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



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

(Emergency Resource Supervisors)

Effective Date: February 02, 2022

Expiration Date: December 31, 2024

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE 1. AGREEMENT/PROPOSAL | 3 |
| ARTICLE 2: FOP/OLC RECOGNITION | 4 |
| ARTICLE 3. NON-DISCRIMINATION | 5 |
| ARTICLE 4. BULLETIN BOARDS/BALLOT BOXES | 6 |
| ARTICLE 5. GRIEVANCE PROCEDURE | 7 |
| ARTICLE 6. MANAGEMENT RIGHTS | 11 |
| ARTICLE 7. DUES DEDUCTION | 13 |
| ARTICLE 8. FOP/OLC REPRESENTATION | 14 |
| ARTICLE 9. RIGHTS OF BARGAINING UNIT MEMBERS..... | 15 |
| ARTICLE 10. IN CASE OF EMERGENCY | 16 |
| ARTICLE 11. PROBATIONARY PERIOD | 17 |
| ARTICLE 12. DISCIPLINE | 18 |
| ARTICLE 13. DRUG SCREENING | 20 |
| ARTICLE 14. PERSONNEL FILES | 22 |
| ARTICLE 15. SENIORITY | 23 |
| ARTICLE 16. LAYOFF AND RECALL | 25 |
| ARTICLE 17. HOURS OF WORK AND OVERTIME | 26 |
| ARTICLE 18. EQUALIZATION OF OVERTIME | 28 |
| ARTICLE 19. SHIFT ASSIGNMENTS..... | 30 |
| ARTICLE 20. SHIFT PREMIUM..... | 31 |
| ARTICLE 21. COURT TIME/CALL-OUT TIME | 32 |
| ARTICLE 22. WAGES-SCHEDULE OF RATES | 33 |
| ARTICLE 23. VACATION | 34 |
| ARTICLE 24. HOLIDAYS | 36 |
| ARTICLE 25. SICK LEAVE | 38 |
| ARTICLE 26. SICK LEAVE CONTROL..... | 42 |
| ARTICLE 27. PAID ABSENCE DAYS | 44 |
| ARTICLE 28. LEAVE OF ABSENCE | 45 |
| ARTICLE 29. INSURANCE BENEFITS | 46 |
| ARTICLE 30. EQUIPMENT/CLOTHING | 47 |
| ARTICLE 31. TRAINING | 48 |
| ARTICLE 32. JOB CLASSIFICATION | 49 |
| ARTICLE 33. SPECIAL ASSIGNMENTS | 50 |
| ARTICLE 34. TRAVEL REIMBURSEMENT..... | 51 |
| ARTICLE 35. LABOR MANAGEMENT AND SAFETY COMMITTEE..... | 52 |
| ARTICLE 36. SAVINGS CLAUSE AND SEVERABILITY | 54 |
| ARTICLE 37. NO STRIKE/NO LOCKOUT | 55 |
| ARTICLE 38. WAIVER..... | 56 |
| ARTICLE 39. DURATION..... | 57 |

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”, 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: FOP/OLC RECOGNITION

Section 2.1. The Employer recognizes the FOP/OLC 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 Supervisors (ERS) as certified by the Ohio State Employment Relations Board in Case Number 2020-REP-01-0001, dated July 15, 2021. Notwithstanding the title “supervisor”, SERB concluded in the above decision that this unit is entitled to union representation. SERB’s decision has not changed any responsibilities of the employees in the unit, nor has it changed the operations of the Employer.

Section 2.2. All management level employees, supervisors above those specified in Section 2.1 of this Article, confidential employees, professional employees, part-time employees, and all other employees of the Employer not classified as Emergency Resource Supervisors 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/OLC, 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 FOP/OLC.

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

Section 3.3. The Employer and the FOP/OLC 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, sexual orientation, 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 FOP/OLC with a bulletin board, provided that:

- A. Such bulletin board shall be used for posting notices bearing the written approval of the FOP/OLC Associate or an official representative of the FOP/OLC, and shall be solely for FOP/OLC 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 FOP/OLC will immediately remove any notice or other writing that the Employer believes violates sub-paragraphs (A) and (B), but the FOP/OLC 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 issued 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 employee in the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one employee in the bargaining unit in a similar manner, one bargaining unit employee selected by such a group shall process the grievance. Such a grievance shall be defined as a group grievance. The names of each bargaining unit employee, on behalf of which the grievance is filed, shall be made available at the first hearing. Group grievances shall be presented to the Director or their designee the same as other grievances.

Section 5.3. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting any time requirements to lapse. Any grievance not answered by the Director or their designee within the stipulated time limits shall be considered to be denied. 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 arbitration will be deemed to have been settled on the basis of the Employer's answer to the grievance.

Section 5.4. Written grievances must be filed on the form provided by the FOP/OLC and shall contain at least 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; and
- (e) Signature of the employee.

Section 5.5. It is the mutual desire of the Employer and the FOP/OLC 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 FOP/OLC to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

There shall be a single step in the grievance procedure. In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate FOP/OLC representative, if the former desires, must identify the alleged grievance in writing to the Director or their designee 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 Director or their designee shall schedule a meeting with the grievant and his representative within seven (7) calendar days after receipt of the grievance. The Director or their designee shall investigate and respond, in writing, to the grievant and/or FOP/OLC representative within seven (7) calendar days following the meeting.

Grievances unresolved by the above process may be submitted to arbitration upon request of the FOP/OLC in accordance with the provision of this Article. Discipline involving a verbal warning, written warning, or written reprimand shall not be subject to arbitration but shall be deemed resolved by the decision of the Director or their designee on the grievance.

Section 5.6.

- A. The FOP/OLC 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, the FOP/OLC 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(s) to be decided based on the evidence presented.
- C. The Employer's representative shall notify the FOP/OLC 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 (FOP/OLC 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. Such panel shall be limited to arbitrators with a business address located within 100 miles of Batavia, Ohio. 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; and
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 not conflict with this Agreement.

Section 5.7. 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(s), grievance(s) 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 that the grievance was presented to the Employer in the grievance procedure.

Section 5.8. 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 5.9. The decision of the arbitrator shall be final and binding on the grievant, the FOP/OLC, 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 5.10. The fee for the arbitrator and the rent for the hearing room, as well as any other cost of arbitration, will be borne by the losing party. Each party will bear its own cost for attorney's fees. 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.

Section 5.11. If a party chooses to withdraw a grievance from arbitration, at any time, for any reason, the party electing to withdraw the grievance shall be responsible for payment of any and all fees incidental to the arbitration, arbitrator fees, or other costs. The other party shall not be responsible to pay any fees.

ARTICLE 6. MANAGEMENT RIGHTS

Section 6.1. The F.O.P. recognizes that the Employer has the exclusive right to manage its affairs and that the Employer retains all powers, authority, duties and responsibilities, conferred upon and vested in it by the laws and constitutions of the State of Ohio and the United States. Further, all rights which are ordinarily vested in and are exercised by employers are reserved to and remain vested in the Employer, except such as are expressly and specifically relinquished by the written provisions of this Agreement. 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, layoff, 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; and 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; and 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. DUES DEDUCTION

Section 7.1. The Employer agrees to deduct from the pay of the employee, dues in equal amounts as certified by the FOP/OLC upon receipt of a written authorization executed by the employee for that purpose. All dues collected shall be paid over by the Employer at least once each month via ACH payment or by regular U.S. mail to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611. The FOP/OLC 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 may withdraw such authorization at any time. Revocation must be provided, in writing, to the FOP/OLC and a copy provided to the Employer. The Employer shall be relieved of its obligation to deduct union fees or dues when an employee in the bargaining unit withdraws authorization.

Section 7.3. The Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification will be via email to the FOP/OLC representative within thirty (30) days of the hire date.

Section 7.4. Upon the reasonable request by the FOP/OLC, the Employer shall email the FOP/OLC with a roster of all bargaining unit employees.

ARTICLE 8. FOP/OLC REPRESENTATION

Section 8.1. Non-employee representatives of the FOP/OLC 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 FOP/OLC to act as FOP/OLC 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 their absence.

Section 8.3. No unit meetings or other FOP/OLC 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 FOP/OLC has presented the Employer with written certification of that person's selection.

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

1. FOP/OLC activities shall not be conducted in any work area(s) without notifying the Director of the nature of the FOP/OLC 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 FOP/OLC may designate one (1) member of the bargaining unit to serve on its negotiating committee. The negotiating committee member 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.

Section 8.6. The FOP/OLC Associate or the Alternate shall use 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-day(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 employee 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 Employees During/Under Investigation. When a bargaining unit employee is subjected to questioning in connection with an investigation, for any reason, the following minimum standards shall apply:

1. Questioning of the bargaining unit employee shall be conducted at a reasonable hour, preferably when the bargaining unit employee is on duty, unless exigent circumstances otherwise require.
2. Questioning of the bargaining unit employees shall take place at the offices of those conducting the investigation or the place where such bargaining unit employee reports for duty unless the member consents in writing to being questioned elsewhere.
3. If the bargaining unit employee is the subject of the investigation, the bargaining unit employee shall be informed, in writing, of the nature of the investigation prior to any questioning.
4. Any questioning of a bargaining unit employee, 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 employee.
5. The bargaining unit employee, under investigation, shall be entitled to the presence of an FOP/OLC Representative at any questioning of the bargaining unit employee. A bargaining unit employee subjected to questioning during an investigation of a fellow employee, shall not be entitled to representation unless the bargaining unit employee has a reasonable belief that answering questions could lead to the discipline of him/her.
6. A bargaining unit employee who is ordered to answer questions shall answer all questions asked of the bargaining unit employee, 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, which may include pandemics, 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. When reasonably practicable, grievances that were suspended 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 the grievance(s) had properly progressed.

Section 10.3 The employer shall, in its discretion, endeavor to accommodate any employee scheduled to be on pre-approved leave after the declaration of such an emergency.

Section 10.4 During such an emergency, employees shall be provided safety equipment appropriate to the situation giving rise to the emergency, provided that such equipment is available at reasonable cost. Employees shall properly use such equipment as directed by the employer.

ARTICLE 11. PROBATIONARY PERIOD

Section 11.1. New Hires. Employees, from outside the Department of Safety Services, shall be required to successfully complete a probationary period of one (1) year. Employees promoted from within the Department of Safety Services shall be required to successfully complete a probationary period of one hundred and eighty (180) days. A probationary employee who has lost work time due to illness or injury shall have his/her 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 probationary employee may have his/her probationary period extended for up to ninety (90) days at the discretion of the Director. 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. Except as provided in Section 11.2, probationary employees hired from within are entitled to FOP/OLC representation, including the Grievance and Arbitration procedure, including termination under this Agreement. In all non-disciplinary matters, all probationary employees are entitled to FOP/OLC representation including the Grievance and Arbitration procedure.

Section 11.2. Promotions. A promoted employee may voluntarily return to their previous classification/bargaining unit within forty-five (45) days after the date of the promotion. The Director, in his discretion, may return a promoted employee to their previous classification/bargaining unit at any time during the probationary period. Such action shall not be appealable, nor subject to the grievance or arbitration process.

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 warning;
3. Written reprimand;
4. 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);
5. Suspension without pay; and
6. 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) calendar 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 three (3) business days 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 placed on administrative leave with pay during the pendency of a pre-disciplinary hearing.

Section 12.6. Not less than three (3) business days prior to the scheduled starting time of the pre-disciplinary hearing, 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 forty-eight (48) hours beyond the original scheduled time.
2. The employee shall be apprised as to whether or not he has been placed on administrative leave by the Director, pending the outcome of the hearing.
3. At the time that the employee received the written statement of charges, he must choose to: 1) appear at the hearing to present an oral or written statement in his defense; 2) appear at the hearing 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 hearing. 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 hearing, 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 hearing, 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.

Section 13.2. All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The testing lab shall use procedures which 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 may require the employee to participate in a rehabilitation or detoxification program, as determined appropriate by qualified medical personnel.
- 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.
- 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 provided that he has been determined medically fit for duty. 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. 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.

- E. 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 personnel 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 Board of Clermont County Commissioners. 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 will become inactive for consideration in future progressive discipline matters, twelve (12) months after issue, if there are no subsequent violations. If there are subsequent violations, the written warning will remain in effect until twelve (12) months after the issue date of the most recent violation. Records of written reprimand or suspensions of three (3) days or less will become inactive for consideration in future progressive discipline matters twenty-four (24) months after issuance if there are no subsequent violations. If there are subsequent violations, the written reprimand or suspension (of three (3) days or less) will remain in effect until twenty-four (24) months after the issue date of the most recent violation. Records of suspensions of more than three (3) days will become inactive for consideration in future progressive discipline matters thirty-six (36) months after issuance if there are no subsequent violations. If there are subsequent violations, the record of suspension (of more than three (3) days) will remain in effect until thirty-six (36) months after the issue date of the most recent violation.

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 as an ERS. A break lasting less than thirty-one (31) days shall not constitute a break in continuous service, unless otherwise provided for in this section. Once continuous service is broken, the employee loses all previously accumulated seniority.

Section 15.2. 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 FOP/OLC representative.

Section 15.3. Approved unpaid leave of six (6) months or less does not constitute a break in continuous service provided the employee follows the proper procedures for such leave, in accordance with the then-current Employer Policy and Procedure Manual as those policies are applied to the Employer's unrepresented employees, and returns to active service immediately following the expiration of the approved leave.

Section 15.4. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of lay off.

Section 15.5. 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 15.6. Employees on Active Duty Military Leave, in accordance with the then-current Employer Policy and Procedure Manual as those policies are applied to the Employer's unrepresented employees, shall retain their seniority upon reinstatement.

Section 15.7. Employees who voluntary or involuntary separate from employment due to disability, in accordance with the then-current Employer Policy and Procedure Manual as those policies are applied to the Employer's unrepresented employees, shall retain their seniority if reinstated.

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

1. Retirement for more than 24 months;
2. Failure to return to work within fourteen (14) calendar days of a recall from layoff;

3. Failure to return to work at the expiration of a leave of absence; or
4. Resignation of employment lasting more than thirty-one (31) days.

ARTICLE 16. LAYOFF AND RECALL

Section 16.1. Employees may be laid off whenever a reduction in force is necessary due to lack of funds, lack of work, or the abolishment of positions due to reorganization for operational efficiency. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer 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 with the Employer, with the least senior employee being laid off first. If a position exists elsewhere within the Department of Safety Services for which the employee is qualified, the laid off employee shall receive preference for hire into such a position.

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 emailed to the employee at their last known personal email address; as well as by a phone call to the last known phone number. The Employer shall be deemed to have fulfilled its obligations to the employee by sending such an email and making a call.

Section 16.5. The former employee shall have five (5) calendar days following the date of the Employer's sending a recall email or a documented phone call to notify the Employer of their intention to return to work by return email or documented phone call and shall have fourteen (14) calendar days following the date of Employer's sending of the recall email or documented phone call in which to report to duty, unless a later date for returning to work is specified in the email. 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 the Employer's sending of the recall email or document phone call (or such later date as may be specified in the recall email or phone call) notice shall be removed from the recall list and be deemed to have resigned.

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 discretion to choose 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 the right to prohibit the use of compensatory time by an employee where such use would unduly disrupt Employer's operations.

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 1st 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. An Alpha page will be sent to the off-duty ERSs notifying them of the available overtime.

A. The off-duty ERSs have fifteen minutes to respond to the page. The Alpha page list is voluntary and overtime will be assigned on a first-come basis. If an ERS voluntarily accepts overtime, they shall receive fifteen (15) minutes of compensatory time for each overtime hour worked.

Step 2. If Step 1 is unsuccessful, the ERS with the least number of overtime hours worked (excluding overtime hours worked during voluntary classes or meetings) on the shift preceding or following the shift where the absence occurs, shall be mandated to work the overtime. No compensatory time shall be granted under Step 2.

If no ERS volunteers for the overtime, management may elect to assign a Supervisor. Assignment of a Supervisor is not subject to grievance by the bargaining unit member.

Section 18.2. No ERS shall be mandated to work more than eighteen (18) consecutive overtime hours in a twenty-four (24) hour period. An ERS, with permission of the Director, may volunteer to work up to 30 hours overtime in a forty-eight (48) hour period. The Director will, when staffing levels allow, afford ERSs who are mandated to work eighteen (18) consecutive overtime hours in a twenty-four (24) hour period, a minimum of 8 hours off-time before reporting for their next regularly scheduled shift.

Section 18.3. No ERS shall be mandated to work overtime on two consecutive days except during a countywide declaration of emergency or when staffing levels are too low preventing any other options. ERSs may volunteer, but shall not be mandated, to fill overtime for ERT's.

Section 18.4. Extended Notice Overtime. When there is a need to schedule ERSs 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 ERSs to bid for the available overtime.
2. If more than one ERS bids for the same overtime slot, the overtime shall be awarded to the ERS 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 ERSs have the same number of short notice overtime hours worked, the most senior ERS 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 ERS bids for the available overtime, it shall be assigned in accordance with the procedure set forth in Section 18.1, Step 2 of this Article.

Section 18.5. Probationary employees who have completed all required training, shall be included in the equalization of overtime.

Section 18.6. 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 bargaining unit employee shall submit a bid indicating their first and second shift choice. If a bargaining unit employee is on approved leave during the bid period, they shall submit a bid before departing for the leave.
2. When there are more bargaining unit employees bidding for a position than there are positions available, the more senior bargaining unit employee(s) will be assigned to the position.
3. If a bargaining unit employee cannot be assigned to their first choice for a shift, they will be assigned to their second choice.
4. Bargaining unit employees 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 a bargaining unit employee completes their probation during a current shift schedule, they shall be given an opportunity to be assigned to a shift if that assignment does not bump a more senior employee from their shift assignment. If this cannot be accomplished, then the bargaining unit employee shall be assigned to a shift by the Employer until the next shift change bidding opportunity.
5. If a bargaining unit employee fails to submit a bid for shift assignments as indicated above, the bargaining unit employee shall be assigned according to the need of the employer.

Section 19.2. Shifts will be bid every twelve (12) months.

1. The Employer shall establish the beginning dates for each bid.
2. A bargaining unit employee shall have ten (10) days to select their 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. Bargaining unit 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 one dollar (\$1.00) for all hours worked on the bargaining unit employee's regular shift.

ARTICLE 21. COURT TIME/CALL-OUT TIME

Section 21.1. A bargaining unit 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 ERS, 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 bargaining unit employee is appearing pursuant to a subpoena;
2. The court proceeding is a criminal prosecution;
3. Witness fees are returned to the County; and
4. Documentation is provided which establishes when the bargaining unit employee was released from his subpoena.

Section 21.2. A bargaining unit 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 bargaining unit 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 as follows:

Effective the first pay of 2022, Emergency Resource Supervisors shall be paid in accordance with the following wage scale:

| STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|--------------|-----------------------|------------|-----------|-----------|-----------|
| probationary | probationary - year 2 | Years 3 -4 | Years 5-6 | Years 7-9 | Years 10+ |
| \$28.50 | \$29.64 | \$30.87 | \$31.60 | \$32.39 | \$33.68 |

Effective the first pay of 2023, Emergency Resource Supervisors shall be paid in accordance with the following wage scale: (Reflects 3% increase from 2022 wages)

| STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|--------------|-----------------------|------------|-----------|-----------|-----------|
| probationary | probationary - year 2 | Years 3 -4 | Years 5-6 | Years 7-9 | Years 10+ |
| \$29.36 | \$30.53 | \$31.80 | \$32.55 | \$33.35 | \$34.69 |

Effective the first pay of 2024, Emergency Resource Supervisors shall be paid in accordance with the following wage scale: (Reflects 3% increase from 2023 wages)

| STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|--------------|-----------------------|------------|-----------|-----------|-----------|
| probationary | probationary - year 2 | Years 3 -4 | Years 5-6 | Years 7-9 | Years 10+ |
| \$30.24 | \$31.45 | \$32.75 | \$33.52 | \$34.36 | \$35.73 |

The Department of Public Safety Services (DPSS) Director has the right to hire up to Step 4.

In no event shall an employee exceed the maximum hourly rate for their base pay.

ARTICLE 23. VACATION

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 bargaining unit employee will receive an additional one time forty (40) hours of vacation on the bargaining unit employee's 8th, 15th, and 25th 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 a bargaining unit employee is in a "no-pay status" (leave of absence, disciplinary suspension, etc.).

Section 23.4. Bargaining unit 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. A bargaining unit employee may only be permitted to carry over thirty-six (36) hours annual vacation to the next year. The bargaining unit 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 as of a bargaining unit employee's anniversary date, a bargaining unit employee has an amount greater than the accrual amount plus thirty-six (36) hours, the employer shall in the next pay period pay the bargaining unit employee for all excess hours at the bargaining unit employee's base rate of pay.

Section 23.6. A bargaining unit employee beginning service with a political subdivision of the State of Ohio accrues vacation time. For purposes of determining the rate at which a bargaining unit employee accrues vacation, the employer will consider a bargaining unit 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. Bargaining unit employees 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 bargaining unit employee with prior service with a government agency outside Clermont County must provide proof of such

employment to the Board of Clermont County Commissioners to include such employment in the bargaining unit employee's prior service time. Prior service credit will not apply to a bargaining unit employee who has retired and is rehired after June 24, 1987.

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

Section 23.8. Bargaining unit employees may submit their vacation requests by May 1 of the calendar year. Vacation requests will be approved according to Department of Safety Services seniority. Requests submitted after May 1 shall be approved in the order of the request and according to availability.

Section 23.9. Bargaining unit employees' vacation requests 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 eleven (11) legal holidays.

| | |
|------------------------|--|
| New Year's Day | (1 st day of January) |
| Martin Luther King Day | (3 rd Monday in January) |
| President's Day | (3 rd Monday in February) |
| Memorial Day | (Last Monday in May) |
| Juncteenth | (June 19 th) |
| Independence Day | (4 th day of July) |
| Labor Day | (1 st Monday in September) |
| Veterans' Day | (11 th day of November) |
| Thanksgiving Day | (4 th Thursday of November) |
| Day after Thanksgiving | |
| Christmas Day | (25 th day of December) |

Section 24.2. Bargaining unit employees shall observe the holiday on the actual day of occurrence. Bargaining unit 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 bargaining unit employees regularly scheduled work hours (as defined in Section 17.1) for one (1) day.

Section 24.4. Bargaining unit employees, who do not work on a holiday, shall receive at their option, holiday pay equal to the bargaining unit employees regularly scheduled work hours or equal hours of holiday compensatory time. It is the bargaining unit employee's responsibility to indicate his/her intentions to convert the holiday time to pay. All hours paid shall be at the bargaining unit employee's current rate of pay, including any increases for other special assignments. All holiday time will default to holiday compensatory time unless otherwise indicated by the bargaining unit 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 bargaining unit employee in the first pay period of December in a separate check. With approval, a bargaining unit employee scheduled to work on a holiday, may take the day off with pay upon the bargaining unit employee's written request. Bargaining unit 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. Bargaining unit employees who work on a holiday shall receive, at their option, holiday pay equal to the bargaining unit 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. Bargaining unit 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 a bargaining unit 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. Bargaining unit employees may submit their holiday requests by May 1 of the calendar year. Holiday requests will be approved according to Department of Safety Services seniority. Requests submitted after May 1 shall be approved in the order of the request and according to availability.

ARTICLE 25. SICK LEAVE

Section 25.1. The FOP/OLC recognizes that adequate staffing at the lowest cost is essential to efficient management. A bargaining unit employee may request sick leave only for purposes set forth in §124.38 ORC, as amended. Immediate family member is as defined in §123:1-47-01 OAC, as amended. Permitted sick leave includes:

- A. The illness, injury, or pregnancy-related condition of the bargaining unit employee.
- B. Exposure of the bargaining unit 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 bargaining unit employee or the health of others.
- C. Death of a member of the bargaining unit employee's immediate family as defined herein, with such usage limited to five days.
- D. Medical, dental or optical examination or treatment of the bargaining unit employee or a member of his or her immediate family as defined herein, requiring the bargaining unit employee's presence and which cannot be scheduled during non-working hours.
- E. The illness, injury, or pregnancy-related condition of a member of the bargaining unit employee's immediate family as defined herein, where the bargaining unit employee's presence is reasonably necessary for the health and welfare of the bargaining unit employee or affected family member.

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

Section 25.3. 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 25.4. The amount of sick leave time any one bargaining unit employee may accrue is unlimited, but may not exceed one hundred twenty (120) hours per bargaining unit employee in an anniversary year.

Section 25.5. Sick leave will be granted to attend to the needs of an ill or injured member of a bargaining unit 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 25.6. Sick leave shall be charged in minimum accounts of one-half (1/2) hour.

Section 25.7. Bargaining unit employees absent on paid sick leave shall be paid at the same basic hourly rate as when they are working.

Section 25.8. A bargaining unit employee requesting sick leave shall inform the Director or their 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 Director or their are made. Only absences logged by the Director or their 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 bargaining unit employee will submit to such medical examination, nursing visit, or other inquiry which the Director or their designee deems necessary. The cost of such examination, visit, or inquiry shall be absorbed by the Employer.

A. When a bargaining unit employee returns to work following an absence, the Director or their designee will require such bargaining unit 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 Director or their designee may require the bargaining unit 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 Director or their designee, 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 or their designee to determine whether the absence will be approved.

Section 25.9. Vacation leave may be used for sick leave purposes, at the bargaining unit employee's request, and with the approval of the Director or their designee, after sick leave is exhausted. Bargaining unit employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Director or their designee, be granted a personal leave of absence without pay for a period not to exceed six (6) months.

Section 25.10. The Director or their designee may initiate investigations when a bargaining unit employee is suspected of abusing sick leave privileges. The Director or their designee may require a bargaining unit 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 or their designee may require a physician's certificate to the effect that the presence of the bargaining unit employee is necessary to care for the ill person.

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

Section 25.11. Family Medical Leave.

Leave available under the Family Medical Leave Act (FMLA) shall be in compliance with 29 U.S.C. 2601 et seq., applicable regulations, and Clermont County policy. When using FMLA leave, bargaining unit employees shall exhaust all paid leave concurrent with their FMLA leave. All FMLA leave shall be calculated using a rolling 12-month period and not on a calendar year basis.

Section 25.12. Annual Sick Leave Conversion.

- A. A bargaining unit employee may at his/her option, convert up to seventy-two (72) unused sick leave hours to personal leave days with pay on the basis of two for one (2 for 1) provided the bargaining unit 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. The use and accrual of these personal leave days shall be subject to the then-current Employer's Policy and Procedure Manual as applied to the County's unrepresented employees.
- B. Conversion of sick leave under this policy shall eliminate those converted credits from the bargaining unit 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 bargaining unit employee's sick leave balance.

Section 25.13. Sick Leave Conversion Upon Retirement.

- A. Payment under this provision shall be made only once and shall eliminate all sick leave credit accrued by a bargaining unit employee.
- B. Eligible bargaining unit employees, retiring from active service shall complete a sick leave conversion form to initiate the payment process.
- C. Bargaining unit 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 bargaining unit 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) 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 bargaining unit employee requests sick leave, and any absence from regular scheduled hours for which no paid leave is available except:

1. An absence during which a bargaining unit employee 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; or
4. Sick Leave for an injury or illness that is deemed an allowable claim by the Bureau of Workers Compensation.

Section 26.3. Bargaining unit 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 a bargaining unit employee on ASLW, the bargaining unit employee and his/her FOP/OLC representative shall be promptly notified in writing of the reason for placement and of the action(s) being required of the bargaining unit employee in accordance with Section 5 of this Article.

Section 26.5. Bargaining unit employees placed on ASLW may be subject to one or more of the following actions:

1. Submission of a statement, written by the bargaining unit 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 bargaining unit employee. The statement shall include the names, and phone numbers of the physician, psychologist or other medical professional care that the bargaining unit employee is under, relative to the reason for absence.

2. Submission of a statement from the bargaining unit 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 bargaining unit 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 a bargaining unit employee is on ASLW for a period of one (1) year or more, sick time review will then occur every ninety (90) days. The bargaining unit 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. Bargaining unit employees shall be promptly notified of their removal from ASLW.

Section 26.7. Bargaining unit employees who are found to have abused sick leave or have failed to comply with the requirements of ASLW, may be subject to disciplinary action.

ARTICLE 27. PAID ABSENCE DAYS

Section 27.1. Any bargaining unit 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 it was earned. If not taken within one (1) year, the day shall be paid to the bargaining unit employee.

ARTICLE 28. LEAVE OF ABSENCE

Section 28.1. Leave Without Pay.

Bargaining unit employees may request unpaid leave in accordance with the then-current Employer Policy and Procedure Manual as applied to the Employer's unrepresented employees. Any leave granted for a reason which would entitle a bargaining unit employee to leave under the Family Medical Leave Act shall be in accordance with this Agreement.

Section 28.2. Disability Leave.

A bargaining unit employee who feels he is unable to perform the essential duties of his position due to a disabling illness, injury, or other condition and has completed his probationary period may request voluntary disability separation in accordance with the then-current Employer Policy and Procedure Manual as applied to the Employer's unrepresented employees. When the Employer has reason to believe an employee is unable to perform the essential duties of his position due to a disabling illness, injury, or other condition, the Employer may place the bargaining unit employee on involuntary disability separation in accordance with the then-current Employer Policy and Procedure Manual as applied to the Employer's unrepresented employees.

Section 28.3. Civic Duty Leave.

This leave is provided to bargaining unit employees to ensure that no bargaining unit employee serving on a jury, appearing as a witness in a court case, etc., will suffer a loss of wages for performing that important duty. Civic Duty leave shall be requested in accordance with the then-current Employer Policy and Procedure Manual as applied to the Employer's unrepresented employees.

Section 28.4. Administrative Leave.

The Director or their designee, may place a bargaining unit employee on administrative leave in accordance with ORC 124.388.

ARTICLE 29. INSURANCE BENEFITS

Section 29.1. Bargaining unit employees shall be offered the Employer's health insurance program and, if accepted, shall make the required employee contribution on the same basis as non-bargaining unit employees.

Section 29.2. Bargaining unit employees shall be offered term life insurance on the same basis as non-bargaining unit employees.

ARTICLE 30. EQUIPMENT/CLOTHING

Section 30.1. The Employer will supply, at no cost to the bargaining unit 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 or delete items of the uniform or issued equipment at any time.

Section 30.2. All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of a bargaining unit employee, be returned to the Employer prior to the issuance of any financial compensation to the bargaining unit employee. Any issued item, which is lost by a bargaining unit employee shall either be replaced or paid for at current market value, at the option of the bargaining unit employee.

Section 30.3. The Employer shall have the right to impose reasonable grooming standards regarding hairstyles, facial hair, jewelry and other accessories.

Section 30.4. 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 30.5. Bargaining unit employees shall be permitted to wear "Casual Clothes" as defined by policy on all holidays listed in Article 24 of this Agreement.

ARTICLE 31. TRAINING

Section 31.1. All training required of a bargaining unit 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 31.2. On multiple day training sessions, which occur on a scheduled work day, where the bargaining unit 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 31.3. Bargaining unit employees required to attend training sessions, scheduled on the bargaining unit employee's day off, shall be compensated for travel time pursuant to the Employer's then-current Policy and Procedure Manual, as applied to Employer's unrepresented employees, and all training time shall be counted as time worked. Should a training session end earlier than scheduled, the bargaining unit employee shall be paid to the end of the scheduled training time.

Section 31.4. 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 32. JOB CLASSIFICATION

Section 32.1. The bargaining unit employees' classification title shall be Emergency Resource Supervisor (ERS) and shall be included in the Employer's index of class plan titles and table of organization. The position description for the ERS shall be maintained and updated as needed by the Employer. If the Employer makes substantial changes in the duties of the position or the position description, or if a new job is established which has not been previously classified, the Employer shall meet with the FOP/OLC 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 FOP/OLC are unable to reach an agreement on the issue, the Employer shall establish a temporary rate and classification and will promptly notify the FOP/OLC in writing. Thereafter, the FOP/OLC 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 FOP/OLC, or decided by the arbitrator, shall become part of the wage rates established by this agreement.

ARTICLE 33. SPECIAL ASSIGNMENTS

Section 33.1. 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.

Section 33.2 **“TAC” OFFICERS.** Bargaining unit employees, designated as TAC Officers, shall receive twelve (12) hours compensatory time annually for working in that capacity.

ARTICLE 34. TRAVEL REIMBURSEMENT

Section 34.1. Bargaining unit employees, when so authorized by the Employer, shall receive compensation in accordance with the Employer's Policy and Procedure Manual, 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 35. LABOR MANAGEMENT AND SAFETY COMMITTEE

Section 35.1. 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/OLC 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/OLC in the best interest of the community; and
5. Discussing safety and health issues of the Department.

Section 35.2. The County will make every effort to maintain equipment in a safe and healthful condition. No bargaining unit 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 bargaining unit employee as the bargaining unit employee is required to maintain his/her personal equipment in an operable and safe fashion. Bargaining unit employees must comply with all safety rules and regulations. Failure to comply is grounds for disciplinary action.

Section 35.3. All bargaining unit employees are responsible to report, in writing, all unsafe conditions relating to Communications Center operations to the Director. No bargaining unit employee shall be subject to any disciplinary action for such reporting.

Section 35.4. The Employer shall not instruct any bargaining unit employee 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 bargaining unit employee shall operate the equipment. Said supervisor's decision is subject to the Grievance and Arbitration procedure.

Section 35.5. The FOP/OLC 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 35.6. All bargaining unit employees of the Labor Management and Safety Committee shall be paid at their regular rate of pay while attending committee meetings on duty.

ARTICLE 36. SAVINGS CLAUSE AND SEVERABILITY

Section 36.1. 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 36.2. 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 37. NO STRIKE/NO LOCKOUT

Section 37.1. The Employer and the FOP/OLC 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/OLC and the bargaining unit 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 bargaining unit 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 bargaining unit employee is engaged in any violation of this Article, the FOP/OLC shall, upon notification by the Employer, immediately order such bargaining unit employees to resume normal work activities and shall publicly denounce any violations of this Article.

The FOP/OLC, its officers, agents, representatives, members and all other bargaining unit 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 bargaining unit employees entered into, or any strike called for by the FOP/OLC 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 bargaining unit employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones, or lends support to any strike. In the event of a strike, FOP/OLC officers and representatives shall continue to carry out their duties as bargaining unit employees and will take positive action to bring the strike to an end.

Section 37.2. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees.

ARTICLE 38. WAIVER

Section 38.1. 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/OLC, and all prior Agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Employer and the FOP/OLC, 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/OLC to allow the Employer the right to take any action or make any change regarding 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 39. DURATION

This Agreement shall be effective upon ratification by the Union and subsequent approval by the Clermont County Board of Commissioners. It shall remain in full force and effect until midnight of the last day of December 2024. Should either party desire to terminate or modify this Agreement, they shall give notice to the other party not earlier than one hundred twenty (120) days earlier than nor later than sixty (60) days prior to December 31, 2024.

IN WITNESS WHEREOF, the parties have, through their authorized representatives,
entered into this Agreement this 2nd day of February, 2022.

**FOR CLERMONT COUNTY
COMMISSIONERS:**

Absent
Bonnie J. Batchler, President

David L. Painter
David L. Painter, Vice President

Claire B. Corcoran
Claire B. Corcoran, Member

John F. Kiskaden
John F. Kiskaden, Director
Department of Public Safety Services

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

Rick Paquette
Rick Paquette, Staff Representative

Jason Noonan
Jason Noonan, Bargaining Committee

