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**AGREEMENT
BETWEEN
THE MIAMI COUNTY SHERIFF
AND
THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
BARGAINING UNIT A
(CORRECTIONS OFFICER, SECRETARY)**

2013-MED-09-1197

Effective through December 31, 2016

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PREAMBLE

This Agreement, entered into by the Miami County Sheriff's Office, hereinafter referred to as the "Employer" or the "Sheriff," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" or the "Union," has as its purpose the following:

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

Whenever the term "employees" is used in this Agreement, it shall refer to all employees occupying positions within the bargaining unit covered by this Agreement unless otherwise specified.

ARTICLE 1 OPBA RECOGNITION

Section 1.1. The Employer recognizes the OPBA as the sole and exclusive representative for the employees included in the bargaining unit, for any and all matters relating to wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Agreement.

Section 1.2. The bargaining unit includes all full-time employees, as set forth in the certification issued by the Ohio State Employment Relations Board (SERB) in Case Number 2009-REP-12-0144, employed in any of the following classifications:

Corrections Officer
Secretary

All other classifications within the Sheriff's Office are excluded from the bargaining unit. All management level employees, confidential, supervisory, seasonal and casual employees, and all other employees specifically excluded by the Ohio Collective Bargaining Law shall be excluded from the bargaining unit.

Section 1.3. In the event of a change of duties of a position within the bargaining unit, or in the event that a new corrections or clerical position is created within the Sheriff's Office, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the OPBA in writing within thirty (30) calendar days. A change in classification title only, shall not affect the bargaining unit status of a position. If the OPBA disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the OPBA's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the OPBA and the parties shall file a joint petition with SERB to amend the certification. If the parties do not agree, the position shall be subject to challenge by the OPBA to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the

SERB Rules and Regulations. This procedure shall not restrict the Employer's right to fill the position during the period of appeal by the OPBA.

ARTICLE 2

OPBA SECURITY

Section 2.1. The Employer agrees to deduct OPBA membership dues, fees, and assessments in accordance with this article for all employees eligible for the bargaining unit.

Section 2.2. The Employer agrees to deduct OPBA membership dues once each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the employee's designee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the OPBA, including employees who resign from membership in the OPBA after the effective date of this labor agreement, shall pay to the OPBA, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the OPBA, nor shall the fair share fee exceed the dues paid by members of the OPBA in the same bargaining unit. The OPBA is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The Employer shall implement the fair share deductions under this section. The OPBA shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09 (C) and federal law. The OPBA agrees to abide by all rules and decisions of the State Employment Relations Board in regard to the fair share fee deductions.

Section 2.4. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article regarding the deduction of OPBA dues, assessments or fair share fees. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 2.5. The Employer shall be relieved from making dues, assessments or fair share deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; or (4) an unpaid leave of absence. The Employer is relieved from making dues check off deductions upon an employees: (1) revocation of the check-off authorization; or (2) resignation by the employee from the OPBA.

Section 2.6. The Employer shall not be obligated to make dues, assessments or fair share fee deductions from any employee who, during any month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues, assessments or fair share fees.

Section 2.7. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the OPBA dues, assessments or fair share fee deductions would normally be made by deducting the proper amount.

Section 2.8. The OPBA shall, during January of each year, certify to the Employer or designee the rate at which dues or fair share fees are to be deducted. One (1) month advance notice must be given to the Employer or designee prior to making any changes in an individual's dues deduction.

Section 2.9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

ARTICLE 3 **OPBA REPRESENTATION**

Section 3.1. Representative(s) of the OPBA shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the OPBA representative(s) shall identify themselves to the Employer or the Employer's designated representative.

Section 3.2. The Employer shall recognize employees designated by the OPBA to act as OPBA representatives for the purpose of representing employees within the same bargaining unit.

Section 3.3. The OPBA shall provide to the Employer an official roster of its officers and OPBA representatives which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor
5. OPBA office held

No employee shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with written certification of that person's selection.

Section 3.4. The investigation and writing of grievances shall be on non-work time unless otherwise permitted by the supervisor. No employee or representative shall suffer any loss of pay for attending grievance hearings scheduled by the Employer during the employee's regular duty hours.

Any time spent by employees in grievance hearings outside normal working hours shall not be considered hours worked nor compensable time.

Section 3.5. Rules governing the activity of OPBA representatives are as follows:

1. The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct OPBA business during working hours except to the extent specifically authorized herein.
2. The OPBA shall not conduct OPBA activities in any work area(s) without notifying the supervisor(s) in charge of that area(s) of the nature of the OPBA activity.
3. The OPBA employee official shall cease unauthorized activities immediately upon the request of the Sheriff or his designee, the supervisor of the area where the unauthorized activity is being conducted, or upon the request of the employee's immediate supervisor.

ARTICLE 4 **NONDISCRIMINATION**

Section 4.1. Joint Pledge. The Employer and the OPBA agree not to unlawfully discriminate against any bargaining unit employee because of that individual's race, color, religion, sex, pregnancy, national origin, disability, age, ancestry, military status, veteran status, or genetic information.

If an employee and/or the OPBA file a grievance alleging a violation of Article 4 while the same or similar allegation of discrimination is being investigated or otherwise processed by an administrative agency such as the OCRC or the EEOC or by a court of competent jurisdiction, such grievance shall be held in abeyance pending the final resolution of the matter by the administrative agency or the courts, whichever is applicable.

Section 4.2. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any legal, authorized employee activity in an official capacity on behalf of the Union.

Section 4.3. The Union agrees not to restrain or coerce any employee because the employee chooses to abstain from membership in the Union or involvement in Union activities.

Section 4.4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees except where sex is determined to be a bona fide occupational qualification.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. The Employer possesses the sole right to operate the Sheriff's Office and all management rights repose in it. The Employer's exclusive rights include but shall not be limited to the following, except as limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as functions and programs of the Sheriff's Office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause;
- F. Determine the adequacy of the workforce, including the authority to layoff employees;
- G. Determine the mission of the Sheriff's Office as a unit of government;
- H. Effectively manage the workforce; and
- I. Take actions to carry out the mission of the Sheriff's Office as a governmental unit.

Section 5.2. The OPBA recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements, shall remain the function of the Employer.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws, and/or by the United States or Ohio State Constitutions.

Section 6.2. All grievances must be presented at the proper step and time in progression in order to be considered at the next step.

The aggrieved party may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal.

In cases where a grievance is being filed because of a suspension or a termination action taken against the grievant, the grievance shall be filed, beginning at Step 2 of the grievance steps.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by written mutual agreement. Any grievance withdrawn by the employee or the Union or not filed or processed within the prescribed time limits shall be considered invalid and not subject to arbitration.

Section 6.3. A grievance must be submitted to the formal grievance procedure within:

1. Ten (10) calendar days after the grievant knows or should have known the facts giving rise to the grievance but in no case later than:
2. Thirty (30) calendar days following the date the incident occurred which gave rise to the grievance.

Whichever of the above occurs first shall be the controlling deadline date.

Any grievance filed more than thirty (30) calendar days after the date of the incident which gave rise to the grievance will be considered not to have existed. Any grievance filed more than ten (10) calendar days after the employee becomes aware of the facts will also be considered not to have existed. Any grievance failing to meet either of the above time limits shall not be subject to arbitration.

Section 6.4. All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date grievance was first discussed;
- C. Date grievance was filed in writing;
- D. Name of supervisor with whom grievance was discussed;
- E. Date and time grievance occurred;
- F. Where grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and sections of the Agreement violated; and
- I. Desired remedy to resolve grievance.

Section 6.5. There shall be an earnest, good faith effort to settle disputes and controversies promptly through oral discussions between the employee and the employee's immediate non-bargaining unit supervisor. Any matter which cannot be resolved through such discussions and which meets the definition of a grievance as herein defined, may be submitted through the formal grievance procedure within ten (10) calendar days as provided in Section 6.3.

The following steps shall be followed in processing a formal grievance:

STEP 1: The grievance must be submitted in writing to the first level of supervision or management as provided herein. Step 1 representatives shall be defined as the immediate supervisor who normally supervises the grievant as outlined herein. In order to be considered, the grievance must be submitted within the applicable time limit set forth in Section 6.3 herein. It shall be the responsibility of the Employer's representative to investigate the matter and provide a written response within fourteen (14) calendar days following the day on which the grievance was presented at Step 1.

Management's representative at Step 1 of the grievance procedure shall be as follows:

<u>Jail</u>	<u>Records Division</u>
Corrections Sergeant or	Lieutenant
Corrections Lieutenant	

STEP 2: If the grievance is not resolved in Step 1, it may then be appealed by the grievant to the next level of management provided such appeal is submitted within seven (7) calendar days following receipt of the response from Step 1. The management representative shall schedule a meeting with the grievant, and a representative of the OPBA if either party requests such meeting. The management representative shall review the grievant's arguments, investigate the matter as necessary and respond in writing to the grievant within fourteen (14) calendar days following the meeting between the parties or receipt of the grievance, whichever occurs later.

Management's representative at Step 2 of the grievance procedure shall be as follows:

<u>Jail</u>	<u>Records Division</u>
Jail Administrator or	Chief Deputy
Assistant Jail Administrator	

STEP 3: If the grievance is not resolved in Step 2, it may then be appealed by the grievant to the Sheriff provided such appeal is submitted within seven (7) calendar days following receipt of the response from Step 2. The Sheriff and/or designee shall schedule a meeting with the grievant, if the grievant or Sheriff requests, and a representative of the OPBA may be in attendance if the grievant requests such representation. The Sheriff shall review the grievant's arguments and the previous

responses from management, investigate the matter as necessary, and respond in writing to the grievant within fourteen (14) calendar days following the meeting between the parties or receipt of the grievance at Step 3 if no meeting is held.

STEP 4: **ARBITRATION:** If the grievance is not satisfactorily resolved after exhausting the previous steps, it may be submitted to arbitration upon the request of the OPBA in accordance with this section of this article.

- A. The OPBA, based upon the facts presented, has the right to decide whether to arbitrate a grievance provided all other requirements of this article have been met. Within fourteen (14) calendar days from the date of the grievant's receipt of the Step 3 response on such grievance under the previous step of the grievance procedure, the OPBA shall notify the Sheriff in writing of its intent to seek arbitration over an unresolved grievance. If no notification is received within this timeframe, the grievance shall be considered resolved based on the Sheriff's response and, therefore, not subject to arbitration.
- B. The OPBA may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party cancelling the arbitration. Any grievance not submitted to arbitration within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Sheriff and shall not be subject to arbitration.
- C. After receipt of a request to arbitrate, a representative of each of the parties (the OPBA and the Sheriff) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Employer or designee and the OPBA shall jointly request the Federal Mediation and Conciliation Service to submit a panel list of fifteen (15) arbitrators from the state of Ohio who are members of the National Academy of Arbitrators. The Union shall be responsible for any filing fee required for the panel of arbitrators. The parties shall then choose an arbitrator by alternately striking the names of the arbitrators until only one (1) name remains which shall be the arbitrator selected. Each party shall have the option to completely reject the names on the FMCS list and request another FMCS list. The party rejecting the list shall pay the cost for the additional list. Each party shall have the option to reject a maximum of two (2) lists.

Once the OPBA has submitted a timely request for arbitration, the parties must actively pursue the selection of an arbitrator and scheduling of a date for the arbitration hearing. If the Union fails to actively pursue the selection of an arbitrator or scheduling of the hearing during any consecutive 30 day period, the grievance shall be considered resolved based on the Employer's last response and shall, therefore, not be appealable to arbitration.

- D. The arbitrator's decision shall be limited strictly to the interpretation, application or enforcement of the specific articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- E. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- F. The decision of the arbitrator shall be final and binding on the Employer, the Union and the grievant(s). The arbitrator shall be without authority to recommend any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. In cases of discharge, suspension or demotion, the arbitrator shall have the authority to award modification of said discipline.
- G. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the cost for a hearing room, if any, shall be borne equally by the Employer and the OPBA. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts.
- H. Any bargaining unit employee who is required by the Employer to attend such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.
- I. At the arbitration hearing, the grievant(s) shall be permitted to attend and be represented by one non-employee OPBA representative and one employee OPBA representative. The grievant(s) and employee OPBA representative shall not lose pay or benefits to the extent such hearing hours are during the employee's normally scheduled working hours on the day of the hearing.

Section 6.6. When an employee covered by this Agreement chooses to be self-represented in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, notification of the right to be present at the adjustment will be given to the appropriate OPBA representative.

Section 6.7. The OPBA shall use a grievance form which shall provide the information outlined in Section 6.4. The OPBA shall have the responsibility for the duplication, distribution and their own accounting of the grievance forms.

ARTICLE 7 **DISCIPLINE**

Section 7.1. The tenure of every bargaining unit employee of the Miami County Sheriff's Office shall be during good behavior and efficient service. No employee shall be reduced in pay or classification, suspended, or discharged, except for just cause. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action while the employee is on duty, working under the colors of the Employer, or off-duty when represented as an employee of the Sheriff's Office. The employee may not be disciplined for actions on the employee's own personal time that do not reflect directly on the Sheriff's Office or do not violate any state or federal statutory provisions or Sheriff's Office current policies. Forms of disciplinary action may include:

- A. Verbal Counseling (may be documented in writing);
- B. Written Warning;
- C. Written Reprimand;
- D. Suspension Without Pay;
- E. Reduction In Pay or Classification; or
- F. Termination of Employment.

Section 7.2. Incompetency, inefficiency, dishonesty, inability to perform the employee's normal duties due to use of alcohol or controlled substances, reporting for duty under the influence of alcohol or a controlled substance, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without approved leave, or any other failure of good behavior or any other acts of misfeasance, malfeasance or nonfeasance in office shall be cause for disciplinary action.

Section 7.3. Discipline shall be applied in a uniform manner and shall be progressive except in instances wherein an employee is charged with serious misconduct. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 7.4. Anytime the Employer or a representative of the Employer has reason to discipline an employee, it shall be administered in a professional manner.

Section 7.5. Whenever the Employer determines that an employee may have committed a violation which could result in a suspension, reduction in pay or classification, or termination of employment, a predisciplinary conference will be scheduled with the employee, and the appropriate OPBA

representative if the employee desires, to give the employee an opportunity to offer an explanation of the alleged misconduct. Notice of a predisciplinary conference must be provided to the employee and Union representative no less than forty-eight (48) hours prior to the conference. A predisciplinary conference may be postponed no more than 24 hours by the Union Representative if due to a scheduling conflict.

Section 7.6. Any disciplinary action may be appealed through the grievance procedure. However, a verbal counseling, written warning or written reprimand shall not be appealable to arbitration.

Section 7.7. Any investigative questioning regarding charges of employment misconduct shall be made under the following conditions:

- A. The questioning shall take place at the Sheriff's Office or other mutually agreeable site unless circumstances related to the matter being investigated justify otherwise.
- B. The employee shall be informed of the nature of the investigation before any questioning commences. If it is shown that the employee is being questioned as a witness only, the employee should be so advised prior to the commencement of the questioning. If the employee requests, the employee shall be permitted to have a representative present during the questioning.
- C. This section shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a suspect or the target of a criminal investigation, the employee shall be afforded the same constitutional rights to which any other individuals are entitled.
- D. Any employee charged with or under indictment for a felony may be suspended without pay pending exoneration of all charges. If the employee is freed from all charges, the employee shall be reinstated with full back-pay and no loss of seniority. The employee may, however, still be subject to disciplinary action for any employment misconduct associated with the felony charge. If the employee is found guilty of the felony charge, the employee shall be discharged.
- E. Employee consent is necessary for the administration of polygraph or voice stress analyzer tests.

Section 7.8. In lieu of more severe discipline, the Employer, at its sole discretion, may offer a last chance agreement, rehabilitation, a working suspension, or any combination of the above which if agreed upon by the employee and the OPBA shall be binding on all parties. The OPBA staff representative shall have the authority to enter into any such agreements on behalf of the OPBA. Such alternative forms of discipline shall not establish a precedent for any future disciplinary actions.

Section 7.9. The Employer and the Union mutually agree that it is their intent to waive O.R.C. Section 124.34.

ARTICLE 8
PERSONNEL FILES

Section 8.1. Employees wishing to inspect their personnel files shall schedule an appointment to inspect their personnel files maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Employees shall be entitled to have another employee of the Employer, or an OPBA representative of their choice, accompany them during such review.

Section 8.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's personnel file.

Section 8.3. Records of written warnings shall cease to have force and effect one (1) year from the date of issuance and written reprimands shall cease to have force and effect eighteen (18) months from the date of issuance, and shall not be considered in regard to future disciplinary actions provided no intervening discipline has occurred. Any record of discipline resulting in a suspension of less than three (3) days shall cease to have force and effect three (3) years from the date of issuance and shall not be considered in regard to future disciplinary actions, provided no intervening discipline for a similar offense has occurred during such period.

Section 8.4. Those records specifically designated by law to be confidential shall not be made available to the general public except by court order, subpoena, or by written permission of the employee. The time limits specified in Section 8.3 for disciplinary records to remain in force and effect shall be held in abeyance for an employee during the term of an employee's layoff or other unpaid leave of absence (excluding Family Medical Leave) from work lasting more than ten (10) consecutive workdays. Upon returning to paid status, the time limits shall continue with the employee being credited for all such time prior to the commencement of the unpaid leave.

Section 8.5. All outdated discipline as identified in Section 8.3 shall, upon receiving a written request from the employee, be maintained separate from the other information in the employee's personnel file.

Section 8.6. The above restrictions regarding how long certain disciplinary actions remain in force and effect may be modified if mutually agreed by the employee, OPBA, and the Employer. The OPBA staff representative shall have the authority to enter into any such agreement on behalf of the OPBA.

ARTICLE 9
BULLETIN BOARDS

Section 9.1. The Employer agrees to provide one (1) bulletin board for use by the OPBA. Such bulletin board shall be located in the Road Room.

Section 9.2. All OPBA notices of any kind posted on the bulletin board shall be signed, posted or removed by the local OPBA president or designee during non-work time. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's approval.

- A. OPBA recreational and social affairs;
- B. Notice of OPBA meetings;
- C. OPBA local Union representative appointments;
- D. Notice of OPBA elections;
- E. Results of OPBA elections;
- F. Reports of non-political standing committees and independent non-political arms of the OPBA;
- G. Non-political publications, rulings or policies of the OPBA; and
- H. Postings related to collective bargaining (SERB notices, tentative agreements, fact-finding reports, conciliation reports, bargaining unit vote results, and notices related to bargaining unit voting and tallying votes).

All other notices of any kind not covered by A through H above must receive prior approval of the Employer or designated representative. It is also understood that no material may be posted on the OPBA bulletin board at any time which contain the following:

- A. Personal attacks upon any other bargaining unit employee or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or official;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; or
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 9.3. No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the OPBA.

Section 9.4. The OPBA shall cause the immediate removal of any material posted in violation of this article, upon the request of the Employer or designee. Refusal to remove said material will subject the employee to disciplinary action by the Employer.

ARTICLE 10
LABOR / MANAGEMENT MEETINGS

Section 10.1. In the interest of sound labor/management relations, the Employer and/or designee(s) shall, upon mutual agreement between the parties, meet with not more than three (3) representatives of the bargaining unit to discuss matters as outlined in Section 10.2 below.

Section 10.2. Agendas will be exchanged by the parties at least five (5) calendar days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The names of those OPBA representatives who will be attending shall be provided to the Employer. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the OPBA of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and/or
- F. To consider and discuss health and safety matters relating to employees.

Section 10.3. It is further agreed that if special labor/management meetings have been requested, in writing and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 11
PROBATIONARY PERIODS

Section 11.1. Every employee upon entering a bargaining unit position will be required to successfully complete a probationary period. Probationary employees may be terminated any time during their probationary period and shall have no right to appeal such removal.

The probationary period shall begin on the first day for which the employee receives compensation from the Employer in a newly obtained bargaining unit position and shall continue as follows:

- A. Corrections Officer: For a period of one (1) calendar year or six (6) months after the officer is certified as a Corrections Officer by the State of Ohio, whichever occurs later.
- B. Secretary: For a period of one (1) year from first day of employment.

Section 11.2. Any employee promoted within the bargaining unit shall serve a probationary period equivalent to the new hire probationary period for the position. An employee serving a promotional

probationary period whose performance is unsatisfactory shall be returned to the position formerly held, if a vacancy exists.

Section 11.3. Any employee promoted to a position outside the bargaining unit shall retain the right to return to their previous classification at their previous rate of pay in the event the Employer determines their performance to be unsatisfactory during the probationary period, provided the employee's previous classification is still available. If such classification is no longer available, the employee shall be placed in the next lower classification within the bargaining unit that he/she is qualified to fill.

Section 11.4. The Employer and Union mutually agree that this Article 11 shall supersede and replace any conflicting provisions contained in Section 124.27 (C) of the Ohio Revised Code or any other provisions of the Ohio Revised Code that otherwise conflict.

ARTICLE 12 **SENIORITY**

Section 12.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in any bargaining unit positions covered by this Agreement.

- A. The following situations, which are not exhaustive, shall not constitute a break in continuous service:
1. A leave of absence approved in advance by the Employer;
 2. Sick leave, disability leave, FMLA, or any leave approved by the Employer;
 3. Authorized military leave; and
 4. A layoff of eighteen (18) months duration or less.
- B. The following situations shall constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for just cause;
 2. Disability or service retirement;
 3. Layoff for more than eighteen (18) months;
 4. Failure to return to work within ten (10) calendar days of a recall from layoff or as required in Article 13 of this Agreement;
 5. Failure to return to work at the expiration of an approved leave of absence;
 6. A resignation;

7. An involuntary separation from employment; or
 8. Promotion or movement to a different position within the Miami County Sheriff's Office outside the bargaining unit when the employee maintains employment in such position for a period greater than the position's probationary period.
- C. Any bargaining unit employee placed on a voluntary or an involuntary separation who does not seek a disability or service retirement and who is authorized to return to his/her previous position, shall retain all previous seniority which accrued prior to said separation. However, once the employee accepts a disability or service retirement, all previously accrued seniority is eliminated.

Section 12.2. Ties in seniority shall be broken in the following manner:

- A. First day the employee is placed on the duty schedule;

If two (2) or more employees have the same seniority as determined in ("A") then,
- B. The Date of Application for Employment shall be used with the earliest date being considered more senior and the latest date considered least senior for the purpose of this article.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. When the Employer determines either due to lack of funds, lack of work, reorganization, or for reasons of efficiency, that a long-term layoff or job abolishment is necessary, the Employer shall notify affected employees five (5) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, again based on the reasons outlined above, as soon as possible. Layoffs are not to be used for any disciplinary action. The Employer, upon request from the OPBA agrees to discuss, with representatives of the OPBA, the impact of the layoff on bargaining unit employees.

Section 13.2. In the event a layoff becomes necessary, the Employer shall determine which classifications shall be abolished or laid off and shall layoff the least senior employee in the affected classification. Prior to the layoff of any full-time bargaining unit employee, all part-time employees and/or all non-full-time employees who are performing the normal duties of a full-time bargaining unit member will be laid off first. Seniority shall be determined in accordance with Section 12.1.

Section 13.3. Employees who are given a long-term layoff shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled without further training.

Employees who are placed on a short-term layoff shall be notified of their recall date at the time of the layoff.

Section 13.4. Notice of recall from a long-term layoff shall be sent to the employee by certified mail or personal delivery with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.5. An employee recalled from a long-term layoff shall have five (5) calendar days following the receipt of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

An employee returning from a short-term layoff shall report to work on the date and time specified in the layoff notice.

Section 13.6. The Employer and OPBA agree that this layoff and recall procedure shall replace and supersede Sections 124.321 through 124.328 of the Ohio Revised Code, or any other sections of the ORC in conflict.

ARTICLE 14 **NOTIFICATION OF VACANCIES**

Section 14.1. Employees will be notified of vacancies within the Sheriff's Office which the sheriff desires to permanently fill in bargaining unit positions or positions outside the bargaining unit to which bargaining unit to employees would be eligible to promote by utilizing the internal email system.

ARTICLE 15 **WORK RULES**

Section 15.1. The Employer agrees that all work rules shall be applied uniformly within the group or groups of employees to whom such work rules are directed.

The Employer recognizes that no rules, regulations, policies, procedures, or standard operating procedures shall be established that are in violation of any express terms of this Agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures, or other changes that materially affect the wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 34, Duration of Agreement, for any applicable succeeding

Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

Section 15.2. To the extent possible, work rules shall be reduced to writing and provided to appropriate bargaining unit personnel in advance of their effective date. A copy of any new or revised work rule shall be provided to the employee via the read and sign book and the computer network.

Section 15.3. Any work rule which violates the specific terms of this Agreement may be challenged by the OPBA through the grievance procedure.

Section 15.4. Copies of the written rules, regulations, and procedures shall be made accessible to employees via the computer network.

Employees may be required to sign an acknowledgement indicating they have been made aware of the rules, regulations, and procedures.

ARTICLE 16 **HOURS OF WORK AND OVERTIME**

Section 16.1. Each employee's work schedule shall be determined by the Employer. The standard work schedule for employees classified as a Secretary shall not exceed forty (40) hours in a seven (7) day period. The standard work schedule for Corrections Officers shall consist of no more than one hundred and sixty-one and one-half (161½) hours in a twenty-eight (28) day work period. Any time worked by a Secretary in excess of forty (40) hours in a seven (7) day period shall be considered overtime. Any time worked by a Corrections Officer in excess of eight and one-half (8½) hours per day, one hundred and sixty-one and one-half (161½) hours during a twenty-eight (28) day period, or on the officer's regularly scheduled day off shall be considered overtime. However, there shall be no pyramiding of overtime payments for the same hours worked. For purposes of compliance with the Fair Labor Standards Act (FLSA) only, the parties agree overtime will be computed in accordance with Title 29 USC, Section 207(K).

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

Section 16.3. Employees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for any overtime actually worked. The Employer may elect to grant compensatory time in lieu of payment for overtime as described above. Compensatory time, if authorized, will be accumulated on a time and one-half (1½) basis for each hour of overtime worked. Bargaining unit employees shall not be permitted to accumulate more than sixty-eight (68) hours of

compensatory time, unless approved by the Sheriff. Any compensatory time in excess of sixty-eight (68) hours shall be paid to the employee, unless approved as described above.

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

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

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

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

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

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

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

1. If the corrections officer initiating the trade has vacation, personal leave, or compensatory time available and staffing levels permit him/her to utilize such time without creating the need to call in another corrections officer, the Employer may require the corrections officer to use such leave as listed above.

2. If the trade would result in a shortage of female corrections officers on the shift, the trade shall not be permitted.
3. Such trade shall not result in either employee working more than twelve and one-half (12½) consecutive hours. The employer may make an exception to this restriction in the case of an emergency.
4. At the time the request is made, the requesting employee must state when the time is to be returned to the working Corrections Officer, which shall be within three (3) weeks following the date of the trade.

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

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

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

ARTICLE 17

WAGES AND COMPENSATION

Section 17.1. Effective the beginning of the first pay period which includes January 1, 2014, the rates of pay for bargaining unit employees shall be as follows (2% increase):

	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Corrections Officer						
Hourly	\$15.92	\$16.40	\$16.88	\$17.39	18.00	\$18.63
Biweekly	\$1273.60	\$1312.00	\$1350.40	\$1391.20	\$1440.00	\$1490.40
Secretary 1						
Hourly	\$13.36	\$13.76	\$14.18	\$14.61	\$15.11	\$15.64
Biweekly	\$1068.80	\$1100.80	\$1134.40	\$1168.80	\$1208.80	\$1251.20

Section 17.2. Effective the beginning of the first pay period which includes January 1, 2015, the rates of pay for bargaining unit employees shall be as follows (2% increase):

	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Corrections Officer						
Hourly	\$16.24	\$16.73	\$17.22	\$17.74	\$18.36	\$19.00
Biweekly	\$1299.20	\$1338.40	\$1377.60	\$1419.20	\$1468.80	\$1520.00
Secretary 1						
Hourly	\$13.63	\$14.04	\$14.46	\$14.90	\$15.41	\$15.95
Biweekly	\$1090.40	\$1123.20	\$1156.80	\$1192.00	\$1232.80	\$1276.00

Section 17.3. Effective the beginning of the first pay period which includes January 1, 2016, the rates of pay for bargaining unit employees shall be as follows (2% increase):

	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Corrections Officer						
Hourly	\$16.56	\$17.06	\$17.56	\$18.09	\$18.73	\$19.38
Biweekly	\$1324.80	\$1364.80	\$1404.80	\$1447.20	\$1498.40	\$1550.40
Secretary 1						
Hourly	\$13.90	\$14.32	\$14.75	\$15.20	\$15.72	\$16.27
Biweekly	\$1112.00	\$1145.60	\$1180.00	\$1216.00	\$1257.60	\$1301.60

Section 17.4. Upon the implementation of this Agreement, current bargaining unit employees shall be assigned to the appropriate pay range according to their classification and assigned to the pay step that corresponds to the number of years of service with the Sheriff's Office they have completed in that classification. Thereafter, all bargaining unit employees shall receive any pay rate adjustments made to the above pay scales on the effective date of the adjustment and shall be advanced to the next higher pay step in their assigned pay range in the pay period which includes their anniversary date of hire in that classification. Example: an employee hired in July would receive a pay increase in January whenever the pay scale is adjusted to reflect the across-the-board increase or any other time the pay scale is adjusted and would also receive a pay step increase in July upon completion of each year of service until reaching the five (5) year step.

Section 17.5. Employees upon entering a bargaining unit classification shall normally start at the Start Rate and progress through the pay steps based upon completion of the required year(s) of service. The Employer reserves the right to begin a newly assigned employee at a higher pay step, not to exceed Step 2, where the employee's experience and qualifications warrant it.

Section 17.6. Any Corrections Officers that are assigned as an Officer In Charge (OIC) shall be compensated an additional \$0.45 for each hour in the capacity of an OIC, but only when the period of time exceeds four (4) hours per shift.

ARTICLE 18
HOLIDAYS

Section 18.1. Scheduled holidays shall be as follows:

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

The work schedule for Corrections Officers and Jail Secretaries shall include any of the above holidays. Office secretaries normally scheduled to work Monday through Friday shall observe the holidays on the actual dates of occurrence, except when a holiday falls on Saturday, it shall be observed on the preceding Friday, and when a holiday falls on Sunday, it shall be observed on the succeeding Monday. Corrections Officers and Jail Secretaries shall receive their regular hourly rate of pay plus holiday pay as specified below.

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

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

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

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

Section 18.6. In any contract year that the Miami County Commissioners pass a resolution granting the day after Thanksgiving as a holiday to the non-bargaining unit employees under their supervision, any corrections officer working on such holiday shall be granted one paid floating holiday of eight and one-half (8½) hours which must be used prior to the following Thanksgiving. All secretaries shall be granted the day after Thanksgiving off with pay.

ARTICLE 19 **VACATION**

Section 19.1. Bargaining unit employees shall earn vacation leave in accordance with the following schedule:

Less than one (1) year of service completed: Not eligible for vacation. However, vacation time shall accumulate at a rate of 3.1 hours per pay period.

One (1) year of service but less than eight (8) years completed: 80 hours vacation. Rate: 3.1 hours per pay period.

Eight (8) years of service but less than fifteen (15) years completed: 120 hours vacation. Rate: 4.6 hours per pay period.

Fifteen (15) years of service but less than twenty-five (25) years completed: 160 hours vacation. Rate: 6.2 hours per pay period.

Twenty-five (25) years or more of service completed: 200 hours vacation. Rate: 7.7 hours per pay period.

Section 19.2. Except as otherwise provided in Ohio Revised Code Section 9.44(C) for employees who retire and are rehired, bargaining unit employees shall earn vacation credits based on their years of service with the state or any political subdivision of the state. Vacation credits are accrued while an employee is in active pay status and being compensated by the Employer. No vacation credit is earned while an employee is on any unpaid leave or disciplinary suspension, layoff, or any other absence without pay. Prorated vacation credit is granted for any part of a pay period. At the completion of 8, 15 and 25 years of service, forty (40) hours of vacation credit shall be added to the employee's accrued balance and the employee shall begin earning additional vacation at the higher rate as specified in Section 19.1 above.

Section 19.3. Corrections officers may schedule up to twenty (20) hours of vacation per calendar year in four (4) hour increments. Secretaries may schedule up to forty (40) hours of vacation per calendar year in four (4) hour increments. All remaining vacation time each calendar year shall be granted in increments of time that are one (1) or more workdays in duration. Requests for vacation shall be made in writing by the employee to the Sheriff or designee to determine if accrued time is equal to time requested. Vacation requests shall normally be submitted five (5) days prior to the date the vacation is requested to begin. Exception to this time limit may be requested and may be granted by the Sheriff or designee. Requests shall not be unreasonably denied if sufficient staffing exists and the employee has the accrued time earned as of the previous pay period. The employee will be

notified within a reasonable time period if his/her vacation is approved or denied and, if denied, the reason for the denial.

Section 19.4. The period from Memorial Day to Labor Day will be considered "Prime Vacation Time." Requests for vacation during this period shall be submitted no later than April 1st of each year and shall be scheduled according to seniority. Requests turned in after this day may be approved on a first-come, first-served basis. Vacations shall be scheduled in such a manner as not to interfere with the efficient operation of the Sheriff's Office.

Section 19.5. Vacation leave shall normally be taken within twelve (12) months following an employee's anniversary date. The maximum amount of vacation an employee may have accumulated at any one time shall be equal to two years accumulation. Once an employee accrues two (2) years worth of vacation, no additional vacation will be credited until the employee reduces his/her balance of vacation hours below this maximum level.

Section 19.6. When any employee resigns from the Sheriff's Office, the employee shall be paid for any earned but unused vacation up to the maximum permitted to be accrued in accordance with Section 19.5 above. Vacation payment shall not be paid when an employee is granted a leave of absence.

Employees who encounter sickness while on vacation must furnish a doctor's certificate for any time which is requested to be converted from vacation to sick leave.

Section 19.7. The Employer and the Union mutually agree that it is their intent to waive Ohio Revised Code Sections 325.19 and 9.44 (A) and (B).

ARTICLE 20 **INSURANCES**

Section 20.1. The Employer shall provide hospitalization and major medical insurance for employees of the bargaining unit equal to the coverage provided to other non-bargaining unit employees under the County Commissioners' jurisdiction and control.

The Employer reserves the right to make cost containment adjustments in the benefit coverage and/or to make any adjustments necessary to comply with federal or state laws or regulations. In the event of a change in any of the major economic benefits under the plan, the Employer agrees to meet with and confer with the Union prior to implementing such changes.

Section 20.2. Employees shall pay fifteen percent (15%) of the cost of the health insurance plan and the Employer shall pay the remaining eighty-five percent (85%). The employee's contribution for health insurance coverage shall be deducted from the employee's pay.

Section 20.3. The insurance carrier shall be the sole discretion of the Employer.

Section 20.4. The Employer shall provide a twenty thousand dollar (\$20,000.00) group term life insurance policy which includes accidental death and dismemberment benefits covering all bargaining unit employees. The life insurance policy shall be provided at no cost to the employee.

Section 20.5. The Employer shall maintain, at no cost to the employee, professional liability insurance for employees of the bargaining unit equal to the coverage in effect at the signing of this Agreement. [One Million Dollars (\$1,000,000.00) per incident.]

Section 20.6. In the event that the insurance costs increase from one year to the next, the Employer may only increase the premiums one time per year.

ARTICLE 21 **SICK LEAVE**

Section 21.1. Employees shall accrue sick leave credit at the rate of 4.6 hours for each two (2) week pay period worked, on vacation, or on approved paid leave. Sick leave credit shall not accrue during any unpaid leave, layoff, or when an employee is working overtime. Advance use of sick leave shall not be granted and the accrued time must have been credited to the employee's sick leave balance during the previous pay period in order for the employee to be eligible to use such time during the current pay period.

Section 21.2. Employees who transfer from another public agency or are reinstated by the Sheriff retain their sick leave balance, provided that the time between separation and reappointment does not exceed ten (10) years and provided the employee did not receive payment for any percentage of the previously accrued sick leave balance upon separation from prior public employment.

Section 21.3. Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee which makes the employee unable to perform the duties of his/her position.
- B. Exposure of an employee to a contagious disease which would be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner which cannot be scheduled during non-work time.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time in accordance with Article 22 herein.
- E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. In the case of a birth of a child, the father may use up to six (6) days of sick leave. Any other time the father requests off due to the birth of a

child, other than for the purposes specified in the first sentence of this paragraph, will qualify for family and medical leave, if the father has such leave available, but will not qualify for paid sick leave.

- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary and the appointment cannot be scheduled during the employee's non-working hours.

For the purposes of this article, the definition of immediate family shall be: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, a legal guardian, or stepparent or other person who stands in place of a parent (*loco parentis*).

Employees shall be required to notify their immediate supervisor via the Jail Control Room or Records Division whenever they are going to be absent from work and provide verification of the reason(s) for their absence in accordance with the applicable Employer policies.

Section 21.4. In order for an employee to be paid while on sick leave, the employee shall submit a written statement requesting the leave including the reason for such leave and have it approved by the Sheriff or designee. While absent from work due to an illness or injury employees are to remain at home caring for themselves or family member's illness or injury, or at a place which administers medical attention (hospital, doctor's office, clinic, etc.) and must be able to document and justify any absences from home. The Employer may waive the requirements contained in the preceding sentence upon submission of a proper document from the employee's physician and/or in situations where the employee has been determined by the Employer to be unable to return to work but capable of performing other activities not inconsistent with the employee's illness or injury. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized representative of the Employer.

Section 21.5. The employee shall be required to submit a satisfactory signed statement specifying the nature of the illness to justify the use of sick leave. If absence due to illness requires the attendance of a licensed practitioner, the Employer may require the employee to obtain a certificate from the employee's physician to be submitted immediately upon return to work, or before the end of the pay period, whichever comes first. If, because of illness, an employee is absent from work for three (3) or more days, the employee must submit a physician's statement upon returning to work. Exceptions being, extenuating circumstances (hospital confinement, etc.) to be determined by the Sheriff. Failure to present such a certificate or written statement to the Employer or designee may result in disciplinary action and loss of pay for the time absent. Disciplinary action may also be taken against an employee who falsifies any sick leave documentation, fails to comply with the regulations herein, or establishes a pattern of abuse.

Where sick leave in excess of three (3) days is requested to care for members of the immediate family, the supervisor shall require a physician's certificate to the effect that the presence of the employee was necessary to care for the ill member.

Section 21.6. An employee who is unable to work shall notify the on-duty supervisor as soon as possible, but not later than two (2) hours before the employee's scheduled work time, on the first day of absence and each day of absence thereafter, unless medical related circumstances prevent such notification.

Section 21.7. Sick leave and family and medical leave (FML) shall run concurrently in the event of an illness or injury that qualifies for both types of leave. If illness or disability continues past the time covered by earned sick leave, the employee, shall be granted use of earned vacation time which shall also run concurrent with FML. Any remaining unpaid Family and Medical Leave will be granted after all applicable paid leave is exhausted, subject to applicable federal law. If the illness or disability continues past the expiration date of the approved leave of absence, a disability separation may then be implemented by the Employer.

If a return to work is possible under a transitional work assignment, such assignment can be made at the discretion of the Sheriff.

Section 21.8. When sick leave is used, it shall be deducted from the employee's credit on a basis of one-half (½) hour for every one-half (½) hour or portion thereof of absence from previously scheduled work each scheduled workday.

Section 21.9. Compensation for sick leave used shall be equal to the employee's current hourly rate of pay. Sick leave payments shall be made on the regularly scheduled pay days as determined by the Employer.

Section 21.10. Upon retirement from the Sheriff's Office, an employee with ten (10) or more years of service with the Sheriff's Office shall be paid in cash for one-fourth (¼) of the value of the employee's accrued, but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made under this section shall be for one-fourth (¼) of one hundred twenty days [two hundred forty (240) straight time hours].

Section 21.11. In case of death of an active employee with ten (10) years of continuous service with the Employer, the employee's accumulated sick leave will be converted to a lump sum payment at the same rate as set forth in Section 21.10 of this article, payable to the employee's beneficiary previously designated by the employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the executor of the estate.

Section 21.12. Employees may convert three (3) days of sick leave for one bonus vacation day, provided that only sick leave over 960 hours may be converted to bonus vacation days, that no more than five (5) days of bonus vacation may be obtained in any one calendar year, and that bonus vacation shall be scheduled the same as other vacation. Granting of bonus vacation shall be at the sole discretion of the Employer so as to maintain proper staffing. In no case may the sick leave balance, after said conversion from sick leave to vacation be less than nine hundred sixty (960)

hours. For purposes of this section, a “day” shall be equal to the number of hours the employee is normally scheduled to work and shall be converted on this basis.

Section 21.13. An occurrence shall be defined as any usage of sick leave of over four (4) hours at a time by an employee that does not qualify for leave under the Family and Medical Leave Act, for sick leave used as approved bereavement leave, or for pre-scheduled medical appointments where the employee is unable to schedule the medical appointment due to being assigned the same hours to work as the medical provider holds office hours.

Employees that use sick leave in excess of four (4) hours at a time for any other than the above listed times shall accrue an occurrence. Occurrences will be counted in a rolling twelve (12) month period and will be handled in the following manner:

<u>Number of Occurrence</u>	<u>Will Result In</u>
5th	written reprimand
6th	written reprimand
7th	one (1) day working suspension
8 or more	additional discipline up to and including termination from employment

During the working suspension, the employee shall report for work on the day(s) suspended, and shall be compensated at the employee’s regular rate of pay. However, for purposes of recording disciplinary action, a working suspension shall have the same meaning and force as a non-working suspension, in accordance with Article 8, Discipline, contained herein.

The Sheriff or his designee prior to any discipline being given may mitigate a sick leave occurrence where the employee goes to a physician and obtains a physician’s statement stating the employee was unable to perform the duties of the job due to the illness or injury.

The discipline identified in this section is subject to Article 6 and Article 7 of this Agreement.

ARTICLE 22
FUNERAL LEAVE

Section 22.1. The Employer shall grant up to, but not to exceed, three (3) days of paid sick leave to an employee who suffers an immediate family member’s death. The appropriate amount of sick days will be deducted from the employee’s sick leave balance. Notwithstanding the previous sentence, in the event of the death of the employee’s mother, father, stepparent, spouse or children, or stepchildren such days of funeral leave shall not be deducted from sick leave.

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

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

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

ARTICLE 23 **INJURY LEAVE**

Section 23.1. Any employee of the bargaining unit who becomes unable to perform duties as assigned by the Employer due to a physical injury suffered in the discharge or performance of the employee's official duties, as an employee of the Employer, shall receive the employee's regular straight time daily rate of pay provided the employee complies with the provisions contained in this article.

An "injury suffered in the discharge or performance of the employee's official duties" does not include every injury that occurs while on duty or every injury that qualifies for workers' compensation. Injury leave, as provided in the next paragraph, shall only be applicable to those injuries that directly result from an employee's attempt to apprehend or restrain an inmate or protect an inmate, co-worker, or member of the public from bodily harm, injuries sustained while in physical training, or injuries directly resulting from the performance of assigned duties.

Upon being injured, or as soon as possible thereafter, the employee shall file an injury/accident report with the Employer in accordance with the Employer's policies. The employee must also cooperate in filing a claim for Workers' Compensation, medical coverage only. If the injury sustained by the employee is determined to be qualified as defined herein, then injury leave shall be granted for an initial duration not to exceed ninety (90) calendar days. The initial period of injury leave may be extended on a period by period basis, not to exceed twelve (12) months, at the sole discretion of the Employer if the injury was sustained as a direct result of contact with a suspect or inmate while performing law enforcement or corrections activities for the Employer. Any employee who files a claim with Workers' Compensation for lost time wages shall not be eligible for injury leave as provided for in this article unless directed to do so by the Employer.

An employee who suffers any other type of on-the-job injury while performing related duties not qualifying for injury leave as described above, shall be limited to not more than twelve (12) work days of injury leave.

Section 23.2. The employee shall return to work in a transitional work assignment, if available, and directed by the Employer, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's

injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the employee's recuperation and return to work. Physical examinations required pursuant to this article shall be at the Employer's expense.

Section 23.3. Any employee suffering an injury that is determined to be a non-work-related injury shall not be eligible for injury leave as provided for in this article.

ARTICLE 24 **LEAVES OF ABSENCE**

Section 24.1. Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

- A. **Disability Leave.** A physically or mentally incapacitated employee who has completed the employee's probationary period and who has exhausted all other applicable leave available, may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted at the Employer's discretion provided the employee furnishes satisfactory medical proof of such disability along with the employee's written request; and is
1. Hospitalized or institutionalized;
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 3. Declared incapacitated for the performance of the duties of the employee's position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

The Employer's denial of such leave shall not be grievable nor eligible for appeal to arbitration.

When an employee is ready to return to work, the employee shall furnish a statement by a physician releasing the employee as fully able to return to work without restrictions. If a disability leave is denied or if an unpaid disability leave is granted, and the illness or disability continues past the expiration date of the leave of absence, a disability separation may then be implemented by the Employer in accordance with Section 21.7.

- B. **Employer Required Disability Leave.** The Employer may require an employee to be examined by a licensed physician designated by the Employer at the Employer's expense. An employee found to be unable to physically or mentally perform the essential functions of the employee's position by such physician may be placed on sick leave and/or family and medical leave if available, disability leave as described in paragraph A above, or may be separated from employment if determined to be permanently unable to perform the essential functions of the employee's position.

- C. **Leave of Absence.** The Employer may grant a leave of absence to any employee for a maximum duration of three (3) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond three (3) months.
1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted and the Employer's decision shall not be grievable or eligible for appeal to arbitration.
 2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to the commencement of the desired leave so that the various functions may proceed properly.
 3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.
 4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from the formerly occupied position and shall not receive seniority time for the period of leave.

Section 24.2. Leaves with Pay. Employees may be granted the following types of paid leaves of absence:

- A. **Court Leave.** The Employer shall grant full pay where an employee is either summoned to serve jury duty or subpoenaed to serve as a witness (outside the scope of employment) during normal work hours by any court or adjudicatory body as listed in this article. All compensation for such duty must be reimbursed to the Sheriff's Office unless such duty is performed totally outside of normal working hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation or the State Employment Relations Board. It is not proper to pay employees when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters such as traffic court, divorce proceedings, custody hearings, appearing as directed with a juvenile, etc. These absences would be leave without pay, vacation, or compensatory time at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted. The Employer shall not be obligated to provide paid court leave to any employee appearing in court in regards to the employee's position with another employer.
- B. **Military Leave.** All employees who are members of the Ohio National Guard, Ohio organized militia, or members of other reserve components of the Armed Forces of the

United States, are entitled to a leave of absence from their respective duties, and to their regular rate of pay and their military pay while performing service in the uniformed services for periods not to exceed a total of one hundred seventy-six (176) hours in one (1) calendar year. Employees who are called or ordered to uniformed services for more than one hundred seventy-six (176) hours within one (1) calendar year because of an executive order issued by the President of the United States or because of an act of Congress, or because of an order to perform duty issued by the governor pursuant to Section 5919.29 of the Ohio Revised Code shall be entitled during the period designated in such order or act to a leave of absence and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or five hundred dollars (\$500.00) for each month of uniformed service. No employee shall receive payments for leave in excess of 176 hours within one (1) calendar year if the sum of the employee's gross uniformed services pay and allowance received in a pay period exceeds the employee's gross wage or salary for that period.

- C. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty and such military service pay records as may be deemed necessary by the Employer. There is not a requirement that the service be in one continuous period of time.
- D. The Employer may adjust the employee's normal work schedule to better accommodate periods of military leave.

Section 24.3. It is the intent of the Union and the Employer that the provisions within this article shall supersede and replace Ohio Administrative Code Section 123:1-34-01.

ARTICLE 25

FAMILY AND MEDICAL LEAVE

Section 25.1. The Employer shall grant Family and Medical Leave (FML) to employees in accordance with the Employer's personnel policy and procedure manual. It is the intent of the Employer to comply with the regulations set forth in the Family and Medical Leave Act.

ARTICLE 26

REIMBURSEMENT OF TRAINING AND UNIFORM EXPENSES

Section 26.1. The parties acknowledge and agree that the Employer incurs substantial expenses in the process of training individuals to become qualified for their positions and in purchasing uniforms for new employees. The parties further agree that the Employer shall not order uniforms for newly hired employees until such time as those employees have completed two (2) weeks of orientation with the Employer.

Section 26.2. The parties agree that the Employer may rightfully expect that such training and uniform expenses will be recaptured by the Employer as a result of service by employees in the employ of the Employer after completion of their initial training. It is also agreed that the Employer would suffer substantial detriment and irreparable damage if an employee ceases employment with

the Miami County Sheriff due to any cause during the twelve (12) month period immediately following the completion of the required training.

Section 26.3. The parties agree that in consideration of the Employer providing a newly hired employee with uniforms and training, an employee who ceases employment with the Employer due to any cause, within twelve (12) months immediately following completion of the required training, shall repay the Employer for all expenses incurred for such training and for the purchase of uniforms for such employee. The repayment obligation for uniforms, described herein, shall not apply to any employee who is supplied with a re-issued uniform from the Employer.

Section 26.4. An employee's repayment obligation under the provisions of this article shall not exceed the sum of those amounts expended by the Employer in connection with the training of such employee and the purchase of uniforms for such employee. In addition to the repayment obligation, any employee who is terminated must relinquish all official uniform items supplied by the Employer to the employee, with the exception of shoes.

Section 26.5. Credit for service rendered will be applied to the repayment obligation in this article as follows:

- A. The employee's total initial repayment obligation shall equal the Employer's total cost described in Section 26.4 above.
- B. The total initial repayment obligation shall be reduced at a rate of one fourth (¼) for each quarter year of continuous, full-time service performed after the completion of the training.
- C. No credit for service rendered will be applied for the duration of absences due to illness or injury not incurred in the line of duty or other cause for periods exceeding fourteen (14) calendar days.

Section 26.6. Complete satisfaction of the repayment obligation as described in this article shall be due and payable to the Employer by the employee immediately following cessation of an employee's employment with the Employer. Complete payment of the reimbursement obligation shall be made before the issuance of the employee's final pay or within one (1) month from separation, whichever occurs first. The employee agrees that in the event of failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation including any legal fees, court costs or attorney fees, or other costs of collection efforts to collect any delinquent sums owed pursuant to this Agreement incurred by the Sheriff, shall be paid by the former employee.

Section 26.7. With approval of the Sheriff, an employee may be permitted to repay the above obligation by making monthly payments in accordance with a repayment plan agreed upon and signed by both parties. If an employee fails to make any payment required by such repayment plan in a timely manner, the total balance of such payment obligation remaining unpaid shall immediately become due and payable and the Employer shall be entitled to the entire remaining balance immediately.

ARTICLE 27
EQUIPMENT / CLOTHING

Section 27.1. The Employer shall supply at no cost to the employees all equipment and uniforms required by the Employer in quantities specified by the Employer.

Section 27.2. Uniforms shall be cleaned at the Employer's expense.

Section 27.3. Where an employee supplies evidence that damage was sustained to personal property while performing the duties of the employee's assigned work with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements to a maximum of fifty dollars (\$50.00). The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Accidental damage to property or clothing is excluded from this provision when the damage occurs during the course of an employee's normal in office duties.

Section 27.4. In the event of damage to prescription eye glasses, including frames, or contact lenses, or dentures, the Employer shall pay the difference between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement, subject to the limits and conditions set forth in Section 27.3 of this article, excluding the fifty dollar (\$50.00) maximum. In the event that there is a restitution order ordered by a court of record, any money that is awarded and received for the damage to eyeglasses, contact lenses, or to dentures, shall be returned to the Employer, if the Employer paid for the cost of the damage or replacement of such items.

ARTICLE 28
COURT TIME / CALL-OUT TIME

Section 28.1. Whenever an employee is required by the Employer to appear on off-duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at the overtime rate for such appearances. If an employee appears before a court or at a pretrial conference for more than two (2) hours, or is required to make more than one (1) appearance during any given off-duty day, such excess time or additional appearances shall be compensated at one and one-half (1½) times the employee's normal rate of pay for all time spent in such appearances. Appearances which abut a regular shift are not subject to the minimum premium and the employee shall be paid only for the actual hours worked.

Section 28.2. Any employee called into work at a time outside of the employee's regularly scheduled shift, which call-out does not abut the employee's regularly scheduled shift, shall be paid a minimum of two (2) hours at one and one-half (1½) times the employee's regular hourly rate of pay.

Section 28.3. The Employer may grant compensatory time in lieu of payment as described above and defined in Article 16, Section 16.3. Additionally, the schedules of employees may be flexed within the same pay period as provided for in Article 16, Section 16.6.

ARTICLE 29
EDUCATION AND TRAINING

Section 29.1. All training required of an employee by the Employer shall be paid for by the Employer. All actual time spent in required training sessions shall be counted as time worked, including driving time to and from a training site other than in-county departmental training sites. On multiple-day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the County or to the County from the site shall be counted as regular work days, not to exceed the employee's regular hours of work.

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

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

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

ARTICLE 30
NO STRIKE / NO LOCKOUT

Section 30.1. The Employer and the OPBA recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. The OPBA shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement; and
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 30.1 (A) of this article.

Section 30.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 30.1 (A) of this article is/are subject to discipline up to and including discharge by the Employer.

Section 30.3. In the event of any violation of Section 30.1 (A) of this article, the OPBA shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 30.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 31 **SEVERABILITY**

Section 31.1. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 31.2. The parties agree should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 32 **WAIVER IN CASE OF EMERGENCY**

Section 32.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff or the Federal or State Legislature, due to acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Work rules and/or agreements and practices relating to the assignment of employees.

Section 32.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 33 **APPLICABILITY OF OHIO REVISED CODE**

Section 33.1. The parties hereby agree that any subject or benefit addressed specifically, in whole or in part, in this Agreement, shall supersede and replace any provisions contained in Ohio Civil Service laws to the contrary.

Section 33.2. It is expressly understood that the Ohio Department of Administrative Services and the Ohio State Personnel Board of Review shall have no authority or jurisdiction as it relates to any matter addressed in whole or in part in this Agreement. Furthermore, the parties hereby declare that it is their intent to waive the applicability of Sections 124.01 through 124.56 and Sections 325.19,

9.44 and 4111.03 of the Ohio Revised Code except for original appointments from any eligibility list as specified in the Ohio Revised Code.

Section 33.3. All matters relating to employee's terms and conditions of employment including appeals of disciplinary actions shall be governed by the terms of this Agreement.

ARTICLE 34
DURATION

Section 34.1. This Agreement shall be effective upon signing by both parties and shall remain in full force and effect through December 31, 2016.

Section 34.2. If either party desires to modify or amend this Agreement, they shall give written notice to the other party no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of the Agreement. Such notice shall be by regular mail.

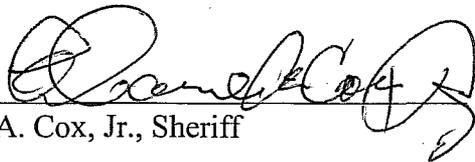
Section 34.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union.

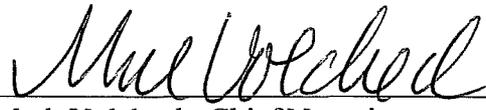
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have placed their signatures this 6th day of March, 2014, in acceptance of the terms and conditions herein:

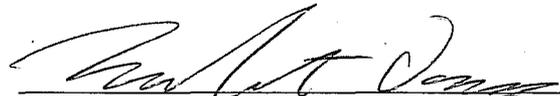
FOR MIAMI COUNTY:

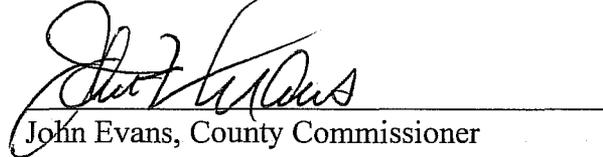
FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:


Charles A. Cox, Jr., Sheriff

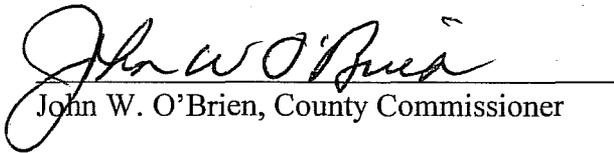

Mark Volcheck, Chief Negotiator


Richard L. Cultice, County Commissioner


Robert Davey, Bargaining Team Member


John Evans, County Commissioner

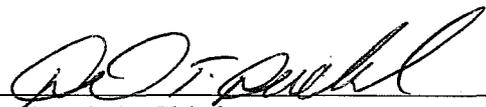

Kelly Moore, Bargaining Team Member

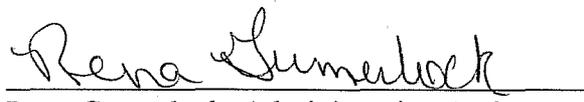

John W. O'Brien, County Commissioner


Lloyd Larimore, Bargaining Team Member

MANAGEMENT'S BARGAINING TEAM:


Pete Lowe, Chief Negotiator


Dave Duchak, Chief Deputy


Rena Gumerlock, Administrative Assistant

**LETTER OF AGREEMENT
BETWEEN THE MIAMI COUNTY SHERIFF
AND THE OPBA**

The parties to the Agreement between the Miami County Sheriff and the Ohio Patrolmen's Benevolent Association (2013-MED-09-1197) agree in conjunction with that collective bargaining agreement to enter into the following letter of Agreement:

Whereas, a prior Agreement concerning this bargaining unit effective March 15, 2004, until March 15, 2007, did contain an Article 18 titled Longevity Compensation; and

Whereas, said Article 18 did not apply to employees hired on or after December 15, 1994, and was therefore removed from the previous Agreement; and

Whereas, there are now only four (4) bargaining unit employees who remain eligible to receive longevity; and

Whereas the Employer and the OPBA wish to address in a separate letter of agreement, longevity for those four (4) employees who remain eligible for longevity.

Now therefore the above listed parties agree as follows:

1. Corrections Officer Richards and Secretaries Harter, Ingle, and Starrett shall continue to receive \$700.00 per year longevity pay as long as they remain continuously employed by the Miami County Sheriff's Office;
2. The above longevity payment shall be divided equally and paid in two (2) separate lump sum payments during the first pay period in June and December of each year;
3. Upon termination of employment for any reason, an eligible employee shall be paid a final partial longevity payment prorated based on the number of months of completed service since the previous payment. In the event of the death of the employee, said final partial payment shall be paid to the employee's surviving spouse or to the employee's estate.

**LETTER OF UNDERSTANDING
BETWEEN THE
MIAMI COUNTY SHERIFF
AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

Whereas, the Sheriff has indicated his intent to reorganize the staffing structure of the corrections operations; and

Whereas, such restructure will eliminate the need for the position of Corrections Officer Corporal; and

Whereas, the position of Corrections Officer Corporal is currently included in the bargaining unit but only one person remains in such classification, the parties hereby agree as follows:

1. Upon the current Corrections Officer Corporal position becoming vacant, all references to said classification (rank) shall be eliminated from the negotiated Agreement.
2. In the event the classification (rank) of Corrections Officer Corporal is ever re-established, it shall immediately become a bargaining unit position and all applicable references to said classification shall be re-incorporated into the Agreement.
3. The Union recognizes the Employer's right to not fill and/or to abolish classifications under the Sheriff's jurisdiction and; therefore, agrees that such actions do not violate the negotiated Agreement.
4. This letter of understanding shall be attached to the collective bargaining agreement, including the successor CBA.