



REFER TO RESOLUTION NO. 14-0991  
DATED: 7/22/14

## CONTRACT

Between

**MONTGOMERY COUNTY SHERIFF  
MONTGOMERY COUNTY, OHIO**

13-MED-09-1088  
1711-01  
K31029  
07/24/2014



**AND**

**Fraternal Order of Police  
Ohio Labor Council**

**Deputies**

**January 1, 2014 – December 31, 2016**

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1 ARTICLE 1

2  
3 **PREAMBLE**

4  
5 A. This Agreement is made between the Sheriff of Montgomery County Ohio,  
6 hereinafter referred to as "Sheriff" or "Employer" and the Fraternal Order of  
7 Police, Lodge 104, hereinafter referred to as the "Union." for the purpose of  
8 achieving better understanding between the parties, to achieve and maintain  
9 a satisfactory and stabilized employer/employee relationship and to promote  
10 improved work performance; to attract and retain qualified employees; and  
11 provide for the peaceful and equitable adjustment of differences which may  
12 arise. It is further the purpose of this Agreement to assure the effectiveness  
13 of service by providing an opportunity for employees to meet with the  
14 employer and to exchange views and opinions on policies and procedures  
15 affecting the conditions of their employment, and to provide an opportunity for  
16 the Union and the employer to negotiate as to wages, employee benefits, and  
17 working conditions. This Agreement pertains to employees of the  
18 Montgomery County Sheriff who are members of the bargaining unit as  
19 defined hereunder.

20  
21 B. Definitions. For this agreement the following definitions will apply:

22  
23 **Administrative Day:** An administrative working day is defined as Monday  
24 through Friday excluding holidays.

25  
26 **Day:** A day is defined as a calendar day.

27  
28 **Working Day:** The signing grievant 's scheduled "working day". Working  
29 day does not include approved vacation, sick leave personal absence, or  
30 compensatory days.

1 ARTICLE 2

2  
3 **RECOGNITION AND DUES DEDUCTION**

4  
5 SECTION 2.1 - RECOGNITION

- 6  
7 A. The Employer hereby recognizes the Fraternal Order of Police, Lodge 104, as  
8 the sole and exclusive bargaining agent for negotiating wages, hours, and  
9 other terms and conditions of employment for all full-time employees of the  
10 Sheriff's Office in the classification of Deputy Sheriff.  
11  
12 B. Part time, temporary, seasonal, and intermittent employees are not included  
13 in the bargaining unit.  
14  
15 C. Employees in their initial probationary period as a deputy sheriff are part of  
16 the bargaining unit after completion of sixty (60) days employment for the  
17 limited coverage of this Agreement for purposes of wages, hours and  
18 economic fringe benefits, but not other conditions of employment.  
19

20 SECTION 2.2 – DUES DEDUCTION

- 21  
22 A. The County will deduct normal and customary dues from the monthly wages  
23 and salaries of such members as will indicate individually, and voluntarily  
24 certify in writing, that they authorize such deduction. In the event a member's  
25 wages are insufficient for the full deductible amount, the County will deduct  
26 the full amount from the member's next monthly earnings when the amount  
27 earned is sufficient. Individual and written notification must be presented to  
28 the Montgomery County Payroll Office and such dues will be deducted no  
29 later than thirty (30) days following the filing of the written application for  
30 deduction.  
31  
32 B. Such written authorization may be withdrawn at any time by said member by  
33 giving written notice of intent to cancel the dues deduction authorization. It is  
34 understood that it will not take longer than thirty (30) days from the filing of  
35 such written cancellation notice with the Montgomery County Payroll Office to  
36 effect such cancellation.  
37  
38 C. All deductions under this article, along with an alphabetical list of names of all  
39 employees whose dues have been deducted, will be transmitted to the Union  
40 designated address, no later than the tenth (10th) day following the date of  
41 the deduction. Upon receipt of said funds, the union will assume full  
42 responsibility for the disposition of all funds deducted.  
43  
44 D. The Union agrees to hold the Employer and the County harmless from any  
45 claims or actions filed by employees arising from dues deductions authorized

1 under this article and to indemnify the Employer and the County for any and  
2 all liability arising from claims resulting from the operation of this article.

3  
4 E. The Union agrees that upon receipt of the dues collected by the County, that  
5 it has the sole and exclusive obligation and responsibility for distribution of the  
6 funds.

7  
8 F. Fair Share Provisions - It is agreed that all employees who do not join the  
9 Union or remain members in good standing will be required to pay a fair share  
10 fee to the Union. This obligation will commence upon the successful  
11 completion of sixty (60) days of employment.

12  
13 This provision will not require any employee to become a member of the  
14 Union, nor will the fair share fee exceed that percentage of the normal dues  
15 used by the Union in administration of the collective bargaining agreement.  
16 The deduction of a fair share fee by the Employer from the payroll check of  
17 the employee and its payment to the Union is automatic and does not require  
18 the written authorization of the employee.

19  
20 Employees who are not members of the employee organization will have all  
21 rights prescribed in Section 4117.09 (C) of the Ohio Revised Code.

1 ARTICLE 3

2

3 **NON-DISCRIMINATION**

4

5 A. It is the policy of Management and of the Fraternal Order of Police that the  
6 provisions of this Agreement shall be applied equally to all employees without  
7 due regard to age, sex, marital status, race, color, creed, disability, and  
8 national origin.

9

10 B. Management and the Fraternal Order of Police recognize their respective  
11 responsibilities under Federal and State Civil Rights Laws, constitutional and  
12 statutory requirements. Therefore, Management and the Fraternal Order of  
13 Police hereby reaffirms their commitments, legal and moral, not to  
14 discriminate in any manner relating to employment on the basis of age, sex,  
15 marital status, race, color, creed, disability, or national origin.

16

17 C. Allegations of violations of this article may be appealed to the Sheriff/  
18 designee only, and may not be subject of a grievance.

1 ARTICLE 4

2  
3 **UNION BUSINESS**

4  
5 SECTION 4.1 – UNION OFFICERS

6  
7 A. The Union will elect one (1) member who will be designated as President and  
8 one (1) member designated as Vice President. It will be the Union's  
9 responsibility to advise the Sheriff, in writing and on a timely basis, of the  
10 names of those employees selected to fill these positions, and the employee  
11 assigned as the designated union representative.

12  
13  
14 B. The authorized functions of the President or Vice President or their designee  
15 include but are not limited to the following:

- 16 • Attending Labor/Management Meetings.
- 17 • Attending Effects Bargaining Sessions.
- 18 • Posting of Union notices on bulletin boards.
- 19 • Representing an employee in a grievance or disciplinary conference.
- 20 • Acting as the Liaison between the Employer and the Union.
- 21 • Receiving copies of employee correspondence regarding the  
22 grievance or discipline of an employee.

23  
24  
25  
26  
27  
28  
29  
30 The President, Vice President or their designee will be released from their  
31 normal duty hours to participate in meetings and discussions with regard to  
32 the aforementioned areas without loss of pay, FOP Time, or benefits.  
33 However, the employees will provide a forty-eight (48) hour notice whenever  
34 possible, so that the Employer can make any necessary scheduling  
35 adjustments. The President or Vice-President or their designee will not  
36 receive overtime pay to conduct Union business or to process grievances.

37  
38 C. The Employer will convey all required Union notification involving appealable  
39 discipline or terminations to the Union's designated employee representative.

40  
41 D. Time used for Union business will be documented by memorandum to the  
42 Personnel Director with a copy to the member's supervisor. The President  
43 may be excluded from this documentation requirement, at the option of the  
44 Employer.

1 SECTION 4.2 - NEGOTIATORS

- 2
- 3 A. The Union will identify the members of its negotiating team in writing at the
- 4 time either party serves written notice of a desire to renegotiate the terms of
- 5 this Agreement.
- 6
- 7 B. The Union Negotiations team will consist of the Chief Negotiator (non-
- 8 employee), the Union President or designated (Union member)
- 9 representative, and not more than five (5) members of the bargaining unit.
- 10
- 11 C. The Employer will assign all members of the negotiating team, to day shift for
- 12 those mutually agreed days contract negotiations and work sessions are
- 13 scheduled on the member's regular duty day. Team members who attend
- 14 negotiations on a scheduled day off may adjust their hours, on an hour for
- 15 hour basis, up to a maximum one duty day per negotiation day, on a regular
- 16 scheduled work day, as approved by their Division Commander. Meetings to
- 17 discuss contract issues, including effects bargaining sessions, do not
- 18 constitute negotiations under this section.
- 19

20 SECTION 4.3 - INFORMATION

21

22 The Employer will inform the Union of new employees via personnel orders.

23 The Employer will forward to the Union any Bargaining Unit employee change

24 of address. Each time the Union amends their constitution and by-laws, the

25 Union will furnish the Employer an updated copy.

26

27 SECTION 4.4 –RELEASE TIME FOR UNION MEETINGS/CONFERENCES

28

29 The Employer will grant time off for up to four (4) elected Union officers or

30 their designees, who are employees covered in this Agreement, at any one

31 time, for the purpose of attending and/or conducting regular or special Union

32 meetings or Union conferences. Employees will provide a forty-eight (48)

33 hour notice whenever possible, so that the Employer can make any

34 necessary scheduling adjustments for the efficient operation of the office. On

35 January 1st of each year, the Employer will provide the Union a bank of four

36 hundred fifty (450) hours of paid FOP release time, which includes an annual

37 one (1) hour automatic deduction of vacation leave from each bargaining unit

38 employee. Upon written request by the Union by December 15 each year, up

39 to one hundred fifty (150) hours of unused Union leave may be carried over

40 from even-numbered years to odd-numbered years. This section is not

41 intended to limit the number of members attending such meetings.

42

43 SECTION 4.5 – GRIEVANCE REPRESENTATIVES

44

45 In the case of any disciplinary conferences or grievances, the President/

46 designee will be allowed sufficient time, without loss of pay or benefits, to

1 investigate a grievance, schedule meetings, or attend meetings with the  
2 Sheriff / designee. To ensure appropriate staffing levels, the president /  
3 designee must first notify their immediate supervisor of the need to attend the  
4 meeting.

5  
6 **SECTION 4.6 – UNION MEMBERSHIP**

7  
8 The Employer will not interfere with the rights of employees to become  
9 members of the Fraternal Order of Police. The Employer will not discriminate  
10 against employees because of union activity.

1 ARTICLE 5

2  
3 **MANAGEMENT'S RIGHTS**

4  
5 SECTION 5.1 – RIGHTS OF MANAGEMENT

6  
7 Except to the extent modified by this Agreement, it is understood and agreed  
8 to by the Union that the Sheriff retains all rights and authority to manage,  
9 direct, and control the operation of the Sheriff's Office to the fullest extent  
10 permitted by Ohio law, to promulgate rules and regulations and to otherwise  
11 exercise prerogatives of the Employer, including, but not limited to the  
12 following:

- 13
- 14 • Determine matters of inherent managerial policy which include, but are  
15 not limited to areas of discretion or policy such as the functions and  
16 programs of the public employer, standards or services, its overall  
17 budget, utilization of technology, and organizational structure;
- 18
- 19 • Direct, supervise, evaluate or hire employees;
- 20
- 21 • Maintain and improve the efficiency and effectiveness of governmental  
22 operations;
- 23
- 24 • Determine the overall methods, process, means, or personnel by  
25 which governmental operations are to be conducted;
- 26
- 27 • Suspend, discipline, demote, or discharge for just cause, transfer,  
28 assign, schedule, promote, retain employees, or lay off employees in  
29 the event of lack of work or lack of funds or under conditions where the  
30 continuation of such work would make operations inefficient and/or  
31 non-productive;
- 32
- 33 • Determine the adequacy of the work force;
- 34
- 35 • Determine the overall mission of the Employer as a unit of government;
- 36
- 37 • Effectively manage the work force;
- 38
- 39 • Take actions to carry out the mission of the public employer as a  
40 governmental unit;
- 41
- 42 • The Sheriff may declare an emergency in the event of civil insurrection  
43 or acts of God and take any and all actions, as may be necessary, to  
44 carry out the mission of the Sheriff in those emergency situations;
- 45

- Maintain security of all Employer's Records and other pertinent information.

#### SECTION 5.2 – FUNCTIONS OF THE EMPLOYER

- A. The Union recognizes and accepts that all rights and responsibilities of the Employer, not specifically modified by this Agreement, will remain the exclusive function of the Employer.
- B. The Employer, on its behalf, hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, will be limited only by the terms of this Agreement.
- C. In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and will remain, exclusively those of the Employer.

1 ARTICLE 6

2  
3 TRANSFERS, TRADES, ASSIGNMENTS AND POSTINGS

4  
5 SECTION 6.1 – VOLUNTARY TRADES OF ASSIGNMENT

- 6  
7 A. All employees in the bargaining unit who desire a change of assignment at  
8 anytime other than when a vacancy exists are encouraged to seek a trade of  
9 assignments with another qualified employee of the same classification.  
10 These assignment trades could be located by word of mouth or by the  
11 employee placing a notice of intent on office bulletin boards.  
12  
13 B. Two or more employees of the same classification requesting a trade in  
14 assignments will submit a request in memorandum form to the attention of the  
15 affected Division Commanders for approval. The memorandum will include  
16 the employees' current assignment and the date requested that the  
17 assignment trade would become effective.  
18  
19 C. Assignment trades occurring after watch bids of each year, would require the  
20 trading employees to assume each other's division and watch assignment for  
21 the remainder of that year.  
22  
23 D. If a request for a voluntary trade is denied, upon request by the involved  
24 employees, a written explanation outlining the reasons for the denial will be  
25 provided. The Employer will respond in writing to all requests within ten (10)  
26 administrative days of the receipt of the request.  
27

28 SECTION 6.2 – WATCH ASSIGNMENTS

- 29  
30 A. Watch Assignments of Sergeants and Lieutenants will be posted by January  
31 15<sup>th</sup>.  
32  
33 B. Employees will submit to the Personnel Office a memorandum stating their  
34 1st, 2nd, and 3rd choices of division and watch preference by January 23rd.  
35 Assignments will be posted by February 1st. Hours and/or beat assignments  
36 of said watch will be assigned by the employee's supervisor.  
37  
38 C. Administration's review of memoranda submitted by all employees for division  
39 and watch preference will consider seniority in current rank/classification,  
40 ability, and job performance. The appropriate administrator will provide the  
41 employee with a written explanation, upon request, refer to, Section 3,  
42 Paragraph A. 3. of this article, as to reasons for non-selection.  
43  
44 D. When necessary to transfer an employee involuntarily, (other than on March  
45 1) and the employee's seniority permits, the employee will remain on the  
46 same watch. If an opening does not exist on that watch, the transferred

1 employee may displace the person on that watch who has the least seniority.  
2 The resultant displaced employee, if the employee's seniority permits, may  
3 then displace the least senior person on the displaced employee's second  
4 choice of watch. Specialized assignment positions are exempt from such  
5 displacements.  
6

7 **SECTION 6.3 – VOLUNTARY ASSIGNMENTS**  
8

9 **A. Vacancies in assignments will be filled in the following manner:**

- 10
- 11 1. The vacancy will be posted by personnel order to all divisions at least  
12 seven (7) calendar days prior to cut-off date for application submission.  
13
  - 14 2. Employees wishing to be considered to fill the vacancy must submit a  
15 memorandum as specified in the personnel order. The Personnel  
16 Director will incorporate the following with the memorandum:  
17

- 18 • Total time of continuous service within current classification with  
19 the Montgomery County Sheriff's Office.  
20
- 21 • Copies of the last two (2) employee performance evaluations  
22 within current classification.  
23
- 24 • Copies of Any active disciplinary information, as noted in the  
25 employee's personnel file, including specific violations and  
26 disciplinary action taken.  
27

28 After the Personnel Director has compiled this information, it will be  
29 forwarded to the appropriate Division Commander.  
30

- 31 3. The Employer will consider seniority, ability, job performance, and  
32 Classification (as necessary) in making the determination of  
33 appointment to a specific vacancy. Administration will provide the  
34 employee with a written explanation, upon request, as to reasons for  
35 non-selection. To assist the employee in career development, the  
36 following will be contained within the written explanation:  
37

- 38 • An articulation of the differences in seniority between the  
39 employee selected for the position and the employee requesting  
40 the written explanation.  
41
- 42 • An articulation of the differences as it relates to ability and job  
43 performance of the employee selected for the position and the  
44 employee requesting the written explanation.  
45

- 1           4.     The Employer will contact the selected employee and notify said  
2           employee of selection. The transfer will be forwarded to all Divisions  
3           via personnel order.  
4  
5           5.     Filling of positions may include an interview as part of the selection  
6           process.  
7

8     **SECTION 6.4 – NEW POSITION POSTINGS PERMANENT / TEMPORARY**  
9

- 10    A.     A job posting will occur when the Employer creates a permanent position.  
11         Temporary positions created that will exceed forty-five (45) consecutive days  
12         will also be posted. The notice will be posted at least ten (10) administrative  
13         days so that employees of the same classification may file a memorandum  
14         with the Personnel Director indicating a desire to be considered for that  
15         position.  
16  
17    B.     Administration will review all submitted memoranda and will base the decision  
18         of assignment on seniority, ability and job performance criteria from the  
19         documents provided by the Personnel Director, who will provide the employee  
20         with a written explanation, upon request, of the reasons for non-selection  
21         (refer to Section 6.3, Paragraph A.3. of this article).  
22  
23    C.     Assignments made to temporary positions for less than a forty-five (45) day  
24         duration are made solely at the discretion of the Employer. Temporary  
25         assignments greater than forty-five (45) days will not exceed one (1) year in  
26         length.  
27  
28    D.     Once the employee selected to fill the temporary position is no longer needed  
29         to serve in that capacity or is being replaced for other than disciplinary  
30         measures or has served in that capacity for the one (1) year period, the  
31         individual will be returned to the division and classification to which they were  
32         originally assigned.  
33  
34    E.     The Employer reserves the right to refuse to consider employees in  
35         specialized assignments for the filling of temporary positions.  
36

37     **SECTION 6.5 - DISCIPLINARY TRANSFER**  
38

39           No employee will be transferred for disciplinary reasons, unless a situation  
40           requires immediate action or remedy. For the purpose of this article, such  
41           situations will be limited to issues that involve, liability, and/or safety  
42           concerns. Such a transfer would require notification, if possible in writing, to  
43           the Union President /designee within five (5) administrative days of the  
44           transfer.  
45

46     **SECTION 6.6 - MANAGEMENT RIGHTS**

1  
2  
3

The Employer reserves all rights of transfers; however, all requests under the above section will be considered when making transfer decisions.

1 ARTICLE 7

2  
3 SENIORITY AND PROBATIONARY PERIODS

4  
5 SECTION 7.1 - SENIORITY

- 6  
7 A. Seniority, for the purpose of this Agreement, unless otherwise specified, will  
8 be defined as an employee's length of full-time service as a deputy sheriff  
9 within the Bargaining Unit, since their last date of hire with the Employer.  
10 When more than one (1) employee is sworn as a deputy sheriff on the same  
11 day, the employee highest on the deputy sheriff eligibility list shall be most  
12 senior.  
13  
14 B. Seniority and the employment relationship ends when an employee resigns,  
15 or is discharged for just cause.  
16  
17 C. In April and December each year, the Employer will post, a seniority list of  
18 employees by classification. Any discrepancies must be reported in writing to  
19 the Personnel Director within ten (10) calendar days of the posting.  
20

21 SECTION 7.2 – PROBATIONARY PERIODS

- 22  
23 A. All employees, including re-hired employees, appointed to the classification of  
24 deputy sheriff will be considered as probationary employees and must  
25 successfully complete a probationary period before attaining permanent  
26 employee status. Any permanent employee who is appointed to the  
27 classification of deputy will be considered a promotional probationary  
28 employee, and must successfully complete a promotional probationary period  
29 before being permanently appointed to the new classification. All  
30 probationary employees, will be evaluated pursuant to the Employer's policy.  
31  
32 B. Each newly hired employee becomes a probationary employee upon the date  
33 of their employment, and remains so until they have successfully completed  
34 their required probationary period. The probationary period is three hundred  
35 sixty-five (365) days. The grievance procedure is not available to employees  
36 who are serving their initial probationary period. However, any employee may  
37 meet with any level of supervision or administration to discuss a perceived  
38 problem.  
39  
40 C. The probationary period required above represents a total cumulative service  
41 time, and may be adjusted upward so as to properly allow for any authorized  
42 leaves or other approved breaks in service.  
43  
44 D. During the probationary period as a deputy sheriff, the probationary employee  
45 may be disciplined, discharged, laid off, or otherwise dismissed at the sole

1 discretion of the Sheriff and neither the reason for nor the disciplinary action,  
2 discharge, layoff, or dismissal may be subject of a grievance.  
3

- 4 E. In the case of lay off, bumping and recall, there will be no seniority among  
5 probationary employees. Upon the successful completion of the probationary  
6 period in this bargaining unit; however, the employee will attain permanent  
7 employee status and receive all benefits normally afforded to regular  
8 permanent employees, including seniority. Employees will acquire seniority  
9 credit, and their seniority will be retroactive to the date of employment, less  
10 any adjustments.  
11

12 **SECTION 7.3 – RETURN TO BARGAINING UNIT**  
13

14 A probationary Sergeant will be returned to their previous rank as Deputy  
15 Sheriff (voluntarily or involuntarily) with no loss of seniority as long as the  
16 promotional probationary period has not been completed.

1 ARTICLE 8

2  
3 LAYOFF & RECALL

4  
5 SECTION 8.1 - LAYOFF

- 6  
7 A. The Sheriff, at his discretion, will determine whether layoffs are necessary  
8 and within which classifications layoffs will occur. Although not limited to the  
9 following, layoffs will ordinarily be for lack of work and/or lack of funds. If the  
10 Sheriff determines that positions are to be abolished due to a re-organization  
11 for the more efficient and/or economic operation of the office, employees  
12 losing their jobs because of such abolishment will be given the same rights as  
13 laid off employees. The Sheriff may not lay off employees for disciplinary,  
14 arbitrary, and/or capricious reasons.  
15  
16 B. Affected employees will be given a minimum fourteen (14) calendar day  
17 notice of impending layoff.  
18  
19 C. Employees will be laid off in accordance with their seniority in classification as  
20 set forth in Article 7.  
21

22  
23 SECTION 8.2 – RECALL

- 24  
25 A. Employees who are laid off will be placed on a recall list for two (2) years. If  
26 there is a recall, employees who are still on the recall list will be recalled in  
27 the reverse order of their layoff, provided they meet the qualifications in effect  
28 when they were originally hired. If a recalled employee is in need of training  
29 as required by the Ohio Peace Officer Training Commission, the Employer  
30 will ensure the recalled employee receives the needed training. The Employer  
31 will not hire new employees to fill bargaining unit positions as long as there  
32 are still employees on the two-year recall list who are presently qualified to  
33 perform the work in the affected classifications and are willing to be recalled  
34 to said classifications.  
35  
36 B. Employees who are eligible for recall will be given fourteen (14) calendar  
37 days notice of recall. The notice of recall will be sent to the employee's last  
38 known address by certified or registered mail with a copy to the Union. The  
39 employee must notify the Sheriff /designee of the employee's intention to  
40 return within seven (7) days, after receiving notice of recall. The Sheriff will  
41 be deemed to have fulfilled his obligations by mailing the recall notice. It is  
42 the obligation and responsibility of the laid-off employee to provide his latest  
43 mailing address to the Sheriff /designee.  
44

1 SECTION 8.3 – APPEAL  
2

- 3 A. Layoffs will not be appealable through the State Personnel Board of Review.  
4 Layoffs may be appealed through the grievance process beginning at level 3.  
5
- 6 B. If a layoff is appealed to Arbitration, the cost of the arbitrator will be split  
7 between the Employer and the Union.

1 ARTICLE 9

2  
3 **GRIEVANCE PROCEDURE**

4  
5 SECTION 9.1 - PURPOSE

- 6  
7 A. The Employer and Union support and subscribe to an orderly method of  
8 adjusting grievances. For this reason, the following procedure is established.  
9 This grievance procedure has as its objective the promotion of good  
10 employee relations by providing an orderly appeal process.  
11  
12 B. Informal Discussion - before initiating a formal grievance, the employee and  
13 supervisor must have an informal discussion in an attempt to resolve the  
14 problem. If no resolution is made, the employee may file a formal grievance.  
15

16 SECTION 9.2 - DEFINITIONS

- 17  
18 A. Administrative Day: An administrative day is defined as Monday through  
19 Friday excluding holidays.  
20  
21 B. Working Day: A working day is defined as the signing grievant's scheduled  
22 "working day" including sick days not ordered by a medical care provider.  
23 Working day does not include approved vacation, personal absence, or  
24 compensatory days.  
25  
26 C. Day: A day is defined as a calendar day.  
27  
28 D. Grievance: Any dispute that the Union or a bargaining unit member has  
29 concerning the interpretation, application, or alleged violation of any provision  
30 of this Agreement.  
31  
32 E. Group Grievance: Grievances involving more than one (1) employee who  
33 allege a violation or matter for grievance that occurred at the same date and  
34 time and who seek the same remedy may file one (1) grievance form listing  
35 all their names. All such grievances will be designated as a "group  
36 grievance" and they will exclude any other persons not listed by name in the  
37 original grievance after the filing date.  
38

39 SECTION 9.3 – TIME LIMITS TO BE FOLLOWED

40  
41 All Parties will follow the time limits established in the grievance procedure. If  
42 the person filing the grievance, or the Union, fails to present a grievance in  
43 time or at the appropriate level, or to advance it to the next level in the time  
44 limits prescribed, it will be considered to be withdrawn. If the time procedure  
45 is not followed by the supervisor/administration, the grievance will  
46 automatically advance to the next level. The time limits established in the

1 grievance procedure may be extended by mutual agreement between the  
2 Employer and the Union, provided the extension is reduced to writing and the  
3 period of extension is specific.  
4

#### 5 SECTION 9.4 – GRIEVANCE FORMS 6

7 Employees will use only the grievance forms supplied by the Employer for  
8 filing grievances.  
9

#### 10 SECTION 9.5 – MEETING ATTENDANCE 11

- 12 A. At any time during the grievance process, the employee or the Employer may  
13 have anyone, not to exceed a total of two (2) persons, attend the meetings to  
14 answer questions of law or procedure. However, neither side should have the  
15 next person present who will hear the grievance, if it is not resolved. The  
16 Montgomery County Sheriff's Office will not pay or compensate the grievant  
17 or any person attending on behalf of the grievant.  
18
- 19 B. At each required meeting between the grievant and the supervisor where a  
20 signature is required of each party, they are required to sign the form. This  
21 does not indicate agreement with any comments on the *Grievance Form* but  
22 merely records that the meeting did occur.  
23
- 24 C. Unless otherwise agreed by the parties, grievants must attend scheduled  
25 grievance meetings. If the grievant fails to attend the grievance meeting  
26 without good cause, the grievance will be considered withdrawn.  
27

#### 28 SECTION 9.6 – GRIEVANCE PROCESS 29

- 30 A. Level 1- Supervisor/Lieutenant: An employee who desires to file a formal  
31 grievance must meet with the supervisor who caused the employee's  
32 grievance. This meeting must occur within five (5) employee working days  
33 following the events that caused the grievance or the date the employee first  
34 reasonably should have known of the events that caused the grievance, but in  
35 no event, more than thirty (30) days after the events that caused the  
36 grievance. At the beginning of this meeting a completed Grievance Form  
37 documenting the employee's grievance is to be presented to the supervisor,  
38 thus initiating the grievance procedure. The grievance will be discussed at  
39 this meeting. Verification of such meeting will be noted by the supervisor on  
40 the *Grievance Form* and signed by both the grievant and the supervisor. The  
41 supervisor will indicate on the *Grievance Form* what recommendation was  
42 made, an explanation of that recommendation, and whether or not an  
43 agreement was reached. Upon completion of this meeting, the supervisor will  
44 give the grievant a copy of the *Grievance Form*. The supervisor will forward  
45 the original *Grievance Form* to Level 2. The Level 1 response is to be  
46 completed in one (1) working day if possible, but no later than three (3)

1 working days. If the supervisor is not working during the time parameters set  
2 forth in this paragraph, the time limits for filing the grievance will automatically  
3 extend through the supervisor's first date of return to work. If the supervisor  
4 does not return to work within seven (7) days, the grievant may present the  
5 grievance to the supervisor at the next level.  
6

7 B. Level 2 - Division Commander /designee: If the grievance is not settled at  
8 Level 1, and the grievant desires to pursue the grievance, the grievant will  
9 present the Division Commander /designee with a copy of the *Grievance*  
10 *Form* within seven (7) days of receipt of the Level 1 decision. Within seven  
11 (7) days following the receipt of forms, the Division Commander /designee will  
12 meet with the grievant and attempt to resolve it. The Division Commander  
13 /designee will make a recommendation within five (5) days after such  
14 meeting. The disposition by the Division Commander /designee will be noted  
15 on the *Grievance Form* along with a written explanation. The Division  
16 Commander/designee will forward the original *Grievance Form* to Level 3, the  
17 Sheriff, and will give the grievant a copy of the *Grievance Form*. If the  
18 grievant does not appeal the grievance to Level 3 after five (5) days, it will be  
19 considered withdrawn.  
20

21 C. Level 3 - Sheriff /designee: If the grievance is not settled at Level 2, and the  
22 grievant desires to pursue the grievance, within five (5) days of receipt of the  
23 Level 2 decision, the grievant will present the Sheriff /designee with a copy of  
24 the *Grievance Form*. Within ten (10) days of the receipt of the grievance, the  
25 Sheriff /designee will meet with the grievant along with the involved Division  
26 Commander and attempt to resolve the matter. The Sheriff /designee will  
27 note on the grievance record the disposition of the matter along with an  
28 explanation. The Sheriff /designee will give the grievant a copy of the decision  
29 within seven (7) days. Grievance matters may proceed to arbitration, if the  
30 Union and the employee so desire.  
31

32 D. **GENERAL PROVISIONS** - If at any level of this grievance procedure a  
33 recommendation is made satisfactorily resolving the Grievant's request, the  
34 recommendation made by the supervisor will be submitted for the approval or  
35 disapproval to the next level and each succeeding level as set forth in this  
36 grievance procedure. If after review of such decision, a recommendation  
37 disapproving the resolution of the grievance is made, then the Division  
38 Commander /designee within seven (7) days of the grievant's receipt of such  
39 notice, will meet with the grievant and attempt to resolve the matter. This  
40 revives the grievant's remaining appeal rights.  
41

42 Note: The parties may mutually agree to initiate the grievance procedure at  
43 any level, thereby, skipping unnecessary levels.  
44

1 SECTION 9.7 - ARBITRATION

- 2
- 3 A. If the grievance is not settled in accordance with the foregoing procedure, the
- 4 Union may refer the grievance to binding arbitration within fourteen (14) days
- 5 after receipt of the Sheriff's /designee's decision in Level 3. The Union will
- 6 immediately inform the Employer, in writing, of their intent to arbitrate the
- 7 matter. The Employer will request the American Arbitration Association, to
- 8 submit a list of nine (9) arbitrators. Both the Employer and the Union will
- 9 have the right to strike four (4) arbitrators from the list. The parties will
- 10 alternate striking the first arbitrator. Alternatively, the parties may mutually
- 11 agree to an arbitrator. Except as otherwise specified by this Agreement, the
- 12 rules of the American Arbitration Association will apply. All arbitration
- 13 hearings will be held in Dayton, Ohio (unless the parties mutually agree
- 14 otherwise).
- 15
- 16 B. Either party may raise the issue of arbitrability of a grievance either at the
- 17 hearing or prior to the hearing. In the event that the issue of arbitrability is
- 18 raised, the parties agree that arbitrability will be the initial matter determined
- 19 by an arbitrator prior to submission of the matter on its merits. The arbitrator
- 20 will act in a judicial, not legislative capacity and will have no right to
- 21 recommend or amend, modify, nullify, ignore, add to, or subtract from the
- 22 provisions of this Agreement. The arbitrator will only consider and make a
- 23 decision with respect to the specific issue submitted, and will have no
- 24 authority to make a decision on any issue not so submitted. In the event the
- 25 arbitrator finds a violation of the terms of this Agreement, the arbitrator will
- 26 fashion an appropriate remedy. The arbitrator will submit in writing his
- 27 decision within thirty (30) calendar days following the close of the hearing or
- 28 the submission of briefs by the parties, whichever is later, unless the parties
- 29 agree to a written extension.
- 30
- 31 C. The fees and expenses of the arbitrator will be divided equally between the
- 32 county and the Union. In all cases, each party will be responsible for
- 33 compensating its own representatives and non-employee witnesses.
- 34
- 35 D. Two or more grievances may not be joined or consolidated for hearing by an
- 36 arbitrator except upon agreement of both parties.
- 37
- 38 E. Employees required to attend any arbitration hearing will be permitted to do
- 39 so during the Employee's normal working hours.
- 40
- 41 F. Unless mutually agreed otherwise by the parties, if either party withdraws the
- 42 grievance after a request for arbitration, that party will be responsible for
- 43 paying all fees relating to the cancellation including administrative fees, and
- 44 fees billed by the arbitrator.
- 45
- 46

1 G. PRE-ARBITRATION EXCHANGE

2  
3 Upon request of either party, the parties will exchange a list of witnesses and  
4 copies of documents intended to be presented in an arbitration hearing. The  
5 exchange will occur at least thirty (30) calendar days in advance of the  
6 arbitration date(s).

1 ARTICLE 10

2  
3 **EMPLOYEE DISCIPLINARY PROCEDURE**

4  
5 SECTION 10.1 - COPIES OF DISCIPLINARY ACTIONS

6  
7 The Employer will provide the Union with copies of all disciplinary actions  
8 within ten (10) days after they are issued. As used in this section, disciplinary  
9 actions will be defined as all written notices of actual disciplinary actions,  
10 notices of intent to take disciplinary actions, and termination notices against a  
11 member of this bargaining unit.

12  
13 SECTION 10.2 - INVESTIGATION OF ALLEGED MISCONDUCT

14  
15 A. Investigations will be assigned pursuant to the General Orders Manual.

16  
17 In the interest of fair and prompt corrective action, an employee who has  
18 allegedly committed a violation of a less serious nature relating to employee's  
19 performance or compliance with the rules and regulations, may be  
20 interviewed by supervision before verbally correcting and counseling the  
21 employee and is not subject to the procedures in this article. If it appears that  
22 a less serious disciplinary problem that would warrant progressive disciplinary  
23 action or a more serious disciplinary problem has developed, the employee  
24 will be allowed a reasonable time to consult with, or have a representative  
25 present at the interview. An inquiry during the event in question will not be  
26 restricted by issues of prior notice, representation, or issuance of notice of  
27 representation, as provided in this section.

28  
29 B. Any employee who will be interviewed concerning an act, which, if proven,  
30 could reasonably result in disciplinary action against the employee, will be  
31 afforded the following safeguards:

- 32
- 33 • The employee will be informed prior to the interview, if known by the  
34 Employer, whether the employee is the focus of, or witness in, the  
35 investigation.
  - 36
  - 37 • An employee who is the focus of an investigation will be informed in  
38 writing of the nature of the investigation and the allegations.
  - 39
  - 40 • The employee will be afforded the opportunity to consult with a Union  
41 representative or attorney prior to an interview and will be permitted to  
42 have a Union representative or attorney present at the interview. The  
43 opportunity to consult with a Union representative or attorney or to  
44 have the representative or attorney present at the interview will not  
45 unreasonably delay the interview. The availability of the Union

1 representative or attorney, time of day, etc. will be taken into  
2 consideration when defining "unreasonable delay."  
3

- 4 • Interviews will take place at the Employer's facilities, or elsewhere if  
5 mutually agreed, unless an emergency exists which requires the  
6 interview to be conducted elsewhere, or by telephone.  
7
- 8 • The Employer will make a reasonable good faith effort to conduct  
9 these interviews during the employee's regular working hours, except  
10 for emergencies.  
11
- 12 • The employee is required to answer any questions involving non-  
13 criminal matters under investigation and will be afforded all rights and  
14 privileges to which the employee is entitled under the laws of the State  
15 of Ohio or the United States.  
16
- 17 • Interviews will be conducted under circumstances devoid of  
18 intimidation, abuse, or coercion.  
19
- 20 • The employee is entitled to such reasonable intermissions as the  
21 employee requests for personal necessities.  
22
- 23 • All interviews will be limited in scope to activities, circumstances,  
24 events, conduct or acts that pertain to the incident that is subject of the  
25 current investigation. Any questioning regarding violations outside the  
26 scope of the current investigation may be taken up as a subsequent  
27 investigation(s).  
28
- 29 • If the Employer records the interview, a copy of the complete interview  
30 of the employee, noting all recess periods, will be made available,  
31 upon written request, to the employee. If the Employer transcribes any  
32 part of any recording, the employee will be given a copy of the  
33 transcription.  
34

### 35 C. TIME LIMITS

36  
37 After an employee is officially notified in writing and provided a summary of  
38 exact details of an investigation, the investigator will have thirty (30) employee  
39 working days to complete the investigation. The Employer will then have  
40 fifteen (15) employee working days to recommend disciplinary action if  
41 necessary, and to serve formal charges. The Employer will then have twenty  
42 (20) employee working days to hold a pre-discipline conference and issue any  
43 disciplinary action.  
44

1 If the time limit expires and formal charges have not been filed, or no  
2 disciplinary action is recommended, or the employee has not had a pre-  
3 disciplinary conference, no disciplinary action will be taken.

4  
5 **D. TIME LIMIT EXTENSIONS & EXCEPTIONS**

6  
7 Time limits can be extended by mutual agreement between the Union and the  
8 Employer. If criminal charges have been filed against an employee, the time  
9 limit will not be in effect until all criminal proceedings are complete. The  
10 Employer may proceed with administrative disciplinary actions while criminal  
11 proceedings are pending.

12  
13 Criminal Investigations, as used herein, will be interpreted as any action that  
14 could result in the filing of a criminal charge.

15  
16 **E. INVESTIGATION REPORT**

17  
18 When an investigation into alleged misconduct of the employee has been  
19 completed, the Employer will give the employee a copy of the investigative  
20 reports. Upon written request, the employee will be provided copies of all  
21 remaining materials, including recordings, contained in the investigative files.  
22 The Employer will provide these copies at no cost to the employee. The  
23 Employer will also give the employee the names of all witnesses and  
24 complainants involved in the investigation.

25  
26 **SECTION 10.3 - EMPLOYEE RIGHTS**

27  
28 **A.** In an effort to ensure that investigations are conducted in a manner, that is  
29 conducive to good order and discipline, the employee will be entitled to the  
30 protection of the following:

- 31  
32 1. Every employee who becomes the subject of an internal investigation  
33 will be advised at the time of any interview that the employee is the  
34 focus of: (specify those that apply)
- 35
  - 36 • a criminal offense,
  - 37 • misconduct that would be grounds for termination, suspension, or
  - 38 other disciplinary action, and/or that the employee may not be
  - 39 qualified for continued employment with the employer.
- 40
- 41 2. Any employee who becomes the subject of a criminal or administrative  
42 investigation may have legal counsel and/or a Union representative  
43 present during all interviews. This representation is confined to  
44 counseling.
- 45

- 1           3.     The employee under investigation must, at the time of an interview, be  
2 informed of the name of the officer in charge of the investigation and  
3 the name of the officer who will be conducting the interview.  
4
- 5           4.     The employee will be informed in writing as to whether the employee is  
6 a witness or the focus of the investigation before it commences. If the  
7 employee is the focus, employee will be apprised in writing of the  
8 allegations of such complaint before any interview commences.  
9
- 10          5.     The interview of any employee will be at a reasonable hour, preferably  
11 when the employee is on duty, unless the exigency of the interview  
12 dictates otherwise. Whenever possible, interviews will be scheduled  
13 during the normal working day of the employee.  
14
- 15          6.     The employee or Employer may request that an interview be recorded.  
16 If recorded, the Employer will record the interview with the employee  
17 having the option to do likewise. There can be no "off the record"  
18 questions. Upon request, the employee under investigation will be  
19 provided an exact copy of any written statement the employee has  
20 signed, or a verbatim transcript of any interview that has been  
21 transcribed.  
22
- 23          7.     Interviewing will be completed within a reasonable time and will be  
24 done under circumstances devoid of intimidation or coercion. In all  
25 investigation interviews, the employee will be afforded an opportunity  
26 and facilities to contact and consult privately with an attorney of  
27 employees choosing, before being interviewed. The employee will be  
28 entitled to such intermissions as the employee will request for personal  
29 necessities, meals, telephone calls, and rest periods.  
30
- 31          8.     The employee will not be threatened with dismissal or other  
32 disciplinary punishment to attempt to obtain employee's resignation.  
33 This does not preclude the Employer or the Union from offering  
34 resignation as an option to termination, where appropriate.  
35
- 36          9.     The employee will not be subject to abusive or offensive language or  
37 intimidation in any manner. No promises or rewards will be made as  
38 an inducement to answer questions.  
39
- 40          10.    For complaints minor in nature, the employee may sign a form  
41 indicating their wish to waive a formal investigation and move forward  
42 to disciplinary action.  
43  
44

45 **SECTION 10.4 –COMPLAINT AGAINST EMPLOYEE**  
46

- 1 A. All formal complaints filed by a citizen against bargaining unit members will be  
2 submitted by the complainant in the complainants own handwriting and  
3 signed where possible. In those cases where the complainant is unable or  
4 unwilling to write out the complaint, recordings of the complaint can be made  
5 and retained as part of the file. This will not preclude the supervisor from  
6 taking the complaint either via written statement, recording or verbally and  
7 then reducing it to a synopsis or summary of the essence of the complaint.  
8 Anonymous complaints received by the office will be investigated. The  
9 Employer will not take disciplinary action unless the complaint is supported by  
10 corroborative evidence. If during the course of the investigation, the identity  
11 of the complainant becomes known, such information will be provided to the  
12 involved employee upon request.  
13
- 14 B. When a complaint is filed more than four (4) months after the date of the  
15 alleged event, and the complaint could not lead to a criminal charge, the  
16 accused bargaining unit member may be ordered to respond to the complaint  
17 and to the investigation. Should this occur the bargaining unit member will  
18 not be subject to disciplinary action for that complaint. The complaint time  
19 limit does not include any E.E.O.C. (Equal Employment Opportunity  
20 Commission) or O.C.R.C. (Ohio Civil Rights Commission) complaint.  
21

#### 22 SECTION 10.5 - FALSE COMPLAINTS

23

24 If false complaints are alleged to have been made against a member of the  
25 bargaining unit(s), that employee may choose to proceed as a complainant, in  
26 a criminal action against the perpetrator through the court system if a  
27 prosecution can be conducted without impairing the essential confidentiality  
28 of, and surrounding investigation of, the departmental and/or criminal  
29 investigation. The Employer will permit the employee, that time required  
30 during employee's normal on-duty hours, if necessary, to confer with the  
31 appropriate prosecutor on this matter. The Sheriff will not be a direct party in  
32 the prosecution of these allegations.  
33

#### 34 SECTION 10.6 - PROGRESSIVE DISCIPLINE

35

- 36 A. All discipline will be for just cause. Progressive discipline is a conservative  
37 approach to the disciplinary process. The intent is to give adequate notice to  
38 any employee whose actions are improper and/or inadequate so that they may  
39 improve their performance to acceptable standards. Progressive discipline,  
40 depending on the severity of the violation of the rule, regulation, policy,  
41 procedure or directive, may start at any level of discipline including demotion  
42 or dismissal. Other forms of counseling or instruction shall not be considered  
43 discipline.  
44
- 45 B. The following order of progressive discipline, as permitted by the Fair Labor  
46 Standards Act and other state & federal laws, will ordinarily be followed:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

- Letter of Caution
- Letter of Reprimand
- Suspension
- Demotion OR
- Removal

C. Counseling sessions may be used to evaluate an employee's job performance, instruct or advise conduct, and are not considered disciplinary action.

D. The Union may appeal any final order or decision of the Sheriff that results in suspension, demotion, or discharge.

1 ARTICLE 11

2  
3 **PERSONNEL RECORDS**

4  
5 A. Personnel records are maintained on each employee to maintain full and  
6 accurate recording and documentation of each employee's employment  
7 history so as to assure entitlement to compensation and benefits, and to meet  
8 legal requirements prescribed in the Ohio Revised Code.

9  
10 B. The Employer will release information contained in an employee's personnel  
11 file to outside persons and/or agencies only after review and recommendation  
12 to release said information, by Legal Counsel. No information that is not  
13 required by law to be disclosed shall be disclosed in response to a public  
14 request. Anytime anyone makes a public records request to receive  
15 documents from any bargaining unit member's personnel file, the bargaining  
16 member shall receive written notification of the requests.

17  
18 C. Letters of Caution will be placed, and remain in the employee's file for six (6)  
19 months, Letters of Reprimand will be placed, and remain in the employee's  
20 file for one (1) year. Suspension Orders and Demotion Orders will be placed,  
21 and remain in the employee's file for two (2) years. If a second disciplinary  
22 action occurs while a previous action is still in active status, all disciplinary  
23 actions will remain in the employee's file until expiration of the latest  
24 disciplinary action. The Personnel Director will place an employee's active  
25 disciplinary action records into the employee's personnel file. When active  
26 disciplinary records expire, the Personnel Director will place the inactive  
27 disciplinary action documents into a separate file. Such documents will  
28 remain with the employee's personnel file according to current records  
29 retention schedules. These records will remain sealed except when  
30 disclosure is required pursuant to a public records law.

31  
32 D. As documents are removed from an employee's personnel file they will be  
33 maintained in accordance with the Montgomery County Record Retention  
34 Schedule.

35  
36 E. Employees may annually review items contained in their personnel file upon  
37 reasonable notice to the employer. The employee may be accompanied by  
38 another person of the employee's choice when reviewing the employee's file.  
39 If desired, the employee may copy documents contained in employee's file  
40 and will be charged only for the actual cost of reproducing desired  
41 documents.

42  
43 F. If the employee is not in agreement with documents contained in employee's  
44 file, the employee may request, in writing, that the Sheriff review specific  
45 documents and modify information found to be inaccurate. If the Sheriff  
46 declines to modify the alleged inaccurate information, the employee may

1        attach an explanatory memorandum to the document, detailing the alleged  
2        inaccuracies.

1 ARTICLE 12

2  
3 **LABOR MANAGEMENT COMMITTEE**

- 4  
5 A. In the interest of sound Employer/employee relations, joint committees of  
6 Management and Labor representatives will convene on an as-needed basis,  
7 but no more frequently than once monthly, or as mutually agreed, for the  
8 express purpose of building and maintaining a climate of mutual  
9 understanding and respect; and seeking the solution of common problems.  
10  
11 B. The Labor Management Committee will meet at a site agreed to by both  
12 parties.  
13  
14 C. The Labor Management Committee will consist of members designated by  
15 the Sheriff to attend on behalf of the Employer and employees designated to  
16 attend on behalf of the Union. Other persons will be permitted to attend only  
17 with the approval of both parties.  
18  
19 D. The Union will provide the Employer a meeting agenda and a list of persons  
20 attending at least fourteen (14) calendar days prior to the meeting.  
21  
22 E. Minutes of the Labor Management meeting will be made and the Employer  
23 will provide the Union with written copies of these minutes, distributed to each  
24 section, within twenty-one (21) calendar days following each meeting. The  
25 minutes of such meetings will be approved by both parties prior to being  
26 issued.  
27  
28 F. Off duty employees attending scheduled meetings will not be compensated.

1 ARTICLE 13

2  
3 **WRITTEN DIRECTIVES**

- 4
- 5 A. When new rules, directives, policies, and procedures are established or  
6 existing rules, directives, policies, and procedures are changed, they will be  
7 incorporated into the Sheriff's Office Written Directives System as specified in  
8 the General Orders Manual. The rules, policies and procedures will be  
9 distributed by means determined by the employer which may include  
10 electronic distribution. No employee will be held accountable for new or  
11 revised rules, directives, policies, and procedures until such time as they have  
12 been reviewed and signed off on. This does not preclude the employee from  
13 the responsibility of complying with a lawful order of a supervisor relating to a  
14 change in rules, directives, policies, and procedures, regardless of how it is  
15 communicated.
- 16
- 17 B. The Employer agrees to provide access for each employee in the bargaining  
18 unit, a copy of all existing rules, directives, policies and procedures as they  
19 become effective.
- 20
- 21 C. Discipline for violations of the established rules, directives, policies and  
22 procedures will be pursuant to the employee disciplinary procedures as  
23 incorporated into General and/or Special Orders and this Agreement.
- 24
- 25 D. Prior to implementation of new or changes in existing rules, directives,  
26 policies, and procedures the parties will discuss the rules, directives, policies,  
27 and procedures in the Labor Management Committee, where practical. In  
28 other instances, the Sheriff /designee, will meet with the Union President  
29 /designee.

1 ARTICLE 14

2  
3 **IMMUNIZATIONS**

4  
5 The Employer will provide as promptly as possible to all employees in the  
6 Montgomery County Sheriff's Office all medically recommended and  
7 necessary immunization shots or other medications used for the purpose of  
8 immunizations for infectious diseases encountered while on duty. The  
9 Employer will notify all employees of the recommended medical  
10 immunizations.

1 ARTICLE 15

2

3 **BLOOD DONORS**

4

5 A. The Employer agrees to participate in a blood donation program with The  
6 Community Blood Center.

7

8 B. This plan will exist as long as employee participation so permits and will be  
9 administered by The Community Blood Center.

10

11 C. The Employer will allow employees to donate blood while on duty providing  
12 that the blood program is being conducted in the name of the Montgomery  
13 County Sheriff's Office at the Employer's facility.

1 ARTICLE 16

2  
3 **SAFETY**

- 4
- 5 A. It is the responsibility of the Employer to provide safe working conditions,  
6 equipment, and working methods for its employees. The supervisor must  
7 correct known unsafe working conditions promptly. The Employer must see  
8 that its employees use all safety rules and good working methods.  
9
- 10 B. It is the duty of all employees to use appropriate safety equipment and follow  
11 safety rules and safe working methods.  
12
- 13 C. The Employer will provide and maintain at least one (1) fully stocked first aid  
14 kit and personal protective equipment kit in each section and in each marked  
15 cruiser.  
16
- 17 D. Employees are responsible for the proper use and care of the equipment and  
18 vehicles provided along with the responsibility of immediately reporting any  
19 unsafe working conditions to the supervisor.  
20
- 21 E. The Employer will authorize the wearing of protective hand wear of approved  
22 manufacturer for defensive purposes and/ or during inclement weather.  
23
- 24 F. The Employer will make every reasonable effort to provide employees with  
25 equipment necessary to protect themselves from communicable or infectious  
26 diseases while performing duty related matters.  
27
- 28 G. The Employer will endeavor to maintain a safe ratio of employees to inmates  
29 whenever one or more inmates are removed from the secure area of the  
30 Montgomery County Jail.

1 ARTICLE 17

2

3 **IN-SERVICE TRAINING**

4

5 In a continuous effort to maintain high quality in-service training, employees  
6 are encouraged to submit recommendations for training through the chain-of-  
7 command.

1 ARTICLE 18

2

3 **DISTRIBUTION OF THE CONTRACT**

4

5 A. The Employer agrees to make the current contract available electronically to  
6 all current and new employees.

7

1 ARTICLE 19

2  
3 **UNIFORMS**

- 4
- 5 A. The Employer will provide uniforms, consisting of shirts, pants, sweater, body  
6 armor, jacket, hats, badges, collar brass, buttons, nameplates, service  
7 stars/or bars, identification card, and other uniform items approved by the  
8 Sheriff. The Employer will provide sweaters to those employees assigned to  
9 Road Patrol or Transportation. Deputy sheriffs, after successful completion of  
10 the probationary period, may have four (4) short sleeve shirts, four (4) long  
11 sleeve shirts, and four (4) pair of pants. The Employer will purchase on an as  
12 needed basis, but no more frequent than annually, one pair of shoes or boots  
13 at a cost not to exceed one hundred twenty-five dollars (\$125).
- 14
- 15 B. Uniforms will be furnished to those employees assigned to such duty by the  
16 Sheriff.
- 17
- 18 C. Uniforms will be replaced upon reasonable request to the Employer through  
19 the property room. Unserviceable items will be turned in to the property room  
20 at the time the new issue is received.
- 21
- 22 D. Employees whose uniforms are purchased by the Employer will be  
23 responsible for the cleaning and maintenance of their uniform.
- 24
- 25 E. Employees must return all identification cards, uniforms, badges, patches and  
26 insignias upon concluding employment with the office.
- 27
- 28 F. For the purpose of this section uniforms are considered any item of property  
29 issued by the Employer, to an employee for official use.
- 30
- 31 G. Employees who become Detectives, and whose assignment is not temporary,  
32 are eligible to receive a five hundred dollar (\$500) clothing allowance one-  
33 time only during their employment with the Sheriff's Office. Detectives whose  
34 daily assignment requires business attire will receive a two hundred fifty dollar  
35 (\$250) clothing allowance annually for subsequent years to be paid on the  
36 first pay period.
- 37
- 38 H. When employees supply evidence that they sustained damage to personal  
39 property while performing their duties, e.g., apprehending a suspect,  
40 processing a crime scene, etc., the Employer will reimburse the employee for  
41 the cost of necessary repairs or replacement up to a maximum of two  
42 hundred dollars (\$200.00) per year, but no more than \$25.00 for jewelry  
43 including watches. This provision does not apply to damage that occurs as a  
44 result of an accident, willful misuse, horseplay, negligence on the part of the  
45 employee, or normal wear and tear.

1           The employee will present the damaged property for the Employer's  
2           inspection before the repair or replacement of the property. Repair or  
3           replacement of the property will be at the Employer's option. Any court  
4           ordered restitution received by employees as compensation for damage to  
5           the personal property will be remitted to the Employer, up to the amount paid  
6           by the Employer.

1 ARTICLE 20

2

3 **MILEAGE AND PARKING**

4

5 SECTION 20.1 - MILEAGE

6

7 A. Employees permitted to use their private vehicles will receive mileage  
8 reimbursement when traveling on Employer's business or training. When  
9 approved by the Employer, mileage will be reimbursed at a rate currently  
10 approved by the County.

11

12 B. Additional costs, such as parking, tolls, etc. required of employees to attend  
13 training or business will be reimbursed to the employee.

14

15 C. This section is not meant to cover normal in-service training at any of the  
16 Employer's facilities in the County.

17

18 SECTION 20.2 - PARKING

19

20 The Union will have fourteen (14) parking slots at a 50% discount in the  
21 County Parking Garage. The slots will be allocated by the Union for its use.  
22 The Union will establish such procedures and enforcement measures as  
23 deemed necessary.

1 ARTICLE 21

2  
3 **CLASSIFICATION**

4  
5  
6 A. The classification of positions within the Montgomery County Sheriff's Office,  
7 the duties assigned to those positions and the methodology used for the  
8 classification of those positions is vested with the Sheriff. When making  
9 substantial changes in the duties of the Deputy Sheriff classification, the  
10 Sheriff/Designee will meet and confer with the Union President/designee  
11 before implementation.

12  
13 B. The hourly base rate of pay assigned to the classification of Deputy Sheriff  
14 will be assigned in accordance with the compensation plan established in this  
15 Agreement.

16  
17 C. Concerns regarding the classification of Deputy Sheriff may be discussed at  
18 the Labor Management Committee Meetings.

1 ARTICLE 22

2

3 **EMPLOYEE WELLNESS**

4

5 An Employee Assistance Program is available to all employees.

1 ARTICLE 23

2  
3 **EMPLOYEE PERFORMANCE EVALUATIONS**

4  
5 A. Employees covered by this Agreement will be evaluated annually. However,  
6 employees who are serving in their initial promotional probationary period will  
7 be evaluated quarterly. In special incidences they may be evaluated more  
8 frequently.

9  
10 Evaluations will be done in compliance with the General Orders Manual.

11  
12 B. Performance evaluations will be utilized by the Montgomery County Sheriff's  
13 Office for the following purposes:

- 14  
15
  - Identifying training needs
  - Determining suitability for assignments
  - Facilitating proper decisions regarding probationary employees
  - Assisting the employee with career development
  - Identifying and dealing promptly and fairly with personnel problems.

16  
17  
18  
19  
20  
21 C. Employees covered by this Agreement will be required to sign their  
22 evaluation. Signing means only that the employee has read the evaluation.  
23 A copy will be provided to the employee.

24  
25 D. Employees covered by this Agreement will have their evaluations reviewed  
26 and signed by the rater's supervisor.

27  
28 E. Employees covered by this Agreement will receive a copy of their evaluations  
29 after the Sheriff has reviewed it.

30  
31 F. All employees who are required to evaluate other employees must attend  
32 training in the proper utilization of the evaluation process.

33  
34 G. Counseling sessions and employee performance improvement plans (EPIP)  
35 will be used to document job performance, provide direction to improve  
36 performance, as a basis for job evaluations, and/or successful completion of  
37 probationary periods. Such sessions and improvement plans will be used to  
38 advise, suggest and recommend and will not be considered as a form of  
39 disciplinary action. Single documented instances of counseling or issuance of  
40 one EPIP will not be the sole reason for a reduction in the annual evaluation  
41 score or the non-selection for a vacancy or promotional position. EPIPs will  
42 be maintained up to twelve (12) months or until the next annual performance  
43 evaluation, after which time it may not be utilized by the Employer for any  
44 personnel decision involving any employee covered by this agreement.

1 ARTICLE 24

2  
3 **PROMOTIONAL PROCESS**

4  
5 SECTION 24.1 – PROMOTIONAL PROCESS TO THE RANK OF SERGEANT

6  
7 A. Minimum requirements for promotion to the rank of Sergeant are as follows:

- 8
- 9 • Three (3) years of continuous service with the Montgomery County Sheriff's Office in the classification of Deputy Sheriff with successful completion of the Road Patrol Field Training Officer Program.
- 10
- 11
- 12
- 13 • Qualified Deputies desiring to be considered for promotion must submit a letter of intent at such time as it may be required.
- 14
- 15

16 B. The following scoring system will be used for ranking the candidates.

17		
18	Written Examination Score	20 %
19	Assessment Center Score	60 %
20	Seniority Points Score	<u>20 %</u>
21	Final Ranking	100%
22		

23 C. Candidates must score at least seventy percent (70%) on the written examination to be eligible to proceed to the assessment center. Candidates must score at least seventy percent (70%) on the assessment center to continue in the promotional process.

24  
25  
26  
27  
28 The administration of the written examination and the assessment process will be through a bona fide and reputable testing service. During the term of the current agreement, the Employer will utilize the testing services of The Ohio Association Of Chiefs of Police (OACP) or that of a provider referred by the OACP. In the event it is necessary that the Employer use an alternate service, and the parties have not selected an alternate provider, the Employer will consult with the Union regarding the selection of an alternate testing service and then notify the Union of the selection.

1 The method used for computing the seniority points called for in this article is  
2 based upon the following table:

3	4	5	6
7	8	9	10
11	12	13	14
15	16	17	18
19	20	21	22
23	24	25	26
27	28	29	30
31	32	33	34
35	36	37	38
39	40	41	42
43	44	45	

Seniority will be computed according to time in the classification of Deputy Sheriff .

The final ranking of candidates will be calculated by multiplying the written examination points by twenty percent (20%), the assessment center points by sixty percent (60%), and the seniority points by twenty percent (20%). The resulting score values will be added together.

The eligibility list for the rank of Sergeant will consist of the top ten (10) scoring candidates, in rank order, who have successfully completed the process. When two or more Deputies are promoted on the same date to the rank of Sergeant, seniority is determined by the order of the employee's ranking on the eligibility list from which said promotions were made. The eligibility list will remain in effect for one (1) year with the option of the Employer to extend the list for an additional year after consultation with the Union. Before the expiration date, the Employer will issue a personnel order indicating the decision to extend or terminate the list.

- D. Candidates will be informed in writing of their written examination score. Candidates who have participated in the assessment process will be given an

1 opportunity to receive feedback about their assessment performance. Where  
2 possible, recommendations for future improvement will be provided.

3  
4 **SECTION 24.2 – PROCESS ATTENDANCE**

5  
6 Employees participating in the promotional process who are on duty will be  
7 excused from duty to take the written exam and attend the assessment  
8 center. Any employee off duty or on a scheduled day off will attend on their  
9 own time without compensation. The Employer, except during emergency  
10 situations will honor leave requests from employees who are participating in  
11 the promotional process, and who are working the shift immediately before  
12 the written exam and/or assessment process.

1 ARTICLE 25

2  
3 LEAVES OF ABSENCE

4  
5 SECTION 25.1 – LEAVE OF ABSENCE WITHOUT PAY FOR ILLNESS/INJURY

- 6  
7 A. The Employer may grant leave without pay for illness, injury, or maternity for  
8 a maximum of ninety (90) calendar days, after review by the Employer to  
9 determine departmental obligations. In special and meritorious cases the  
10 Employer may approve other requests. Time on such leave of absence  
11 without pay will not be counted as time in service for purposes of determining  
12 seniority, sick leave or vacation rights. Such leave may be extended beyond  
13 ninety (90) days upon recommendation of the Division Commander and  
14 approval by the Sheriff. The total unpaid leave days will not exceed one  
15 hundred eighty (180) calendar days. Upon return from such leave, the  
16 employee will be reinstated in the employee's old classification or one of  
17 equal grade.  
18  
19 B. If an employee desires to return before the expiration of their leave of  
20 absence without pay, the employee may do so after giving the Employer at  
21 least seven (7) day notice of the employee's desire to return.  
22  
23 C. If the employee on leave of absence without pay fails to return to work at the  
24 expiration or cancellation of a leave of absence without first securing an  
25 extension before the expiration date of such leave, the employee may be  
26 deemed to be absent without leave, and may be discharged. The purpose of  
27 the employee's failure to return to work will be considered.  
28  
29 D. If an employee requests leave of absence without pay for medical reasons,  
30 the employee will submit a physician's certificate stating the nature of the  
31 illness or injury and the estimated time required for recovery. If an employee  
32 requests an extension of a leave of absence without pay for medical reasons,  
33 an additional physician's certification will be required, which will likewise  
34 contain the information listed above.  
35  
36 E. Information regarding types of leave (i.e., pregnancy, adoption, foster care,  
37 medical care, spousal leave, etc.), requirements needed for application and  
38 granting of leave, and rights and responsibilities of employees/Employer  
39 under the Federal Family and Medical Leave Act of 1993 can be obtained by  
40 contacting the Personnel Director or by consulting the required posted notices  
41 regarding the Act.  
42

43 SECTION 25.2 – SICK LEAVE

- 44  
45 A. Employees may use sick leave, subject to approval of the Employer, for  
46 absence due to personal illness, pregnancy, injury, exposure to contagious

1 disease which could be communicated to other employees, and for illness or  
2 injury of an immediate family member of the employee's household if the  
3 employee's presence is necessary, or death in the employee's immediate  
4 family. Unused sick leave is cumulative without limit.  
5

6 When the use of sick leave becomes necessary, the employee or some  
7 member of the employee's immediate family will notify the Records Section  
8 and an on-duty supervisor by telephone, not later than one (1) hour before the  
9 normal starting time of the shift. Unless notification is given, no sick leave will  
10 be approved except in unusual cases and then only after the approval of the  
11 Division Commander.  
12

13 Employees of the Sheriff are entitled to four and six-tenths (4.6) hours paid  
14 sick leave for each completed eighty (80) hours of work with the Employer.  
15

16 Payment for sick leave is subject to the following conditions: during any  
17 calendar year in which an employee has used more than two (2) sick leave  
18 occurrences, each occurrence thereafter will be computed and compensated  
19 at, eighty percent (80%) of the actual hourly rate, up to two (2) scheduled  
20 work tours. After two tours of sick leave usage in an occurrence, the  
21 employee will be paid at one hundred percent (100%) of the actual hourly rate  
22 with approved medical documentation. If an employee is hospitalized,  
23 including outpatient treatment, sick leave pay begins on the first day of  
24 hospitalization at one hundred percent (100%) and is not counted as an  
25 occurrence.  
26

27 Bereavement leave and/or maternity leave of absence will not be considered  
28 an occurrence. Doctor's appointments, morning sickness, etc., pertaining to a  
29 pregnancy are not considered an occurrence.  
30

- 31 B. Employees are required to comply with the sick leave rules and regulations  
32 instituted by the Employer. It is understood between the parties that  
33 employees failing to comply with such rules and regulations will not be paid  
34 for such leave. Application for sick leave with intent to defraud, falsification of  
35 a sick leave request and/or falsification of a physician's certificate may result  
36 in dismissal as well as refund of any salary or wages paid therefore.  
37

38 The Employer may request a physician's statement from an employee where  
39 there is indication of abuse of sick leave. If the Employer requires a second  
40 opinion from a physician of his choosing, the Employer will pay the cost of  
41 such examination.  
42

- 43 C. Employees who have applied for and found to be eligible to receive a Medical  
44 Benefits or Service retirement benefits from the Public Employees Retirement  
45 System at the time of separation, and the estate of employees who die while

1 employed full-time with Montgomery County will receive cash payment for  
2 accumulated sick leave as follows:

- 3  
4 1. Hours to the employee's credit will be paid at fifty percent (50%) of the  
5 employee's hourly rate at separation.  
6  
7 2. The maximum hours convertible to cash is not to exceed three  
8 thousand (3,000).  
9

10 Employees may only receive one sick leave conversion from Montgomery  
11 County.

- 12  
13 D. Immediate family, for the purposes of this section, is defined as great-  
14 grandparents, grandparents, great-grandparents-in-law, grandparents-in-law,  
15 brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law,  
16 father, father-in-law, mother, mother-in-law, spouse, child, step-child,  
17 grandchild, guardian, or any other person who stands in place of parent.  
18 Relatives and family members not specifically listed in this section are not  
19 considered immediate family.  
20

21 **SECTION 25.3 – PERSONAL ABSENCE LEAVE**  
22

23 All employees after completing one (1) year of service will be entitled to three  
24 (3) days of personal leave with pay during each calendar year. Employees  
25 will be entitled to two (2) additional personal days with pay during the next  
26 calendar year, if the employee has had perfect attendance (no occurrences)  
27 in the previous (calendar year) twelve (12) month period. An employee  
28 having two (2) or less occurrences is entitled one (1) additional personal day.  
29 An employee having accrued 600 hours of available sick time on the last day  
30 of the calendar year and during that calendar year had perfect attendance,  
31 the employee will be entitled to one (1) personal absence day during the next  
32 calendar year. Perfect attendance is defined as no sick leave occurrences.  
33 This personal leave will not be used for a period of less than a duty day.  
34 Leave request forms must be submitted through the chain-of-command.  
35

<u>PA DAY Requirements</u>	<u>PA Days</u>
One year of full-time employment	3
Perfect Attendance (No occurrences)	2
<b>OR</b>	
Two or less occurrences	1
Perfect Attendance <b>PLUS</b> 600 hours of accrued sick leave	<u>1</u>
Maximum possible	6

1 SECTION 25.4 - BEREAVEMENT LEAVE

- 2
- 3 A. Bereavement leave will be granted not to exceed five (5) consecutive working  
4 days (or four (4) consecutive working days if the employee is on a 4-10  
5 schedule) for the funeral of a member of an employee's immediate family.  
6 Such leave, although deducted from sick leave, will be recorded as  
7 bereavement leave and will not be used for the purpose of an employee  
8 performance evaluation, and will not count as an occurrence. Should the  
9 employee not have an adequate amount of sick time to cover all or part of the  
10 leave allotted for this section, the employee may, at their discretion, use  
11 accrued vacation time.
- 12
- 13 B. Immediate family, for the purpose of this section, is defined as great-  
14 grandparents, grandparents, great-grandparents-in-law, grandparents-in-law,  
15 brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law,  
16 father, father-in-law, mother, mother-in-law, spouse, child, step-child,  
17 grandchild, guardian or any other person who stands in place of parent.  
18 Relatives and family members not specifically listed in this section are not  
19 considered immediate family.
- 20
- 21 C. When the use of bereavement leave becomes necessary, the employee or  
22 some member of the employee's immediate family will notify the Records  
23 Section by telephone as soon as they have knowledge, but not later than one  
24 (1) hour before the normal starting time of the shift. Unless notification is  
25 given, no bereavement leave will be approved except in unusual cases and  
26 then only after the approval of the Division Commander.

27

28 SECTION 25.5 - PREGNANCY NOTIFICATION AND MATERNITY LEAVE

- 29
- 30 A. The employee will notify her immediate supervisor of her pregnancy as soon  
31 as she knows she is pregnant and furnish written confirmation from her  
32 physician indicating anticipated date of birth.
- 33
- 34 B. With her physician's written approval, the employee will be permitted, and  
35 expected, to work as long as she is able to perform the regular duties of her  
36 position.
- 37
- 38 C. If an employee's Division Commander determines that the employee is no  
39 longer able to perform the regular duties of the position or other duties which  
40 the employer needs or desires to have performed, the Division Commander,  
41 through administration, will request a statement from the employee's  
42 physician concerning the employee's ability to perform her duties and request  
43 that the physician declare a specific date for the employee to begin her leave.
- 44
- 45 D. During her maternity leave of absence, the employee will continue to accrue  
46 service credit towards her pension benefits and other benefits which are

1 based on length of service provided the employee remains in active pay  
2 status and returns to work at the end of the maternity leave herein provided.  
3

4 E. Upon completion of a maternity leave of absence, the employee will be  
5 returned to the classification that she formerly occupied, provided she has  
6 complied with all the terms of this section and provides a physician's release  
7 to full duty.  
8

9 F. The starting date of the maternity leave of absence will be provided to the  
10 Employer no later than thirty (30) days prior to the commencement of such  
11 leave, except in the case of emergency situations. The employee will be  
12 reinstated with full seniority provided the employee has contacted the  
13 employer within thirty (30) days after delivery and indicates the date she  
14 desires to return to work and that the employee returns to work no more than  
15 one hundred eighty (180) days after delivery.  
16

#### 17 SECTION 25.6 - EDUCATIONAL LEAVE 18

19 A. An employee may apply for educational leave after the completion of his/her  
20 probationary period with the Sheriff's Office. Such leave may be granted to  
21 complete or further, up to and including a Bachelors Degree in Police  
22 Science, Police Administration or Criminal Justice from an accredited college.  
23

24 1. Leave will be granted in ninety (90) day increments, not to exceed two  
25 hundred seventy (270) days.  
26

27 2. Leave must be requested in writing each ninety (90) days.  
28

29 3. The employee must return to work.  
30

31 4. During the period of the leave, which is without pay, the employee will  
32 not accrue vacation, sick leave, or other benefits, including PERS  
33 contribution by the Employer.  
34

35 5. Seniority credit for the period of the educational leave will be granted.  
36

37 6. If educational leave is not granted, the reason for the denial will be in  
38 writing to the employee.  
39

#### 40 SECTION 25.7 – MILITARY LEAVE 41

42 The parties will follow the applicable provision of the Ohio Revised Code  
43 regarding military leave.  
44  
45  
46

1 SECTION 25.8 - WAGE CONTINUATION / TRANSITIONAL DUTY

- 2
- 3 A. For all issues relating to Wage Continuation/Transitional Duty, the parties
- 4 agree to follow the policies of the BWC and Montgomery County's Risk
- 5 Management.
- 6
- 7 B. The Employer will not be liable for the injury of an employee resulting from, or
- 8 arising out of, outside employment, and off the job injuries. Wage
- 9 Continuation may not be used under these circumstances.
- 10
- 11 C. The Employer reserves the right to withhold benefit payments or take
- 12 disciplinary action, up to and including termination, against any employee who
- 13 is guilty of submitting a false claim for benefits covered in this article or for
- 14 working for another employer while on Wage Continuation when physically
- 15 capable of performing in his/her assigned classification.
- 16

17 SECTION 25.9 - JURY DUTY

18

19 Employees will be paid at their regular rate of pay for on-duty time spent in

20 Jury Duty, provided that all compensation received from a court for jury

21 service will be paid by the employee to the County Treasurer.

1 ARTICLE 26

2  
3 **WAGES**

4  
5 SECTION 26.1 - PAY INCREASES

6  
7 A. Effective January 1, 2014 wages will increase two and one half percent  
8 (2 ½ %). During this calendar year employees not currently at the top of the  
9 wage scale shall be permitted to move one (1) step.

10  
11  
12 B. Effective January 1, 2015 wages will increase two and one half percent  
13 (2 ½ %). During this calendar year, employees not currently at the top of the  
14 wage scale shall be permitted to move one (1) step.

15  
16  
17 C. Effective January 1, 2016 wages will increase two and one half percent  
18 (2 ½ %). During this calendar year, employees not currently at the top of the  
19 wage scale shall be permitted to move one (1) step.

20  
21 SECTION 26.2 - PREMIUM PAY

22  
23 For this contract period the following premium pay apply:

- 24  
25 • All Deputies assigned as Canine Handlers will be paid a  
26 premium of seventy-two cents (\$.72) hourly, when in active pay  
27 status.  
28  
29 • All Deputies assigned as Evidence Technicians, not to exceed  
30 twelve (12), will be paid a premium of twenty-four cents (\$.24)  
31 hourly, when in active pay status.  
32

33 Such payments will be made only while the employee performs in that  
34 assignment.  
35

36 SECTION 26.3 - LONGEVITY

37  
38 A. Employees with continuous service with the Montgomery County Sheriff's  
39 Office will be eligible for annual longevity payment according to the following  
40 schedule:

41  
42 Employees who have completed five (5) years, but less than ten (10) years of  
43 continuous service, on or before November 1<sup>st</sup> of each calendar year will  
44 receive a payment of one and one half percent (1.5%) of their base hourly  
45 rate.  
46

1 Employees who have completed ten (10) years, but less than fifteen (15)  
2 years of continuous service, on or before November 1<sup>st</sup> of each calendar year  
3 will receive a payment of one and three quarter percent (1.75%) of their base  
4 hourly rate.

5  
6 Employees who have completed fifteen (15) years, but less than twenty (20)  
7 years of continuous service, on or before November 1<sup>st</sup> of each calendar year  
8 will receive a payment of two(2%) of their base hourly rate.

9  
10 Employees who have completed twenty (20) years, but less than twenty-five  
11 (25) years of continuous service on or before November 1<sup>st</sup> of each calendar  
12 year of will receive a payment of two and two quarter percent (2.25%) of their  
13 base hourly rate.

14  
15 Employees who have completed twenty-five (25) years or more of continuous  
16 service on or before November 1<sup>st</sup> of each calendar year will receive a  
17 payment of two and a half percent (2.5 %) of their base hourly rate.

18  
19 B. The above payments will be paid in a lump sum on the second pay day of  
20 November in each calendar year.

1 ARTICLE 27

2  
3 HOURS OF WORK AND OVERTIME

4  
5 SECTION 27.1 – HOURS OF WORK

6  
7 There are several different forms of scheduling used within the operation of  
8 the Montgomery County Sheriff's Office; however, each of the various  
9 schedules averages out to a forty (40) hour work week.

10  
11 SECTION 27.2 - DEFINITION OF DAY

12  
13 A day will be defined as a full twenty-four (24) hour period.

14  
15 SECTION 27.3 - OVERTIME PAY

- 16  
17 A. Pay for overtime worked will be at the rate of one and one-half (1.50) times  
18 the regular/straight hourly base rate of pay.  
19  
20 1. All requests for overtime must be submitted on the Compensation  
21 Request Form with all appropriate signatures.  
22  
23 2. Employees are not permitted to work overtime without the  
24 authorization and/or approval of a supervisor.  
25  
26 B. Employees assigned to rotating shifts, who are assigned to work schedules  
27 which average forty (40) hours per week, will be eligible for overtime pay only  
28 for that time worked in excess of an average forty (40) hour work week as  
29 established by a rotating shift schedule.  
30  
31 C. Employees who work a standard forty (40) hour week shall be eligible for  
32 overtime pay only for that time worked in excess of the standard will forty (40)  
33 hour work week.  
34  
35 D. An employee working their normal scheduled day off will be compensated at  
36 the rate of one and one-half (1.50) their straight time rate for such time  
37 worked provided the employee works their normal work days in that work  
38 week or was on paid leave. The Section Commander may adjust schedules  
39 for departmental or employee benefit. Any employee who is ordered in on  
40 their scheduled day off will be paid a minimum of four (4) hours overtime pay.  
41 Employees ordered in on a normally scheduled duty day, but at a time other  
42 than their normal and prescheduled work hours and not in conjunction with  
43 normal duty hours will receive a minimum of two (2) hours overtime pay. This  
44 provision does not apply to duty detectives.  
45

1 E. Reserve Deputies will not be used to fill an overtime condition. Part-time  
2 employees (seasonal and intermittent) will not be used to fill an overtime  
3 condition.  
4  
5 F. The Employer will endeavor to distribute authorized overtime among  
6 employees in each classification within a Section on a non-preferential and  
7 equal basis. Each Section will establish a seniority list by classification for  
8 overtime assignments when overtime work is necessary. The individual  
9 section overtime call up list may contain personnel from other Sections. The  
10 list will begin with the most senior person in the classification. The most  
11 senior person will be offered overtime, followed by those less senior through  
12 the end of the list. The rotating seniority list will apply to emergency overtime  
13 when practical but will not apply to hold-over overtime situations. The  
14 Employer reserves the right to require overtime of employees. Should it  
15 become necessary to require overtime, assignments will begin with the least  
16 senior employee in the job classification in that section. Any employee who  
17 has worked thirteen (13) or more hours in a twenty-four (24) hour period, in  
18 any type of assignment as an employee, and refuses voluntary overtime will  
19 remain in the employee's current position on the overtime call-up list.  
20

21 G. Any Deputy Sheriff assigned to in the classification of Detective will be  
22 exempt from the overtime seniority list as described above. The  
23 Investigations Section Commander and Supervisors will endeavor to  
24 distribute authorized overtime in an equitable manner being mindful of the  
25 following factors:  
26  
27 - Duty detective assignments  
28 - Night detective assignments  
29 - Assignment of personnel within their area of investigative responsibility  
30

31 Unless an emergency situation, no employee is to work over seventeen (17)  
32 hours in a given twenty-four (24) hour period.  
33

34 H. Duty detectives will receive eight (8) hours compensative time for every seven  
35 (7) days assigned to the duty roster. This compensative time will be in  
36 addition to any pay earned for responding to any call.  
37

38 Duty detectives will receive an additional compensation in the amount  
39 of one day's pay as holiday premium pay on each of the specified  
40 holidays and will receive additional overtime for time worked other than  
41 their normal duty hours.  
42

43 I. Employees ordered to be on stand-by status (specifically receiving verbal  
44 instruction from a supervisor to be available during a specific time period  
45 while off duty), for a period of 24 hours or less will be paid at the rate of

1 straight time of the employee's base rate of pay for two hours, in addition to  
2 any pay earned for responding to the reason for the stand-by status.

3  
4 J. Those employees whose names are on the voluntary overtime call up list are  
5 expected to accept some overtime. Personnel refusing overtime six (6)  
6 consecutive times for the same section during a three (3) month period will be  
7 removed from the call up list for that section for a period of three (3) months.  
8 Employees may appeal this removal by submitting a memorandum to the  
9 Division Commander. After three (3) months the employee may submit a  
10 memorandum to be placed back on the call up list.

11  
12 K. Hold-over overtime will not be ordered for periods greater than four (4) hours  
13 unless staffing requirements dictate the necessity to do so. The staffing  
14 situation will be documented by the duty supervisor and submitted to the  
15 Section Commander.

#### 16 17 SECTION 27.4 - PYRAMIDING

18  
19 There will be no pyramiding of overtime. Pyramiding will mean the condition  
20 created if an employee were to work overtime to fill their own vacancy.

#### 21 22 SECTION 27.5 - SPECIAL EVENTS

23  
24 A. Overtime assignments for special events are voluntary. Once an overtime  
25 assignment is accepted, it will be considered part of an employee's work  
26 assignment, except that inability to work based on illness will not require the  
27 employee to use sick leave.

28  
29 B. The Employer will, where practical, advertise special events to solicit  
30 volunteers. Where there are no special qualifications necessary, or the  
31 qualifications of more than one volunteer are equal, the more senior  
32 employee will be selected to work the event.

33  
34 C. In an ongoing special event situation interested and qualified employees will  
35 be rotated by seniority through the overtime slots available.

36  
37 D. Voluntary overtime does not include holdover assignments, call-in, or late  
38 calls near the end of the shift, which may require follow-up reports.

#### 39 40 SECTION 27.6 -COMPENSATORY TIME

41  
42 A. An employee may choose to take compensatory time in lieu of overtime  
43 compensation if the employee indicates such choice on the *Overtime*  
44 *Compensation Form* for the tour of duty in which the overtime is worked.  
45 Compensatory time will be credited to the employee at the rate of one and  
46

1 one-half (1½) hours for each overtime hour worked. When an employee  
2 accrues a maximum of fifty-one (51) hours of compensatory time the  
3 employee is expected to use this time as soon as staffing requirements of the  
4 section will allow, subject to supervisory approval. In cases of all overtime  
5 accrued except for overtime accrued in the course of training, the employee  
6 may choose whether to take compensatory time in lieu of paid overtime  
7 provided that such compensatory time be taken prior to transfer from the  
8 Division in which it was accrued. Compensatory time will be used in the  
9 section/division in which the time is earned, and further limited to positions  
10 which are funded out of the Source Organizational Cost Account (OCA)  
11 Code.

- 12
- 13 B. Employees who have accrued compensatory time, upon termination of  
14 employment or death, will be paid for the unused compensatory time at their  
15 rate of compensation at the time of separation.
- 16
- 17 C. No more than six (6) consecutive compensatory days will be taken at one  
18 time. Compensatory time requests will be given the same weight as vacation  
19 and PA days and will not be denied unless taking such time would adversely  
20 impact the recommended staffing levels of the section. All leave requests  
21 submitted for the use of compensatory time must be submitted and  
22 authorized, in writing, no later than three (3) days before the requested leave  
23 date. Supervisors may make exceptions to this time requirement when the  
24 request does not result in scheduling/planning problems.

25

26 **SECTION 27.7 - ROTATING SHIFTS**

27

28 There will be no overtime paid to employees who worked more than eight (8)  
29 hours in a twenty-four (24) hour period while changing from one shift to  
30 another, unless that action has been directed by the Employer.

31

32 **SECTION 27.8 - COURT TIME**

33

- 34 A. Whenever it is necessary for an off-duty employee to appear in Court on  
35 matters pertaining to or arising from police business, or to appear before the  
36 prosecutor for a pre-trial conference, the employee will prepare an Employee  
37 Court Compensation Request Form, attach the Court Subpoena and submit it  
38 to the employee's supervisor for approval as required.
- 39
- 40 B. In cases where no subpoena was issued the employee will attach a paper  
41 which states who requested the employee's presence, the date, start and  
42 finish time, and signature of the Assistant Prosecutor. This paper will then be  
43 attached to the Employee Court Compensation Request Form and submitted  
44 to the employee's supervisor as required.
- 45
- 46

- 1 C. Court time that is scheduled on the employee's scheduled day off will be paid  
2 a minimum of four (4) hours overtime pay. However, the employee will  
3 contact the Court twenty-four (24) hours in advance to insure that the  
4 employee is still needed. If not, no compensation is due. Court time  
5 scheduled on an employee's duty day that begins or ends before or after the  
6 employee's normally scheduled duty hours will be compensated at a rate of  
7 two (2) hours overtime pay. If the employee is not needed no compensation is  
8 due.  
9
- 10 D. If more than one (1) court case occurs within employee's scheduled court  
11 time it will be considered as a continuous court case and employee's time and  
12 compensation due will be continued until all cases are complete.  
13  
14

15 **SECTION 27.9 – TRAINING**  
16

17 When reasonably possible, training will be scheduled on duty time. When not  
18 possible, employees will be compensated for departmentally approved  
19 training at one and one-half (1.50) times the employee's normal rate of pay.  
20 Employees will not be compensated for voluntary training.

1 ARTICLE 28

2  
3 HOLIDAYS & HOLIDAY PREMIUM PAY

4  
5 SECTION 28.1 - HOLIDAYS

6  
7 A. For purposes of this contract, the holidays are and each employee is entitled  
8 to holiday pay for:

- |    |    |                           |                            |
|----|----|---------------------------|----------------------------|
| 9  | 10 | 1. New Years Day          | 7. Columbus Day            |
| 11 | 11 | 2. Martin Luther King Day | 8. Veteran's Day           |
| 12 | 12 | 3. Washington-Lincoln Day | 9. Thanksgiving Day        |
| 13 | 13 | 4. Memorial Day           | 10. Day After Thanksgiving |
| 14 | 14 | 5. Independence Day       | 11. Christmas Day          |
| 15 | 15 | 6. Labor Day              |                            |

16  
17 B. Holidays will occur on the days specified in Section 1.14 of the Ohio Revised  
18 Code. In the event that a holiday falls on Saturday, the Friday immediately  
19 before it will be observed as the holiday. In the event that a holiday falls on  
20 Sunday, the Monday immediately after it will be observed as the holiday. If  
21 an employee's work schedule is other than Monday through Friday, the  
22 employee is entitled to Holiday Premium pay even when the holiday falls on  
23 the employee's day off.

24  
25  
26 C. Paid leave requests for a holiday may be submitted a maximum of forty-five  
27 (45) days prior to the holiday. Employees will have the twenty-four (24) hour  
28 period of the forty-fifth (45th) day to submit leave requests where seniority will  
29 be the determining factor. The holidays occurring between May 15 and  
30 September 15 each year, are exempt from this provision. In special  
31 situations, Section Commanders may approve a holiday prior to forty-five (45)  
32 days as part of a five (5) or more working day block.

33  
34 D. An employee taking paid leave on a specified holiday will be charged with the  
35 use of accrued leave time equaling their normal scheduled work tour/hours  
36 and be paid for the holiday. (Normal day plus Holiday Premium Pay).

37  
38 E. Holidays with pay will be construed as time worked for the purposes of  
39 computing overtime, pursuant to the overtime article of this Agreement.

40  
41 SECTION 28.2 – HOLIDAY PAY

42  
43 A. Employees who are regularly scheduled and work holidays will receive  
44 additional compensation in the amount of their normally scheduled work  
45 tour/hours of holiday premium pay whether or not they are scheduled to work  
46 on each of the specified holidays.

1  
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11  
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13  
14

B. Employees who are assigned to any schedule other than Monday through Friday with weekends and holidays off, are entitled to Holiday Premium Pay if they work the last scheduled working day prior to the holiday or are on paid leave. Paid leave shall be defined as approved sick leave, vacation, personal leave, or compensatory time for the purpose of this Article.

C. Employees who are scheduled and required to work on New Year's Day, Thanksgiving, or Christmas, will be paid at the rate of one and one-half (1.5) times the employee's hourly base rate of pay in addition to the holiday pay referenced in Paragraph A in this section. This premium pay will be paid to a maximum of the employee's scheduled shift hours per holiday and will not be paid in addition to any other premium rate compensation, e.g. overtime, for their regular/straight time tour of duty.

1 ARTICLE 29

2  
3 VACATION

4  
5 A. One (1) year of service will be computed on the basis of twenty-six (26) bi-  
6 weekly pay periods. All regular full-time employees will be granted the  
7 following vacation leave with full pay each year based upon their length of  
8 service with the Employer and other political sub-divisions of the state. After  
9 one (1) year of service, full-time employees are entitled to eighty (80) hours of  
10 vacation leave credit. Thereafter, vacation accrual is calculated bi-weekly  
11 based on the following:

12	13 YEARS OF SERVICE	14 ANNUAL ACCRUAL	15 BI-WEEKLY RATES
16	1 year but less than 6 years	80 working hours	3.1
17	6 years but less than 12 years	120 working hours	4.6
18	12 years but less than 18 years	160 working hours	6.2
19	18 years or more	200 working hours	7.7

20 On the employee's 6<sup>th</sup>, 12<sup>th</sup>, and 18<sup>th</sup> year anniversaries, a forty (40) hour  
21 lump sum of vacation leave will be added to the employee's credit.  
22 Employees may carry over and accrue up to a maximum of eight hundred  
23 (800) hours of vacation leave. Employees are entitled to compensation at  
24 their current rate of pay for any earned but unused vacation leave to the  
25 employees credit at the time of separation.

26 B. Employees are entitled to compensation at their current rate of pay for any  
27 earned but unused vacation leave to the employee's credit, at the time of  
28 separation. In the case of the death of a Sheriff's employee, the unused  
29 vacation leave of any such employee will be paid in accordance with Section  
30 2113.04 of the Ohio Revised Code.

31  
32 C. Vacation leave will be taken at such time as the employee and section  
33 commander mutually agree. Vacation leave may be submitted no greater  
34 than 180 days prior to the date of leave, excluding Prime Vacation period.  
35 Vacation requests will not be denied unless it would create a hardship, to the  
36 agency or on other employees, or the leave request would reduce manpower  
37 beyond the levels permitted under division/section guidelines. All leave  
38 requests will be submitted and authorized, in writing, no later than three (3)  
39 days prior to the leave date. Exceptions may be made at the discretion of the  
40 supervisor.

41  
42 D. Vacation leave will not be used for a period of less than two (2) hours.

43  
44 E. Seniority will be used to determine preference for vacation during the period  
45 of May 15<sup>th</sup> - September 15<sup>th</sup> of each year. Section Commanders will post  
46 vacation schedules by April 1<sup>st</sup> of each year. All employees who desire to

1 exercise their seniority preference must submit their leave requests by May  
2 1<sup>st</sup> of each year. Leave requests for the summer vacation period will not be  
3 approved unless submitted during the seniority period or thereafter.  
4

5 F. If an employee voluntarily transfers to another shift or section after the  
6 approval of a vacation or personal absence request, such requests must be  
7 re-submitted for consideration. Pre-approved vacations or personal absence  
8 on involuntary transfers will be honored.  
9

10 G. Vacation time will be considered as time worked for the purposes of  
11 computing entitlement to overtime pay.  
12

13 H. The Employer will provide employees their accumulated annual, vacation,  
14 and sick leave on the bi-weekly pay record.  
15

16 I. Employees with a vacation leave balance of at least five hundred (500) hours  
17 as of November 1<sup>st</sup> each year, may convert to cash, up to sixty (60) hours  
18 vacation leave from a previous year's vacation leave accumulation.  
19 Employees must submit a memo requesting such vacation-to-cash  
20 conversion to the Personnel Director by November 15<sup>th</sup> each year. The  
21 vacation-to-cash conversion will be paid to the employee in December.

1 ARTICLE 30

2

3 **INSURANCE**

4

5 SECTION 30.1 - ELIGIBILITY AND COVERAGE

6

7 A. All full-time employees will be entitled to participate in the County's group  
8 health program, in accordance with the plans

9

10 B. Employees may elect to contribute to a Health Savings Account or Flexible  
11 Spending Account, either the healthcare account or the dependent account or  
12 both, by redirecting a portion of their pre-tax income. Such salary redirection  
13 will be subject to all provisions of I.R.S. Chapter 125.

14

15 C. Employees who are laid off may purchase the County's health benefits  
16 covered in this Agreement for two (2) years after date of lay-off.  
17 Arrangements for payment will be made between the employee and the  
18 County Benefits Department prior to the effective date of lay-off.

19

20 SECTION 30.2 – PREMIUMS

21

22 A. Current employee contributions for health coverage will continue through the  
23 insurance plan year concluding on June 30, 2015.

24

25 Furthermore, not earlier than December 1, 2014 and no later than December  
26 30, 2014, either party may re-open the contract for the purpose of negotiating  
27 the contributions contained in the Insurance Program for 2015-2016 plan  
28 year.

29

30 Furthermore, not earlier than December 1, 2015 and no later than December  
31 30, 2015, either party may re-open the contract for the purpose of negotiating  
32 the contributions contained in the Insurance Program for 2016-2017 plan  
33 year.

34

35 B. Effective July 1, 2013, the employee will contribute to the plans as follows:

36

37

Coverage Level	Monthly Payroll Deduction	
	Buy-Up Plan	County
Employee only	\$185.00	\$30.00
Employee + Child(ren)	\$255.00	\$35.00

Employee + Spouse	\$255.00	\$35.00
Family	\$315.00	\$45.00

C. Employees may participate in the County's wellness incentive program, if offered, to reduce monthly contributions in the Buy-up Plan or to increase contributions to the Health Savings Account for participants in the County Plan.

**SECTION 30.3 - WAIVER**

A. The County will pay the following amounts monthly to employees choosing to waive health coverage:

	Monthly Contribution	Annual Contribution
Employee Only:	\$ 57.50	\$ 690.00
Employee + Child(ren):	\$ 90.00	\$1,080.00
Employee + Spouse:	\$100.00	\$1,200.00
Family:	\$120.00	\$1,440.00

B. Eligible employees may waive their right to participate in either the single or family coverage. If an employee waives this benefit, the employee may not revoke the waiver until the next open enrollment period or for exceptions specified by Montgomery County. Employees who waive participation in the group health programs will be paid monthly for such waivers.

C. Any employee covered under any County Healthcare Plan, either as an employee or dependent, will not be eligible to receive the monthly waiver.

**SECTION 30.4 - LIFE INSURANCE**

The Employer will provide fifty thousand dollars (\$50,000) of group term life insurance to all full-time employees in accordance with the terms of the plan or plans offered by the County. The Employer will pay the entire cost for the Group Term Plan life insurance. Additionally, the Employer may provide optional supplemental term insurance that employees may choose to purchase and have the cost thereof deducted from their normal wages, through payroll deduction.

1 ARTICLE 31

2

3 **SAVINGS CLAUSE**

4

5 A. This Agreement supersedes all rules and regulations of the Ohio Department  
6 of Administrative Services or its successor and all Civil Service statutes, rules  
7 and regulations pertaining to wages, hours and terms and conditions of  
8 employment except those addressed in O.R.C., Section 4117.10A or its  
9 successor statute. However any matter properly appealable to any state  
10 agency or board under this Agreement, will follow the regulations of that  
11 board or agency.

12

13 B. If any provision of this Agreement is held to be unlawful by a court of law, the  
14 remaining provisions of this Agreement will remain in full force and effect. In  
15 the event that any provision of this Agreement is held to be unlawful by a  
16 court of law, both parties to the agreement will meet within ten (10) days for  
17 the purpose of reopening negotiations on the unlawful provision involved.

18

19 C. Any or all Articles of this contract may be reopened for negotiations by mutual  
20 consent of all parties involved.

1 ARTICLE 32

2  
3 **DRUG AND ALCOHOL TESTING**

- 4
- 5 A. The parties agree that bargaining unit members will be subject to drug and  
6 alcohol testing as outlined in the Sheriff's Office Policy, Drug-Free and  
7 Alcohol-Free Workplace Policy once the parties reach a mutual agreement as  
8 to the contents of the policy by way of the Labor Management Committee  
9 meetings.
- 10
- 11 B. The parties agree that, once agreed upon and implemented, the policy will not  
12 be changed unless agreed to by way of the procedure outlined above.
- 13
- 14 C. The parties agree that an arbitrator hearing a case involving drug testing will  
15 have no authority to change and/or modify the Sheriff's policy.
- 16  
17  
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1 ARTICLE 33

2

3 **DURATION OF CONTRACT**

4

5 A. The Agreement is hereby ordered to last until December 31, 2016, and it is  
6 made effective **January 1, 2014**, except as otherwise ordered above.

7

8 In addition, either Party may re-open the Agreement solely for the purpose of  
9 negotiating ~~wages and/or~~ health insurance for year ~~2012 and 2013~~ **2015-**  
10 **2016**. The right shall exist for each year unless the Parties are able to  
11 successfully negotiate a two (2) year agreement on ~~all wage and~~ health  
12 insurance related issues, which must be contained in any final agreement in  
13 ~~2012~~ **2015** to prohibit the re-opening in **2016** ~~2013~~.

14

15 The reopener may be commenced by filing a Notice to Negotiate with the  
16 State Employment Relations Board and shall be conducted in accordance  
17 with the dispute resolution procedures contained in Chapter 4117 of the Ohio  
18 Revised Code.

19

20

21

IN WITNESS WHEREOF, the parties have hereunto set their hands on the 22<sup>nd</sup> day of July, 2014.

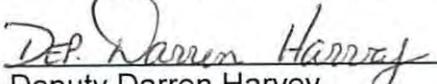
**BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO:**

**ON BEHALF OF FOP  
LODGE 104:**

\_\_\_\_\_  
Deborah A. Lieberman

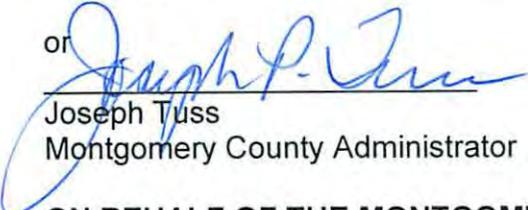
  
\_\_\_\_\_  
Mark A. Scranton: Staff Rep.  
FOP, Ohio Labor Council, Inc.

\_\_\_\_\_  
Judy Dodge

  
\_\_\_\_\_  
Deputy Darren Harvey  
Negotiation Committee Chairman

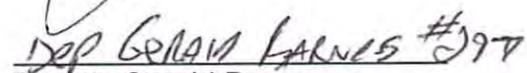
\_\_\_\_\_  
Dan Foley

  
\_\_\_\_\_  
Deputy Johnny Campbell

or   
\_\_\_\_\_  
Joseph Tuss  
Montgomery County Administrator

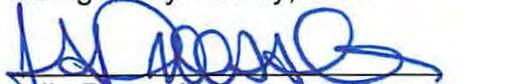
  
\_\_\_\_\_  
Deputy Johnathan Miller

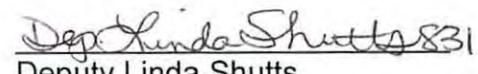
**ON BEHALF OF THE MONTGOMERY  
COUNTY SHERIFF:**

  
\_\_\_\_\_  
Deputy Gerald Barnes

  
\_\_\_\_\_  
Sheriff Phil Plummer  
Montgomery County, Ohio

  
\_\_\_\_\_  
Deputy Gerald Bemis

  
\_\_\_\_\_  
Julie Droessler  
Personnel Director/Chief Negotiator

  
\_\_\_\_\_  
Deputy Linda Shutts

  
\_\_\_\_\_  
Chief Deputy Rob Streck  
Montgomery County, Ohio

**Montgomery County Sheriff's Office**  
**2014, 2015 & 2016 Pay Scales**  
**Deputy Unit - FOP**

Classification		%	1	2	3	4	5	6	7	8	9	10	11	12	13
Deputy & Detective	Jan 1, 2014	2.50%	\$24.48	\$25.39	\$26.27	\$27.21	\$28.22	\$29.22	\$30.30						
	Jan 1, 2015	2.50%	\$25.09	\$26.02	\$26.93	\$27.89	\$28.92	\$29.95	\$31.06						
	Jan 1, 2016	2.50%	\$25.72	\$26.67	\$27.60	\$28.59	\$29.65	\$30.70	\$31.83						
	Pay Increase Between Steps:				3.7%	3.5%	3.6%	3.7%	3.6%	3.7%					

**RESOLUTION NO. 14-0991  
JULY 22, 2014**

**RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT  
BETWEEN THE MONTGOMERY COUNTY SHERIFF AND THE  
FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL**

**WHEREAS**, the Sheriff of Montgomery County and the Fraternal Order of Police/Ohio Labor Council, engage in good faith bargaining and entered into a contract effective as follows:

**FOP Deputies – January 1, 2014 through and including  
December 31, 2016**

**NOW, THEREFORE, BE IT RESOLVED** that the contract between the Sheriff of Montgomery County and the Fraternal Order of Police/Ohio Labor Council be and is approved by the Board of Montgomery County Commissioners.

**BE IT FURTHER RESOLVED** that the Clerk of Commission certify this resolution and make an imaged copy of this resolution available on the Montgomery County, Ohio website at <http://www.mcohio.org/>

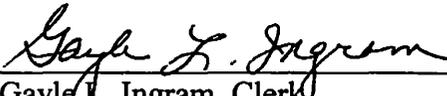
Ms. Dodge moved the adoption of the foregoing resolution. It was seconded by Mr. Foley, and upon call of the roll the following vote resulted:

Ms. Dodge, aye; Mr. Foley, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 22nd day of July, 2014.

FID

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

 /tjo  
Gayle L. Ingram, Clerk  
Board of County Commissioners  
Montgomery County, Ohio