employee may receive progressive discipline as outlined in Article 12 of this agreement based on each ninety (90) day review. ASLW may be discontinued at any time at the discretion of the Employer. Employees shall be promptly notified of their removal from ASLW.

**Section 26.7.** Employees who are found to have abused sick leave or have failed to comply with the requirements of ASLW, may be subjected to disciplinary action.

## **ARTICLE 27. PAID ABSENCE DAYS**

**Section 27.1.** Any employee in an active work status and who does not utilize any of his sick leave for any one hundred twenty (120) consecutive calendar day period, shall be entitled to one (1) paid absence day equal to regular shift hours. Paid absence days off must be requested seven (7) calendar days in advance, and are subject to approval based upon work load requirements by the Employer. The Employer may, in special circumstances, waive the seven (7) day advance notice requirement. The one hundred twenty (120) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends one hundred twenty (120) days later. Paid absence days must be taken within one (1) year of the date of earning. If not taken within one (1) year, the day shall be paid to the employee.

**ARTICLE 28. SEVERANCE**  
(Moved to Article 25, Section 25.14.D)

Article 28 was incorporated into Article 25, Section 25.14.D.

## ARTICLE 29. LEAVE OF ABSENCE

### **Section 29.1. Leaves Without Pay**

Employees may be granted the following types of unpaid leaves of absence. Any leave granted for a reason which would entitle an employee to leave under the Family Medical Leave Act shall be deemed to be leave under the Act and shall be deducted from the available twelve weeks. Employees shall be notified when they are placed on FMLA Leave.

#### A. **Disability Leave**

A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year may be granted when the disability continues beyond accumulated sick leave provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is;

1. Hospitalized;
2. On a period of convalescence following hospitalization or institutionalized authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician, releasing the employee as able to return to work.

#### B. **Employer Required Disability Leave**

The Employer may require an employee to be examined by licensed physician designated by the Employer and the employee per paragraph A above, at the Employer's expense. An employee found to be unable to physically or mentally perform the substantial duties of his position by such physician shall be placed on Disability Leave as described in paragraph A above.

#### C. **Leave of Absence**

The Employer may grant, at its discretion, leaves of absence to employees for good cause shown.

The Employer will follow State and Federal regulations in accordance with leaves of absence.

**Section 29.2. Leaves With Pay**

A. **Court Leave.**

The Employer shall grant full pay where an employee is summoned for any jury duty, or subpoenaed as a witness in a proceeding in which he has no personal interest and is outside the scope of his employment, by any court or other adjudicatory body as listed in this Article.

All compensation for such duty must be reimbursed to the department unless such duty is performed outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Worker's Compensation, Unemployment Compensation, and the State Employment Relations Board. The Employer is not required to pay employees when appearing in court for criminal or civil, or administrative proceedings, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, or other matters in which the employee has a direct or indirect personal interest, etc. These absences would be leave with pay, vacation, or compensatory time at the discretion of the employee. Any employee shall request prior approval for court leave, in order for such leave to be granted.



## **ARTICLE 30. HEALTH INSURANCE**

**Section 30.1.** Bargaining unit members shall accept and receive county health insurance program and shall make the required employee contribution on the same basis as all other county employees. In the event that the County's contribution, as set forth in Section 2, is increased to the benefit of all other county employees covered by the general county health insurance plan, then such increase shall be made by the County to the benefit of all bargaining unit members.

**Section 30.2.** The Employer shall provide to each bargaining unit member term life insurance in the amount of \$25,000.00.

## **ARTICLE 31. EQUIPMENT/CLOTHING**

**Section 31.1.** The Employer will supply at no cost to the employee all equipment and uniforms required by the Employer with the exception of shoes, stockings, socks, and undergarments. The Employer shall have the exclusive right to change the uniform, and to add to or delete items of the uniform or issued equipment at any time.

**Section 31.2.** All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee be returned to the Employer prior to the issuance of any financial compensation to the employee. Any issued item, which is lost by an employee shall either be replaced or paid for at current market value, at the option of the employee.

**Section 31.3.** The Employer shall have the right to impose reasonable grooming standards regarding hairstyles, facial hair, jewelry and other accessories.

**Section 31.4.** Notwithstanding Section 31.1, for the life of this agreement, there shall be no change in the benefits of this provision or in the requirement to wear the current uniform.

**Section 31.5.** Employees shall be permitted to wear “Casual Clothes” as defined by policy on all holidays listed in Article 24 of this agreement.

## ARTICLE 32. TRAINING

**Section 32.1.** All training required of an employee by the Employer shall be paid for by the Employer. All required training shall be counted as time worked, including driving time to and from a training site other than in county departmental training sites.

**Section 32.2.** On multiple day training sessions, which occur on a scheduled work day, where the employees have been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or to the county from the site shall be counted as regular work days, not to exceed the scheduled hours.

**Section 32.3.** Employees required to attend training sessions scheduled on the employee's day off shall be compensated for travel time pursuant to Section 32.1, and all training time shall be counted as time worked.

**Section 32.4.** The Employer shall pay for all necessary lodging, travel expenses, materials, tuition, and fees pursuant to the Employer's policy for all required training, and for self-initiated training which has been approved in writing for payment or reimbursement in advance by the Employer.

## **ARTICLE 33. TEMPORARY SUPERVISORS AND COMMUNICATIONS TRAINING OFFICERS**

**Section 33.1. TEMPORARY SUPERVISORS.** Management may designate selected bargaining unit employees to be Temporary Supervisors. These Temporary Supervisors shall have responsibility for supervising employees on their shift, according to the policies and procedures of the Communications Center. A policy defining the duties, responsibilities and authority of a temporary supervisor shall be provided to all bargaining unit employees.

**Section 33.2.** Persons designated as Temporary Supervisors shall receive additional hourly compensation of one dollar and twenty-five cents (\$1.25) per hour, for all hours worked.

**Section 33.3.** Management shall have the sole authority for selecting persons to be designated as Temporary Supervisors. Management shall establish and may from time to time modify the criteria for selection. These selections and criteria shall not be appealable, nor subject to the grievance or arbitration process.

**Section 33.4. COMMUNICATIONS TRAINING OFFICERS.** Management may designate selected ERT's to be Communications Training Officers (CTO). These CTO's have full responsibility for training probationary employees in the policies and procedures of the Communications Center.

**Section 33.5.** Persons designated as CTO's shall receive additional hourly compensation of one dollar and twenty-five cents (\$1.25) per hour, for each hour worked in a training assignment. CTO's shall receive their regular pay when they are not performing a training assignment.

**Section 33.6.** Management shall have the sole authority for selecting persons to be designated as CTO's. Management shall establish, and may from time to time, modify the criteria for selection. These selections and criteria shall not be appealable, nor subject to the grievance or arbitration process.

**Section 33.7.** Management shall determine what procedures shall be used to train probationary employees.

## **ARTICLE 34. JOB CLASSIFICATION**

**Section 34.1.** If substantial changes in the method of operation, tools, or equipment of a job occurs, or if a new job is established which has not been previously classified, the Employer shall meet with the Union for purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the Employer and the Union are unable to reach an agreement on the issue, the Employer shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance at Step 2 of the grievance procedure. Any award of the arbitrator shall be retroactive to the date the Employer placed the rate into effect. Any rate and classification mutually agreed to by the Employer and the Union, or decided by the arbitrator shall become part of the wage agreement attached hereto.

## **ARTICLE 35. SPECIAL ASSIGNMENTS**

**Section 35.1.** Non-bargaining unit employees shall not be assigned to perform bargaining unit work if such assignment causes a layoff, job abolishment, or displaces bargaining unit employees from their regular job assignments on a regular basis.

## **ARTICLE 36. TRAVEL REIMBURSEMENT**

**Section 36.1.** Employees, when so authorized by the Employer, shall receive compensation in accord with county policy, for use of their personal vehicles on authorized business and where no other reimbursement for such authorized use of their personal vehicles has been arranged by administrative policy or directive.

## **ARTICLE 37. LABOR MANAGEMENT AND SAFETY COMMITTEE**

**Section 37.1.** The Labor Management and Safety Committee shall consist of two representatives of the Communications Center and two members of the bargaining unit. It is mutually agreed that this committee shall at the request of either party, meet on a quarterly basis, and as mutually agreed at any other time for the purpose of:

1. Disseminating general information of interest to the parties,
2. Giving the FOP Representatives the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members,
3. Discussing ways to improve efficiency within the Department,
4. Promoting harmonious relations between the Employer and the FOP in the best interest of the community,
5. Discussing safety and health issues of the Department.

**Section 37.2.** The County will make every effort to maintain equipment in a safe and healthful condition. No employee shall be required to exercise his/her duties with unsafe equipment. Unsafe equipment is defined as that which is in a condition of damage or disrepair that it will no longer safely perform the function for which it was intended. This provision shall not apply to any equipment owned or maintained by the employee as the employee is required to maintain his/her personal equipment in an operable and safe fashion. Employees must comply with all safety rules and regulations. Failure to comply is grounds for disciplinary action.

**Section 37.3.** All bargaining unit members are responsible to report, in writing all unsafe conditions relating to Communications Center operations to the Director.

No bargaining unit member shall be subject to any disciplinary action for such reporting.

**Section 37.4.** The Employer shall not instruct any bargaining unit member to operate any equipment which anyone in the exercise of ordinary care would reasonably know might cause injury. However, if a supervisor in charge at the time concludes that the equipment is not unsafe, the employee shall operate the equipment. Said supervisor's decision is subject to the Grievance and Arbitration procedure.

**Section 37.5.** The FOP recognizes the right of the Employer to establish and change safety rules. Any new or changed rule(s) will be communicated to the Labor Management and Safety Committee for discussion.



**Section 37.6.** All bargaining unit members of the Labor Management and Safety Committee shall be paid at their regular rate of pay while attending committee meetings on duty.

## **ARTICLE 38. SAVINGS CLAUSE AND SEVERABILITY**

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

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

## **ARTICLE 39. NO STRIKE/NO LOCKOUT**

**Section 39.1.** The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides methods for the orderly resolution of grievances.

The FOP and the employees agree that there shall be no strikes of any kind. The term “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and includes any effort to use sick leave for the purpose of withholding services. Any employee, who abstains from the performance of his or her assigned duties in a normal manner without permission, shall be presumed to have engaged in such a strike. In the event that any employee is engaged in any violation of this Article, the FOP shall, upon notification by the Employer, immediately order such employees to resume normal work activities and shall publicly denounce any violations of this Article.

The FOP, its officers, agents, representatives, members and all other employees covered by this Agreement shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike. Any strike the employees entered into, or any strike called for by the FOP shall constitute a breach of this Agreement and shall abrogate the obligations of the county under this Agreement. In addition, to any rights which the county might have under Ohio law, the county shall have the right to impose discipline up to and including discharge for any employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike. In the event of a strike, FOP officers and representatives shall continue to carry out their duties as employees and will take positive action to bring the strike to an end.

**Section 39.2.** During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees.

## **ARTICLE 40. WAIVER**

**Section 40.1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP, and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Employer and the FOP, for the life of this Agreement, each voluntarily and unequivocally waives the right to bargain, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

It is the intention of the FOP to allow the Employer the right to take any action or make any change in regard to the terms and conditions of employment so long as such action or change does not conflict with or violate a specific written provision of this agreement.

## **ARTICLE 41. RETIREMENT**

**Section 41.1.** Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation.

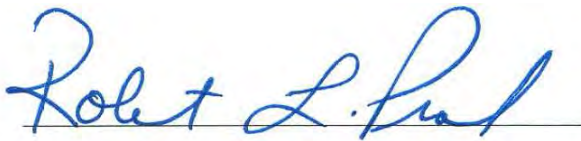
## **ARTICLE 42. DURATION**

This Agreement shall be effective the 1<sup>st</sup> day of January, 2014, and shall remain in full force and effect until midnight of the last day of December 2016. Should either party desire to terminate or modify this Agreement, they shall give written notice to the other party not later than sixty (60) days prior to December 31, 2016.

IN WITNESS WHEREOF, the parties have, through their authorized representatives,  
entered into this Agreement this 19<sup>th</sup> day of February, 2014.

**FOR CLERMONT COUNTY:**

  
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**FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL:**

  
\_\_\_\_\_

FOP/OLC Staff Representative

  
\_\_\_\_\_

Bargaining Committee

\_\_\_\_\_  
Bargaining Committee

\_\_\_\_\_  
Bargaining Committee