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MEMORANDUM OF UNDERSTANDING  
Between Miami County Sheriff and  
Ohio Patrolmen's Benevolent Association  
SERB Case Number 2013-MED-09-1197

The Miami County Sheriff, hereinafter referred to as the ("Employer") and the Ohio Policemen's Benevolent Association, hereinafter referred to as the ("Union") enter into this "Memorandum of Understanding" (MOU) with the purpose of modifying the terms of their collective bargaining agreement as set forth below. This MOU commenced on a trial basis effective January 3, 2015, and after being ratified by the Union will remain in effect until December 31, 2016.

The purpose of this MOU is to continue the twelve (12) hour shift schedule ratified by the Union for those bargaining unit members who are Corrections Officers.

ARTICLE 16  
HOURS OF WORK AND OVERTIME

Section 16.1. Each employee's work schedule shall be determined by the Employer. The standard work schedule for employees classified as a Secretary shall not exceed forty (40) hours in a seven (7) day period. The standard work schedule for Corrections Officers shall consist of no more than one hundred and sixty-eight (168) hours in a twenty-eight (28) day work period. Any time worked by a Secretary in excess of forty (40) hours in a seven (7) day period shall be considered overtime. Any time worked by a Corrections Officer in excess of twelve (12) hours per day, one hundred and sixty-eight (168) hours during a twenty-eight (28) day period, or on the officer's regularly scheduled day off shall be considered overtime. However, there shall be no pyramiding of overtime payments for the same hours worked. For purposes of compliance with the Fair Labor Standards Act (FLSA) only, the parties agree overtime will be computed in accordance with Title 29 USC, Section 207(K).

The schedule for the duration of this MOU shall be as attached.

Workshifts shall be from 7 a.m. to 7 p.m. and 7 p.m. to 7 a.m. Workshifts for employees acting as Officer in Charge shall be 6 a.m. to 6 p.m. and 6 p.m. to 6 a.m.

Every six (6) weeks each employee shall be granted a paid twelve (12) hours day off work abutting an employee's off days per the attached schedule. For the senior employees on the shift, such day off shall abut their normally scheduled shifts in such a way as to require the use of one (1) paid leave day to create seven (7) consecutive days off; while for the least senior employees on the shift, such days shall abut their normally scheduled shifts in such a way as to require the use of 2 (two) paid leave days to create seven (7) consecutive days off. Such paid days off shall be counted as hours worked for the purposes of calculating overtime and for all other benefits.

Section 16.2. All hours in active pay status shall be considered hours worked for the purpose of determining overtime eligibility. Any leave requested by an employee shall be deducted from the employee's leave balance based on the number of hours per day the employee was scheduled to work at the time such leave was requested.

Section 16.3. Employees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for any overtime actually worked. The Employer may elect to grant compensatory time in lieu of payment for overtime as described above. Compensatory time, if authorized, will be accumulated on a time and one-half (1½) basis for each hour of overtime worked. Bargaining unit employees shall not be permitted to accumulate more than eighty-four (84) hours of compensatory time, unless approved by the Sheriff. Any compensatory time in excess of eighty-four (84) hours shall be paid to the employee, unless approved as described above.

Employees shall normally request the use of compensatory time in writing at least forty-eight (48) hours prior to the requested commencement of such leave. The Employer may approve the use of compensatory time with less than forty-eight (48) hours advance notice if such use does not create overtime. The employee shall be notified if his/her request to use comp time has been approved within twenty-four (24) hours following said request. The Employer may determine the need for an employee(s) to use compensatory time accumulated or direct the payment of said compensatory time to the employee(s).

Section 16.4. Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall make a reasonable effort to equally distribute offerings of overtime among qualified bargaining unit employees within the same classification. In the event any bargaining unit employee does not desire to work overtime offered by the Employer, the Employer may order any employees that are qualified to perform the work to work the overtime.

Section 16.5. It is understood and agreed by the parties that when the Employer has determined that the operational needs of the Sheriff's Office require overtime, any or all employees may be required to work overtime. Any bargaining unit employees that are on light duty shall not be allowed to work any overtime unless all other eligible bargaining unit members have declined the overtime opportunity.

Section 16.6. The Employer may adjust the work schedule of employees on a twenty-eight (28) day schedule. Additionally, employees, with the prior approval of their supervisor, may choose to "flex" their schedule within the period by doing one (1) of the following:

- A. Taking time off of a regular scheduled shift equivalent to any number of additional hours worked, during the same twenty-eight (28) day work period; or
- B. Where special assignment (i.e., investigations, surveillance, etc.), military leave, or training requires non-standard working hours, by establishing their work day or work schedule around the non-standard hours.

The above provisions shall be applied over a seven (7) day work period in regards to employees employed as a Secretary.

Section 16.7. With the prior approval of the Employer or designee, a Corrections Officer shall be permitted to exchange days off or work shifts with another Corrections Officer conditioned on the following restrictions:

1. If the Corrections Officer initiating the trade has vacation, personal leave, or compensatory time available and staffing levels permit him/her to utilize such time without creating the need to call in another Corrections Officer, the Employer may require the Corrections Officer to use such leave as listed above.
2. If the trade would result in a shortage of female Corrections Officers on the shift, the trade shall not be permitted.
3. Such trade shall not result in either employee working more than sixteen (16) consecutive hours. The Employer may make an exception to this restriction in the case of an emergency.
4. At the time the request is made, the requesting employee must state when the time is to be returned to the working Corrections Officer, which shall be within three (3) weeks following the date of the trade.

In the event an employee is unable to work the exchanged shift he or she agreed to cover, such employee shall be charged vacation or personal leave time for all hours missed. The employee shall also be subject to discipline for missing work.

Such exchanges shall not effect the active pay status of either employee, except that a Corrections Officer who works an exchange and is required to work additional hours beyond the exchanged shift hours, shall receive the overtime compensation.

Section 16.8. Except when unusual circumstances prohibit, employees of the bargaining unit shall receive a thirty (30) minute meal period during each shift. However, all employees are subject to call and on-duty if the need arises.

## ARTICLE 18 HOLIDAYS

Section 18.1. Scheduled holidays shall be as follows:

New Year's Day, January 1st  
Martin Luther King Day, third Monday in January  
Presidents Day, third Monday in February  
Memorial Day, last Monday in May  
Independence Day, July 4th  
Labor Day, first Monday in September  
Columbus Day, second Monday in October  
Veterans Day, November 11th  
Thanksgiving Day, fourth Thursday in November  
Christmas, December 25<sup>th</sup>

The work schedule for Corrections Officers and Jail Secretaries shall include any of the above holidays. Office secretaries normally scheduled to work Monday through Friday shall observe the holidays on the actual dates of occurrence, except when a holiday falls on Saturday, it shall

be observed on the preceding Friday, and when a holiday falls on Sunday, it shall be observed on the succeeding Monday. Corrections Officers and Jail Secretaries shall receive their regular hourly rate of pay plus holiday pay as specified below.

Section 18.2. Corrections Officers and Jail Secretaries shall receive a twenty-seventh (27th) pay, payable in November of each year as remuneration for the holidays which occurred during their period of employment for the calendar year. Office Secretaries shall be scheduled off on the day of holiday observance in lieu of the twenty-seventh (27th) pay as outlined above. If such secretaries are required by the Employer to work on a holiday, they shall receive one (1) hour's pay for each hour worked on the holiday, in addition to the holiday pay.

Section 18.3. In addition to the above listed holidays, upon the request of an employee, the Employer shall grant two (2) days of straight time paid leave to each employee per year, provided that the granting of such request does not interfere with the efficient operation and staffing requirements of the Sheriff's Office. Notwithstanding the previous sentence, employees that start employment with the Miami County Sheriff will receive two (2) personal leave days if they begin their employment during the first six (6) months of the calendar year and only one (1) personal leave day if they begin their employment after July 1 of the calendar year. For purposes of this section, a "day" shall be equal to the number of hours the employee is normally scheduled to work.

Section 18.4. Personal leave shall not accumulate from year to year nor shall personal leave be compensated for in any manner if not used.

Section 18.5. Personal leave shall be requested no later than forty-eight (48) hours prior to the requested commencement of such leave on the form supplied by the Employer. The employee shall be notified within twenty-four (24) hours if his/her request to use personal leave has been approved.

Section 18.6. In any contract year that the Miami County Commissioners pass a resolution granting the day after Thanksgiving as a holiday to the non-bargaining unit employees under their supervision, any Corrections Officer working on such holiday shall be granted one (1) paid floating holiday of one (1) workday which must be used prior to the following Thanksgiving. All secretaries shall be granted the day after Thanksgiving off with pay.

## ARTICLE 22 FUNERAL LEAVE

Section 22.1. The Employer shall grant up to, but not to exceed, three (3) days of paid sick leave to an employee who suffers an immediate family member's death. The appropriate amount of sick days will be deducted from the employee's sick leave balance. Notwithstanding the previous sentence, in the event of the death of the employee's mother, father, stepparent, spouse or children, or stepchildren such days of funeral leave shall not be deducted from sick leave. For purposes of this section, a "day" shall be equal to the number of hours the employee is normally scheduled to work.

Section 22.2. Said leave shall only be granted for those days for which the employee is scheduled to work and funeral leave shall not be granted for any days after the funeral unless approved by the Sheriff or designee.

Section 22.3. Additional days may be granted from other accumulated paid leave. Reasonable requests for additional time off without pay will be granted at the discretion of the Employer.

Section 22.4. For the purpose of this article, immediate family shall be defined as the employee's mother, father, son, daughter, spouse, legal guardian or other person who stands in place of a parent (loco parentis), brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, or the spouse's mother, father, sister, brother, or grandparents.

## ARTICLE 29 EDUCATION AND TRAINING

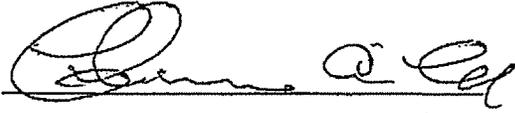
Section 29.1. All training required of an employee by the Employer shall be paid for by the Employer. All actual time spent in required training sessions shall be counted as time worked, including driving time to and from a training site other than in-county departmental training sites. On multiple-day training sessions where the employee has 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 employee's regular hours of work. Employees on a twelve (12)-hour day schedule have the option to take four (4) hours of compensatory time or work for the last four (4) hours of their shift after their eight (8) hour training day.

Section 29.2. The Employer shall pay for all necessary lodging, travel expenses, materials, tuition, and fees pursuant to the Employer's policy for all required training.

Section 29.3. The Employer may approve employee's requests to attend voluntary job-related training programs. The Employer will reimburse the employee for all preapproved voluntary training expenses less any compensation paid for overtime hours worked while engaged in such training. Hours spent in voluntary training, conducted by an institution other than the Employer, outside the employee's scheduled working hours shall not be considered hours worked nor compensated by the Employer.

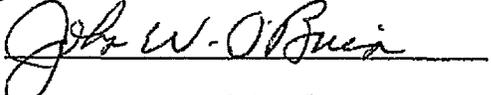
Section 29.4. The Employer may require written verification of the time the employee spent in actual training sessions and receipts for any expenses for which the employee requests reimbursement.

FOR THE MIAMI COUNTY SHERIFF:



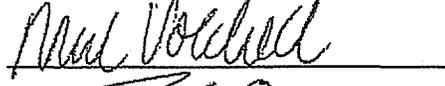
(John F. Evans, Absent)

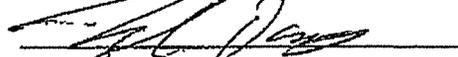


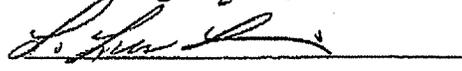


DATE SIGNED: 05.07.2015

FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION:







DATE SIGNED: \_\_\_\_\_