



REFER TO RESOLUTION NO. 14-0790
DATED: 6/24/14

CONTRACT

Between

**MONTGOMERY COUNTY SHERIFF
MONTGOMERY COUNTY, OHIO**

13-MED-10-1260
1711-03
K31028
07/16/2014



AND

**Ohio Patrolmen's
Benevolent Association**

Civilian Unit

January 1, 2014 – December 31, 2016

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WAGE TABLE

1 ARTICLE 1

2

3 **PREAMBLE**

4

5 This Agreement is made between the Sheriff of Montgomery County, Ohio, hereinafter
6 referred to as the "Sheriff" or "Employer" and the Ohio Patrolmen's Benevolent
7 Association, hereinafter referred to as the "OPBA" or "Union." This Agreement pertains
8 to employees of the Montgomery County Sheriff, who are members of the bargaining
9 unit, as defined hereunder.

10

11

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13

1 ARTICLE 2

2
3 **RECOGNITION AND DUES DEDUCTION**

4
5 SECTION 2.1 - RECOGNITION

6
7 A. The Employer hereby recognizes the OPBA as the sole and exclusive bargaining
8 agent for negotiating wages, hours, and other terms and conditions of
9 employment for all full-time employees of the Sheriff's Office in the following
10 classifications:

11
12 Corrections Officer, Security Officers, Clerk/Typist, Execution Clerk, Recreation
13 Specialist, Communication Technician II and III, Inmate Program Coordinator,
14 Dispatcher, Victim Advocate, Accreditation Clerk and Call Evaluator.

15
16 The following classifications are excluded from the bargaining unit:

17
18 All managerial, supervisory and confidential employees and all other
19 classifications, including but not limited to the following: Communications
20 System Administrator, Confidential Secretary, Community Resource
21 Officer and Budget Analyst.

22
23 B. Part time, temporary, seasonal, and intermittent employees are not included in
24 the bargaining unit.

25
26 C. Employees in their initial probationary period, as defined in Article 7.2.B. of this
27 contract, are part of the bargaining unit after completion of sixty (60) days
28 employment for the limited coverage of this Agreement for purposes of wages,
29 hours and economic fringe benefits, but not other conditions of employment.
30 Employees in their initial probationary period may not use the grievance
31 procedure to appeal any matter concerning disciplinary action, including
32 discharge, until the successful completion of their initial probationary period.

33
34 SECTION 2.2 - DUES DEDUCTION

35
36 A. The County will deduct normal and customary dues from the monthly wages and
37 salaries of such members as will indicate individually, and voluntarily certify in
38 writing, that they authorize such deduction. In the event a member's wages are
39 insufficient for the full deductible amount, the County will deduct the full amount
40 from the member's next monthly earnings when the amount earned is sufficient.
41 Individual and written notification must be presented to the Montgomery County
42 Payroll Office and such dues will be deducted no later than thirty (30) days
43 following the filing of the written application for deduction.

44
45 B. Such written authorization may be withdrawn at any time by said member by
46 giving written notice of intent to cancel the dues deduction authorization. It is

1 understood that it will not take longer than thirty (30) days from the filing of such
2 written cancellation notice with the Montgomery County Payroll Office to effect
3 such cancellation.
4

5
6 C. All deductions under this article, along with an alphabetical list of names of all
7 employees whose dues have been deducted, will be transmitted to the Union no
8 later than the tenth (10) day following the date of the deduction. Upon receipt of
9 said funds, the Union will assume full responsibility for the disposition of all funds
10 deducted.
11

12 D. The Union agrees to hold the Employer and the County harmless from any
13 claims or actions filed by employees arising from dues deductions authorized
14 under this article and to indemnify the Employer and the County for any and all
15 liability arising from claims resulting from the operation of this article.
16

17 E. The Union agrees that upon receipt of the dues collected by the County, that it
18 has the sole and exclusive obligation and responsibility for distribution of the
19 funds.
20

21 F. Fair Share Provisions - It is agreed that all employees who do not join the Union
22 or remain members in good standing will be required to pay a fair share fee to
23 the Union. This obligation will commence upon the successful completion of
24 sixty (60) days of employment.
25

26 This provision will not require any employee to become a member of the Union,
27 nor will the fair share fee exceed that percentage of the normal dues used by the
28 Union in administration of the collective bargaining agreement. The deduction of
29 a fair share fee by the County from the payroll check of the employee and its
30 payment to the Union is automatic and does not require the written authorization
31 of the employee.
32

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

1 **ARTICLE 3**

2

3

4 **This article left blank intentionally.**

1 **ARTICLE 4**

2
3 **UNION BUSINESS**

4
5 **SECTION 4.1 - UNION OFFICERS**

6
7 A. The Union will elect one (1) member who will be designated as Director and one (1)
8 member designated as Assistant Director. Additionally, the Union will elect and/or
9 appoint, from within the employee group covered under this Agreement, one (1)
10 Union Steward for each twenty (20) Bargaining Unit members or major fraction
11 thereof, distributed among the various watches and sections. Additionally, the Union
12 may appoint an Alternate Steward for each Union Steward who will have the
13 privileges accorded to a Union Steward when it is known that the Union Steward will
14 be absent. It will be the Union's responsibility to advise the Sheriff, in writing and on
15 a timely basis, of the names of those employees selected to fill these positions.

16
17 B. The authorized functions of the Director and/or Assistant Director or alternates who
18 may replace them when absent due to authorized leave or unanticipated absence
19 include, but are not limited to the following:

- 20
21 • Attending Labor/Management Meetings.
- 22
23 • Attending Affects Bargaining Sessions.
- 24
25 • Attending or conducting regular or special Union Meetings.
- 26
27 • Posting of Union notices on bulletin boards.
- 28
29 • Representing an employee in a grievance or discipline action.
- 30
31 • Acting as the liaison between the Employer and the Union.
- 32
33 • Receiving copies of employee correspondence regarding the grievance or
34 discipline of an employee.
- 35
36 • Other legitimate Union Business as reasonably agreed to by the parties.

37
38 C. The Director or designated representative will be released from duty, upon
39 reasonable advance request, to participate in meetings and discussions which occur
40 during their normal scheduled work hours with regard to the aforementioned areas
41 without loss of pay or benefits. However, the employees will provide a forty-eight
42 (48) hour notice whenever possible, so that the Employer can make any necessary
43 scheduling adjustments. The Director/designee will not receive overtime pay to
44 conduct Union business or process grievances.

45
46 D. Time used for Union Business will be documented by memorandum through the
47 chain-of-command to the Division Commander. The Director may be excluded from
48 this documentation requirement at the option of the Sheriff.

1 SECTION 4.2 - NEGOTIATORS

- 2
- 3 A. The Union will identify the members of its negotiating team in writing at the time it
- 4 provides the Employer with written notice of a desire to renegotiate the terms of this
- 5 Agreement.
- 6
- 7 B. The Union's negotiations team will consist of the Chief Negotiator (non-employee),
- 8 the Director or designated Union member representative, and not more than seven
- 9 (7) members of the bargaining unit.
- 10
- 11 C. Upon written request, the Employer will release all members of the negotiating team
- 12 from their assignments for the dates negotiations occur, and other dates mutually
- 13 agreed. This release will be without loss of pay or benefits.
- 14

15 SECTION 4.3 - INFORMATION

16

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

18 Employer will forward to the Union any employee (bargaining unit) change of

19 address. The Union will furnish the Employer with a current copy of its Constitution

20 and By-laws with current changes within a reasonable time.

21

22 SECTION 4.4 – RELEASE TIME FOR UNION MEETINGS/ CONFERENCES

- 23
- 24 A. The Employer will grant time off for up to nine (9) elected Union officers, or their
- 25 designees, who are employees covered by this Agreement, at any one time, for the
- 26 purpose of attending and/or conducting Union Conferences, other than those
- 27 referenced in Section 1.B. Employees will provide a forty-eight (48) hour notice,
- 28 whenever possible, so that the Employer can make any necessary scheduling
- 29 adjustments for the efficient operation of the office. The Employer will allow a total
- 30 of one hundred (100) hours of this paid leave for the reasons set forth in this section,
- 31 collectively, in each calendar year of this Agreement. Leave for
- 32 meetings/conferences will not be granted if, the leave results in payment of overtime,
- 33 unless waived by the Employer. This section is not intended to limit the number of
- 34 members attending such meeting(s). This leave may not be unreasonably denied.
- 35
- 36 B. Any leave requested in excess of the total of one hundred (100) hours for Union
- 37 Conferences in the calendar year, is at the sole discretion of the Sheriff or his
- 38 designee, and denial will not be subject of a grievance.
- 39

40 SECTION 4.5 – GRIEVANCE REPRESENTATIVES

41

42 The Director/designee will be allowed reasonable time, without loss of pay or

43 benefits, to investigate a grievance, attend meetings with the Sheriff/designee or

44 attend disciplinary conferences or grievance meetings. When processing or

45 investigating a grievance the Director or designee must first notify his immediate

46 supervisor. However, the Director/designee will provide reasonable notice so that

47 the Employer can make necessary scheduling adjustments.

48

49

1 SECTION 4.6 – UNION MEMBERSHIP

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3 The Employer will not interfere with the rights of employees to become members of
4 the OPBA. The Employer will not discriminate against employees because of OPBA
5 activity.
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ARTICLE 5

SECTION 5.1 – RIGHTS OF MANAGEMENT

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

- **Determine matters of inherent managerial policy that include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standards or services, its overall budget, utilization of technology, and organizational structure;**
- **Direct, supervise, evaluate or hire employees;**
- **Maintain and improve the efficiency and effectiveness of governmental operations;**
- **Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;**
- **Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, appoint, promote, retain employees, or lay off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or non-productive;**
- **Determine the adequacy of the work force;**
- **Determine the overall mission of the Employer, as a unit of government;**
- **Effectively manage the work force;**
- **Take actions to carry out the mission of the public Employer, as a governmental unit;**
- **The Sheriff may declare an emergency in the event of civil insurrection or acts of God and take any and all actions, as may be necessary, to carry out the mission of the Sheriff in those emergency situations;**
- **Maintain security of all the Employer's Records and other pertinent information.**

SECTION 5.2 – FUNCTIONS OF THE EMPLOYER

- 1 A. The Employer, on its behalf, hereby retains and reserves unto itself all rights, power,
2 authority, duty, and responsibility confirmed or invested in it by the laws and
3 constitution of the State of Ohio and/or the United States of America. The exercise
4 of any such right, power, authority, duty, or responsibility by the Employer and the
5 adoption of such rules, regulations, policies as it may deem necessary, and as they
6 apply to employees represented by the Union, will be limited only by the terms of this
7 Agreement.
8
- 9 B. In addition, the union agrees that all of the functions, rights, powers, responsibilities,
10 and authority of the Employer with regard to the operation of its work and business
11 and the direction of its work force which the Employer has not specifically abridged,
12 deleted, granted, or modified by the express and specific written provisions of this
13 Agreement are, and will remain, exclusively those of the Employer.

1 ARTICLE 6

2
3 TRANSFERS, TRADES, AND POSTINGS

4
5 SECTION 6.1 - VOLUNTARY TRADES

- 6
7 A. All employees in the bargaining unit who desire a change of watch assignment at
8 any time other than when a vacancy exists are encouraged to seek a trade of
9 assignments with another qualified employee of the same classification. These
10 trades could be located by word of mouth or by the employee placing a notice of
11 intent on office bulletin boards.
12
13 B. Two or more employees of the same classification requesting a trade in assignments
14 will submit a request in memorandum form to the attention of the affected Division
15 Commanders for approval. The memorandum will include the employees' watch
16 assignments and the date requested that the trade would become effective.
17
18 C. Trades occurring after watch bids of each year would require the trading employees
19 to assume each other's watch assignment for the remainder of that year.
20
21 D. The Employer will respond in writing to all requests submitted under this section
22 within five administrative working days of the receipt of the request.
23
24 E. This section does not apply to the voluntary trade of time (shift trades) between two
25 employees.
26

27 SECTION 6.2 - WATCH ASSIGNMENTS

- 28
29 A. Employees will submit to their assigned Division Commander a memorandum
30 stating their 1st, 2nd, and 3rd choices of watch preference by January 23rd. The
31 Employer will post assignments by February 1st. Hours and/or assignment of said
32 watch will be assigned by the employee's supervisor.
33
34 B. Administration's review of memoranda submitted by all employees for watch
35 preference will consider bargaining unit seniority, ability, and job performance. The
36 appropriate administrator will provide the employee with a written explanation, upon
37 request as to reasons for non-selection.
38
39 C. Employees who are given a non-voluntary transfer (other than March 1st) will be
40 transferred to the watch that they were previously assigned, if practical.
41

42 SECTION 6.3 – CLASSIFICATION POSTINGS

- 43
44 A. Vacancies in classifications covered by this Agreement, (either current or new) will
45 be filled in the following manner:
46
47 1. Unless mutually agreed otherwise, the vacancy will be posted by personnel
48 order to all divisions at least seven (7) calendar days prior to the cut-off date
49 for application submission.

1
2 2. Employees wishing to be considered to fill the vacancy must submit a
3 memorandum as specified in the personnel order.
4

5 3. The Employer will consider Bargaining Unit Seniority, ability, job performance
6 - including active disciplinary actions, and any necessary certifications or
7 licenses in making the determination of appointment to a specific vacancy.
8

9 The Employer will provide the employee with a written explanation upon
10 request, as to reasons for non-selection. To assist the employee in career
11 development, the following will be contained within the written explanation:
12

- 13 • An articulation of the differences in seniority between the employee
14 selected for the position and the employee requesting the written
15 explanation.
16
- 17 • An articulation of the differences as related to ability and job
18 performance of the employee selected for the position and the
19 employee requesting the written explanation.
20

21 4. The Employer will contact the selected employee and notify said employee of
22 selection.
23

24 5. At the Employer's discretion, filling of positions may include an interview as
25 part of the selection process.
26

27 B. Administration will review all submitted memoranda and will base the decision of
28 assignment on bargaining unit seniority, ability and job performance from the criteria
29 as contained in the personnel order. The Employer will provide the employee with a
30 written explanation, upon request as to reasons for non-selection.
31

32 SECTION 6.4 - DISCIPLINARY TRANSFERS 33

34 No employee will be transferred for disciplinary reasons unless a situation requires
35 immediate action or remedy. For the purpose of this article, such situations will be
36 limited to issues that involve liability, and/or safety concerns. Such a transfer would
37 require notification, to the Union Director in a timely manner.
38

39 SECTION 6.5 - MANAGEMENT RIGHTS 40

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

1 **ARTICLE 7**

2
3 **SERVICE SENIORITY AND PROBATIONARY PERIODS**

4
5 **SECTION 7.1 – EMPLOYEE SERVICE AND SENIORITY**

6
7 **A.** For the purpose of this Agreement, there will be three types of service or seniority,
8 defined as follows:

- 9
10 1. **Employee Service** – Employee's length of continuous, full-time service, since
11 their last date of hire with Montgomery County Sheriff's Office.
12
13 2. **Classification Seniority** – Employee's length of full-time service in each
14 classification of employment recognized within this Bargaining Unit.
15
16 3. **Bargaining Unit Seniority** – Employee's length of full-time service in all
17 classifications of employment recognized within this Bargaining Unit.
18

19 In the event that two (2) or more employees are hired on the same date, then date of
20 application will prevail.

21
22 **B.** A break in service and/or seniority occurs where there is a separation from
23 employment including the following circumstances:

- 24
25 1. Layoff for more than two years;
26 2. Removal for just cause;
27 3. Voluntary resignation;
28 4. Retirement;
29 5. Failure to return to work within fourteen (14) calendar days of receipt of notice of
30 recall from layoff; and
31 6. Failure, without reasonable cause, to timely return to work at the expiration of an
32 approved leave of absence.
33

34 **SECTION 7.2 - PROBATION AND PROBATIONARY PERIODS**

35
36 **A.** All new employees, including re-hired employees, hired to a position in the
37 bargaining unit will be considered as probationary employees and must successfully
38 complete a probationary period with the Employer before attaining permanent
39 employee status. Any employee who is promoted and/or appointed to a new
40 position must successfully complete a probationary period before being permanently
41 promoted and/or appointed to the new classification.
42

43 **B.** Each employee becomes a probationary employee upon the date of their
44 employment to a position in a classification in this bargaining unit, and remains so
45 until they have successfully completed their required probationary period. The
46 probationary period for each newly hired employee and employees newly appointed
47 to positions in this bargaining unit, is three hundred sixty-five (365) calendar days
48 from the employee's date of hire or date of promotion and/or appointment and 2,080
49 working hours.

- 1
2 C. During the initial probationary period of employment, the probationary employee may
3 be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of
4 the Sheriff and neither the reason for nor the disciplinary action, discharge, layoff, or
5 dismissal may be subject of a grievance.
6
7 D. During the probationary period, a permanent employee who is selected for a position
8 in another classification in the Bargaining Unit, may be released from the present
9 position and returned to a position in their previous classification if a vacancy exists
10 in that classification. The release will not be the subject of a grievance.
11
12 E. In the case of lay-off, bumping and recall, there will be no seniority among
13 probationary employees. Upon the successful completion of the initial probationary
14 period, however, the employee will attain permanent employee status and receive all
15 benefits normally afforded to regular permanent employees, including seniority.
16 Employees will acquire seniority credit, and their seniority will be retroactive to the
17 date of employment, less any adjustments.
18
19 F. Employees who separate from this Bargaining Unit will not accrue Classification or
20 Bargaining Unit Seniority during the time spent outside the Bargaining Unit. Any
21 permanent employee who successfully completes their probationary period in any
22 position outside the Bargaining Unit, who then returns to the Bargaining Unit, will
23 become the least senior employee on both Classification and Bargaining Unit
24 Seniority Lists.

1 ARTICLE 8

2
3 LAYOFF & RECALL

4
5 SECTION 8.1 - LAYOFF

6
7 A. The Sheriff, at his discretion, will determine whether layoffs are necessary and within
8 which classifications layoffs will occur. Although not limited to the following, layoffs
9 will ordinarily be for lack of work and/or lack of funds. If the Sheriff determines that
10 positions are to be abolished due to a re-organization for the more efficient and/or
11 economic operation of the office, employees losing their jobs because of such
12 abolishment will be given the same rights as laid off employees. The Sheriff may not
13 lay off employees for disciplinary, arbitrary, and/or capricious reasons.

14
15 B. Employees will be laid off from the affected classifications in accordance with their
16 bargaining unit seniority. Where bargaining unit seniority is equal, seniority as
17 determined by date of hire with the Employer will control. Where bargaining unit
18 seniority and date of hire with the Employer are equal, date of application will
19 determine order of layoff for each case. If a tie still exists, layoffs will be made at the
20 discretion of the Sheriff.

21
22 C. Civilians—may bump the employee with the least Bargaining Unit Seniority in
23 bargaining unit classifications they previously occupied, if they meet current entry
24 level requirements, job performance requirements, and technical standards for that
25 classification. For purposes of layoff, no bargaining unit employee may be displaced
26 by any person outside of the bargaining unit as defined in Article 2 of this
27 Agreement.

28
29 Prior to notifying the employees of a potential layoff, the Sheriff will notify the Union
30 of a potential layoff and of the number of employees to be affected. At that time, any
31 employee who voluntarily desires to be laid off may be permitted to accept layoff
32 status. Employees who voluntarily accept to be laid off will be called back in
33 accordance with their bargaining unit seniority.

34
35 D. Affected employees will be given a minimum fourteen (14) calendar days notice of
36 impending layoff.

37
38 SECTION 8.2 – RECALL

39
40 A. Employees who are laid off will be placed on a recall list for two (2) years. The
41 Employer will provide a pre-layoff physical examination to be used as a gauge for
42 physical condition at recall. If there is a recall, employees who are still on the recall
43 list will be recalled in the reverse order of their layoff, provided they are presently
44 qualified to perform the duties of their classification. If a recalled employee is in
45 need of training as required by the Ohio Peace Officer Training Council or
46 certification or license requirements, the Employer will ensure the recalled employee
47 receives the needed training. The Employer—will not hire new employees in
48 bargaining unit positions as long as there are still employees on the recall list who
49 are presently qualified to perform the work in the affected classifications, and are

1 willing to be recalled to said classifications.
2

- 3 B. Employees who are eligible for recall will be given fourteen (14) calendar days notice
4 of recall and notice of recall will be sent to the employee by certified or registered
5 mail with a copy to the Union, provided that the employee notifies the Sheriff/
6 designee of employee's intention to return within seven (7) days after receiving
7 notice of recall. The Employer will be deemed to have fulfilled this obligation by
8 mailing the recall notice by registered mail, return receipt requested, to the mailing
9 address provided by the employee, it being the obligation and responsibility of the
10 employee to provide the Employer with the employee's latest mailing address.

11
12 **SECTION 8.3 - APPEAL**

- 13
14 A. Layoffs will not be appealable through the State Personnel Board of Review.
15 Layoffs may be appealed through the grievance process beginning at Level 3.
16
17 B. If a layoff is appealed to arbitration, the cost of the arbitrator will be split between the
18 Employer and the Union.

1 **ARTICLE 9**

2
3 **GRIEVANCE PROCEDURE**

4
5 **SECTION 9.1 - PURPOSE**

- 6
7 A. The Employer and Union support and subscribe to an orderly method of adjusting
8 grievances. For this reason, the following procedure is established. This grievance
9 procedure has as its objective, the promotion of good employee relations by
10 providing for an orderly process of appeal.
11
12 B. Informal Discussion – before initiating a formal grievance, the employee and their
13 supervisor, or the supervisor of their watch, must have an informal discussion in an
14 attempt to resolve the problem. If no resolution is made, the employee may file a
15 formal grievance, beginning at the appropriate level. If the employee is unable to
16 meet with the supervisor within the time-period specified in Level 1, the employee
17 must meet with the supervisor who will hear the grievance at the next level.
18

19 **SECTION 9.2 - DEFINITIONS**

20
21 The definitions provided in this Article apply throughout this Agreement.

- 22
23 A. Administrative Day: An Administrative Day is defined as Monday through Friday
24 excluding holidays.
25
26 B. Working Day: A Working Day is defined as the signing grievant's working day
27 including sick days not ordered by a medical care provider. Working Day does not
28 include approved vacation, personal absence, compensatory days, holidays, or
29 regularly scheduled days off.
30
31 C. Day: A Day is defined as a calendar day.
32
33 D. Grievance: Any dispute that the Union or a bargaining unit member has concerning
34 the interpretation, application, or alleged violation of any provision of this Agreement.
35 This grievance procedure may be utilized by employees who are serving in their
36 initial probationary period, only for issues pertaining to wages, hours, and economic
37 fringe benefits. Probationary employees cannot file appeals regarding any
38 disciplinary matter under this contract. However, any employee may meet with any
39 member of supervision or administration to discuss a perceived problem.
40
41 E. Group Grievance: Grievances involving more than one (1) employee who allege a
42 violation or matter for grievance that occurred at the same date and time and who
43 seek the same remedy may file one (1) grievance form listing all their names. All
44 such grievances will be designated as a "group grievance" and they will exclude any
45 other persons not listed by name in the original grievance after the filing date.
46 However, only one employee must sign the form.
47

1 SECTION 9.3 - PROCEDURES TO BE FOLLOWED

2
3 A. TIME LIMITS - All parties will follow the time limits established in the grievance
4 procedure. If the person filing the grievance, or the Union fails to present a
5 grievance in time, or to advance it to the next level in the time limits prescribed, it will
6 be considered to be withdrawn. If the time procedure is not followed by the
7 supervisor/administration, the grievance will automatically advance to the next level.
8 The time limits established in the grievance procedure may be extended by mutual
9 agreement between the Employer and the Union, provided the extension is reduced
10 to writing and the period of extension is specific.

11
12 Grievances may be initiated at an advanced step by mutual agreement of the
13 parties.

14
15 SECTION 9.4 - GRIEVANCE FORMS

16
17 Employees will use only the grievance forms supplied by the Employer for filing
18 grievances. Under no circumstances will an employee be denied a form.

19
20 SECTION 9.5 - MEETING ATTENDANCE

21
22 A. At any time during the grievance process, the employee or the Employer
23 representative may have anyone, not to exceed a total of two (2) additional persons,
24 attend the meetings to answer questions of law or procedure. However, neither side
25 should have present the next person in the chain-of-command who will hear the
26 grievance if it is not resolved. The Montgomery County Sheriff's Office will not pay
27 or compensate the grieved employee or person attending on behalf of the grieved
28 employee.

29
30 B. At each required meeting between the grievant and the supervisor where a signature
31 is required of each party, they are required to sign the form. This does not indicate
32 agreement with any comments on the Grievance Form, but merely records that the
33 meeting did occur.

34
35 C. Unless otherwise agreed by the parties, grievants must attend scheduled grievance
36 meetings. If the grievant fails to attend the grievance meeting without a reasonable
37 excuse, the grievance will be considered withdrawn.

38
39 SECTION 9.6 - GRIEVANCE PROCESS

40
41 A. Level 1 – Supervisor/Lieutenant: An employee who desires to file a grievance must
42 meet with their supervisor, or the supervisor of their watch. This meeting must occur
43 within five (5) employee working days following the events that caused the grievance
44 or the date the employee first reasonably should have known of the events that
45 caused the grievance, but in no event, more than thirty (30) days after the events
46 that caused the grievance, except in cases of grievances related to continuing
47 violations of the contract. At the beginning of this meeting, a completed Grievance
48 Form documenting the employee's grievance is to be presented to the supervisor,

1 thus initiating the grievance process. The grievance will be discussed at this
2 meeting. Verification of such meeting will be noted by the supervisor on the
3 Grievance Form and signed by both the grievant and the supervisor. The supervisor
4 will indicate on the Grievance Form what recommendation was made, an
5 explanation of that recommendation and whether or not an agreement was reached.
6 Upon completion of this meeting, the supervisor will give the grievant a copy of the
7 Grievance Form. The Supervisor will forward the original grievance form to the
8 appropriate Level 2 supervisor. The Level 1 process is to be completed in three (3)
9 working days if possible, but no later than seven (7) working days. If the supervisor
10 is not working during the time parameters set forth in this paragraph, the time limits
11 for filing the grievance will automatically extend through the supervisor's first date of
12 return to work.
13

14 B. Level 2 - Division Commander/designee: If the grievance is not settled at Level 1,
15 and the grievant desires to pursue the grievance, the grievant or representative will
16 personally present his Division Commander/designee with a copy of the Grievance
17 Form within seven (7) days of receipt of the Level 1 decision. Within seven (7) days
18 following the receipt of forms, the Division Commander/designee will meet with the
19 grievant and attempt to resolve it. The Division Commander/designee will make a
20 recommendation within five (5) days after such meeting. The disposition by the
21 Division Commander/designee will be noted on the Grievance Form along with his
22 written explanation. The Division Commander/designee will forward the original
23 Grievance Form to Level 3, the Sheriff and will give the grievant a copy of the
24 Grievance Form. If the grievant does not appeal the grievance to Level 3 after five
25 (5) days, it will be considered withdrawn as per Section 3 of this article and filed.
26

27 C. Level 3 - Sheriff/designee: If the grievance is not settled at Level 2, and the grievant
28 desires to pursue the grievance, within five (5) days of receipt of the Level 2
29 decision, the grievant or representative will personally present the Sheriff/designee
30 with a copy of the Grievance Form. Within ten (10) days of the receipt of the
31 grievance, the Sheriff/designee will meet with the grievant along with the involved
32 Division Commander/designee and attempt to resolve the matter. The
33 Sheriff/designee will note on the grievance record, his disposition of the matter along
34 with his explanation. The Sheriff/designee will give the grievant a copy of the
35 decision within seven (7) days. Grievance matters may proceed to arbitration if the
36 Union and the employee so desire.
37

38 D. GENERAL PROVISIONS - If at any level of this grievance process, a
39 recommendation is made satisfactorily resolving the Grievant's request, the
40 recommendation made by the supervisor will be submitted for the approval or
41 disapproval to the next level and each succeeding level as set forth in this grievance
42 process. If after review of such decision, a recommendation disapproving the
43 resolution of the grievance is made, then the Division Commander/designee within
44 seven (7) days of the grievant's receipt of such notice, will meet with the grievant
45 and attempt to resolve the matter. This revives the grievant's remaining appeal
46 rights.
47

48 The parties may mutually agree to initiate the grievance procedure at any level,

1 thereby, skipping unnecessary levels.

2
3 **SECTION 9.7 – ARBITRATION**

4
5 **A.** If the grievance is not settled in accordance with the foregoing procedure, the Union
6 may refer the grievance to binding arbitration within eight (8) days after receipt of the
7 Sheriff's/designee's decision in Level 3. The Union will immediately inform the
8 Employer, in writing, of its intent to arbitrate the matter. In all cases, the request
9 must be made within eight (8) working days of the Level 3 decision. The Employer
10 will request the American Arbitration Association to submit a list of five (5)
11 arbitrators. Both the Employer and the Union will have the right to strike two (2)
12 names from the list. The party requesting arbitration will strike the first name, the
13 other party will then strike a second name, the first party a third name, and the other
14 party a fourth name, and the remaining person will be the arbitrator. Alternatively,
15 the parties may mutually agree to an arbitrator. Except as otherwise specified by
16 this Agreement, the rules of the American Arbitration Association will apply. All
17 arbitration hearings will be held in Dayton, Ohio (unless the parties mutually agree
18 otherwise).

19
20 **B.** The arbitrator will act in a judicial, not legislative capacity and will have no right to
21 amend, modify, nullify, ignore, add to, or subtract from the provisions of this
22 Agreement. He will only consider and make a decision with respect to the specific
23 issue submitted, and will have no authority to make a decision on any issue not so
24 submitted to him. In the event the arbitrator finds a violation of the terms of this
25 Agreement, he will fashion an appropriate remedy. The arbitrator will submit in
26 writing his decision within thirty (30) calendar days following the close of the hearing
27 or the submission of briefs by the parties, whichever is later, unless the parties agree
28 to a written extension thereof.

29
30 **C.** The fees and expenses of the arbitrator will be paid in full by the losing party of the
31 arbitration hearing. In cases where a grievance is not fully sustained or fully denied
32 by the arbitrator, the fee and expenses of the arbitrator will be divided equally
33 between the Employer and the Union. In all cases, each party will be responsible for
34 compensating its own representatives and non-employee witnesses.

35
36 **D.** Two or more grievances may not be joined or consolidated for hearing by an
37 arbitrator except upon agreement of both parties.

38
39 **E.** Employees required to attend any arbitration hearing will be permitted to do so
40 during normal working hours.

41
42 **F.** Unless mutually agreed otherwise by the parties, if either party withdraws the
43 grievance after a request for arbitration, that party will be responsible for paying all
44 fees relating to the cancellation including administrative fees, and fees billed by the
45 arbitrator.

46
47 **G.** **PRE-ARBITRATION EXCHANGE**

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

1 ARTICLE 10

2
3 **EMPLOYEE DISCIPLINARY PROCEDURE**

4
5 SECTION 10.1 - COPIES OF DISCIPLINARY ACTIONS

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

12
13 SECTION 10.2 - INVESTIGATION OF ALLEGED MISCONDUCT

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

16
17 B. Any employee who will be interviewed concerning an act that, if proven, could
18 reasonably result in disciplinary action against the employee, will be afforded the
19 following safeguards:

- 20
- 21 • The employee will be informed prior to the interview if known by the
22 Employer, whether the employee is the focus of, or witness in, the
23 investigation.
 - 24
 - 25 • An employee who is the focus of an investigation will be informed in writing of
26 the nature of the investigation and the allegations.
 - 27
 - 28 • Interviews will take place at the Employer facilities, or elsewhere if mutually
29 agreed, unless an emergency exists that requires the interview to be
30 conducted elsewhere or by telephone.
 - 31
 - 32 • The Employer will make a reasonable good faith effort to conduct these
33 interviews during the employee's regular working hours, except for
34 emergencies.
 - 35
 - 36 • The employee is required to answer any questions involving non-criminal
37 matters under investigation and will be afforded all rights and privileges to
38 which the employee is entitled under the laws of the State of Ohio or the
39 United States.
 - 40
 - 41 • Interviews will be conducted under circumstances devoid of intimidation,
42 abuse, or coercion.
 - 43
 - 44 • The employee is entitled to reasonable intermissions, as the employee
45 requests, for personal necessities.
 - 46
 - 47 • All interviews will be limited in scope to activities, circumstances, events,
48 conduct or acts that pertain to the incident that is the subject of the current

1 investigation. Any information disclosed during interviews, regarding
2 violations outside the scope of the current investigation, may result in a
3 subsequent investigation(s).
4

- 5 • If the Employer records the interview, a copy of the complete interview of the
6 employee, noting all recess periods, will be made available, to the employee,
7 upon written request. If the Employer transcribes any part of any recording,
8 the employee will be given a copy of the transcription.
9
- 10 • Any employee will have the option of Union representation at any meeting,
11 including any meeting conducted by telephone, that may reasonably result in
12 disciplinary action. The availability of such representation will not
13 unreasonably delay the meeting. Unreasonable delay, for this article's
14 purpose, is defined as more than twenty-four (24) hours.
15
- 16 • An inquiry during the event in question, within the scope of employment, will
17 not be restricted by issues of prior notice, representation, or issuance of
18 notice of representation as provided under this section. Responses given
19 pursuant to the provisions of this section will not be considered a waiver of an
20 employee's rights under this article.
21

22 C. TIME LIMITS

23
24 After an employee is officially notified in writing and provided a summary or synopsis
25 of an investigation, the investigator will have thirty (30) employee working days to
26 complete the investigation. The Employer will then have fifteen (15) employee
27 working days to recommend disciplinary action if necessary and to serve formal
28 charges or initiate disciplinary action. The Employer will then have twenty (20)
29 employee working days to hold a pre-discipline conference and issue any
30 disciplinary action.
31

32 If the time limit expires and formal charges have not been filed, or no disciplinary
33 action is recommended, or the employee has not had a pre-discipline conference, no
34 disciplinary action will be taken.
35

36 D. TIME LIMIT EXTENSIONS AND EXCEPTIONS

37
38 Time limits can be extended by mutual agreement between the Union and the
39 Employer. If criminal charges have been filed against an employee, the time limit
40 will not be in effect until all criminal proceedings are complete.
41

42 E. INVESTIGATION REPORT

43
44 When an investigation into the alleged misconduct of the employee has been
45 completed, the Employer will give the employee a copy of the investigative reports.
46 Upon written request, the employee will be provided copies of all remaining
47 materials, including recordings, contained in the investigative files. The Employer
48 will provide these copies at no cost to the employee. The Employer will also give the
49 employee the names of all witnesses and complainants involved in the investigation.

1
2 SECTION 10.3 - EMPLOYEE RIGHTS
3

4 In an effort to ensure that investigations are conducted in a manner that is conducive
5 to good order and discipline, the employee will be entitled to the protection of the
6 following:

- 7
- 8 1. Every employee who becomes the subject of an internal investigation will be
9 advised at the time of the interview that the employee is the focus of: (specify
10 those that apply)
 - 11
 - 12 • a criminal offense,
 - 13 • misconduct that would be grounds for termination, suspension, or other
14 disciplinary action, and/or that the employee may not be qualified for
15 continued employment with the Employer.
 - 16
 - 17 2. Any employee who becomes the subject of a criminal or administrative
18 investigation may have legal counsel and/or a Union representative present
19 during all interviews. This representation is confined to counseling.
 - 20
 - 21 3. The employee under investigation must, at the time of an interview, be
22 informed of the name of the officer in charge of the investigation and the
23 name of the officer who will be conducting the interview.
 - 24
 - 25 4. The employee will be informed in writing as to whether the employee is a
26 witness or the focus of the investigation before it commences. If the
27 employee is the focus, the employee will be apprised in writing of the
28 allegations of such complaint before any interview commences.
 - 29
 - 30 5. The interview of any employee will be at a reasonable hour, preferably when
31 the employee is on duty, unless the exigency of the interview dictates
32 otherwise. Whenever possible, interviews will be scheduled during the
33 normal working day of the employee.
 - 34
 - 35 6. The employee or Employer may request that an investigation interview be
36 recorded. If recorded, the Employer will record the interview with the
37 employee having the option to do likewise. There can be no "off the record"
38 questions. Upon request, the employee under investigation will be provided
39 an exact copy of any written statement the employee has signed, or a
40 verbatim transcript of any interview that has been transcribed.
 - 41
 - 42 7. Interviewing will be completed within a reasonable time and will be done
43 under circumstances devoid of intimidation or coercion. In all investigation
44 interviews, the employee will be afforded an opportunity and facilities to
45 contact and consult privately with a representative of the Union, before being
46 interviewed. The employee will be entitled to such intermissions as the
47 employee will request for personal necessities, meals, telephone calls, and
48 rest periods.
49

- 1 8. The employee will not be threatened with dismissal or other disciplinary
2 punishment to attempt to obtain the employee's resignation. This does not
3 preclude the Employer or the Union from offering resignation as an option to
4 termination, where appropriate.
5
6 9. The employee will not be subject to abusive or offensive language or
7 intimidation in any manner. No promises or rewards will be made as an
8 inducement to answer questions.
9
10 10. The employee may request that a formal investigation be waived and move
11 forward to disciplinary action.
12

13 SECTION 10.4 - COMPLAINT AGAINST EMPLOYEE

- 14
15 A. All formal complaints filed by a citizen against bargaining unit members will be
16 submitted by the complainant in the complainant's own handwriting and signed
17 where possible. In those cases where the complainant is unable or unwilling to write
18 out the complaint, tape recordings of the complaint can be made and retained as
19 part of the file. This will not preclude the supervisor from taking the complaint either
20 via written statement, tape recording or verbally and then reducing it to a synopsis or
21 summary of the essence of the complaint. Anonymous complaints received by the
22 Office will be investigated. If during the course of the investigation, the identity of the
23 complainant becomes known, such information will be provided to the involved
24 employee upon request.
25
26 B. When a complaint for an act or omission which discipline no greater than a Letter of
27 Reprimand would normally be issued, is filed more than four (4) months after the
28 date of the alleged event, and the complaint could not lead to a criminal charge, the
29 accused bargaining unit member may be ordered to respond to the complaint and to
30 the investigation. Should this occur the bargaining unit member will not be subject to
31 disciplinary action for that complaint. The complaint time limit does not include any
32 EEOC (Equal Employment Opportunity Commission) or OCRC (Ohio Civil Rights
33 Commission) complaint.
34

35 SECTION 10.5 - FALSE COMPLAINTS

36
37 If false complaints are alleged to have been made against a member of the
38 bargaining unit, that employee may choose to proceed as a complainant, in a
39 criminal action against the perpetrator through the court system if a prosecution can
40 be conducted without impairing the essential confidentiality of, and surrounding
41 investigation of, the departmental investigation and/or criminal investigation. The
42 Employer will permit the employee, that time required during the employee's normal
43 on-duty hours, if necessary, to confer with the appropriate prosecutor on this matter.
44 The Sheriff will not be a direct party in the prosecution of these allegations.
45

46 SECTION 10.6 - PROGRESSIVE DISCIPLINE

- 47
48 A. Progressive discipline is a conservative approach to the disciplinary process. The
49 intent is to give adequate notice to any employee whose actions are improper and/or

1 inadequate so that they may improve their performance to acceptable standards.
2 Progressive discipline, depending upon the severity of the violation of the rule,
3 regulation, policy, procedure or directive, may start at any level of discipline including
4 demotion or dismissal. Other forms of counseling or instruction will not be
5 considered discipline.
6

7 B. The following order of progressive discipline, as permitted by the Fair Labor
8 Standards Act and other state and federal laws, will ordinarily be followed:
9

- 10 • Letter of Caution
- 11 • Letter of Reprimand
- 12 • Suspension (which may be a working and/or unpaid suspension)
- 13 • Demotion or
- 14 • Removal

15
16 C. The Union may appeal any final order or decision of the Sheriff that results in
17 suspension, demotion, or discharge.

1 ARTICLE 11

2
3 PERSONNEL RECORDS

- 4
- 5 A. Personnel records are maintained on each employee to maintain full and accurate
6 recording and documentation of each employee's employment history so as to
7 assure entitlement to compensation and benefits, and to meet legal requirements
8 prescribed in the Ohio Revised Code.
9
- 10 B. The Employer will release information contained in the employee's personnel file to
11 outside persons and/or agencies subject to the provisions of the Public Records Act.
12
- 13 C. Letters of Caution will be placed and remain in the employee's file for six (6) months.
14 Letters of Reprimand will be placed, and remain in the employee's file for one (1)
15 year. Suspension Orders, and Demotion Orders will be placed in and remain in
16 active status for two (2) years. If the employee receives an additional disciplinary
17 action while the employee has a disciplinary action in active status, then all
18 disciplinary actions will remain in the disciplinary file until the latest disciplinary
19 action expires. The Personnel Director will place an employee's active disciplinary
20 action records into the employee's personnel file. When active disciplinary records
21 expire, the Personnel Director will place the inactive disciplinary action documents
22 into a sealed file. Such sealed documents will remain with the employee's personnel
23 file according to current records retention schedules. These records will remain
24 sealed except when disclosure is required pursuant to public records law.
25
- 26 D. As documents are removed from an employee's personnel file, they will be
27 maintained in accordance with the Montgomery County Record Retention Schedule.
28
- 29 E. Employees may review items contained in their personnel file upon reasonable
30 notice to the Employer. The employee may be accompanied by another person of
31 the employee's choice when reviewing the employee's file. If desired, the employee
32 may copy documents contained in the employee's file and will be charged only for
33 the actual cost of reproducing the desired documents.
34
- 35 F. If the employee is not in agreement with documents contained in the employee's file,
36 the employee may request, in writing, that the Sheriff review specific documents and
37 modify information found to be inaccurate. If the Sheriff declines to modify the
38 alleged inaccurate information, the employee may attach an explanatory
39 memorandum to the document detailing the alleged inaccuracies.

1 ARTICLE 12

2
3 **LABOR MANAGEMENT COMMITTEE**

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

1 ARTICLE 13

2
3 **WRITTEN DIRECTIVES**

4
5 A. When existing professional conduct rules, and/or policy and procedure are changed,
6 or new professional conduct rules and/or policy and procedure are established, they
7 will be incorporated into the Sheriff's Office Written Directives System, as specified
8 in the General Orders Manual. The rule, policies, and procedures will be distributed
9 by means determined by the Employer which may include electronic distribution.

10
11 No employee will be held accountable for any changes in rules and/or policy and
12 procedure, or new rules and/or policy and procedure until such time as they have
13 been reviewed and signed off on. This does not preclude the employee from the
14 responsibility of complying with a lawful order of a supervisor relating to a change in
15 policy or rules regardless of how it is communicated.

16
17 B. The Employer agrees to provide access for each employee in the bargaining unit, to
18 a copy of all existing professional conduct rules, and/or policy and procedure as they
19 become effective.

20
21 C. Discipline for violations of the established professional conduct rules, and/or policy
22 and procedure will be pursuant to the employee disciplinary procedures as
23 incorporated into the General and/or Special Orders and this Agreement.

24
25 D. Prior to implementation of new Professional Conduct Rules or changes in existing
26 Professional Conduct Rules, the parties will consult through the Labor-Management
27 Committee, where practical. In other instances, the Sheriff or the Sheriff's designee
28 will meet with the Union Director or his designee. Such consultation is not required
29 for implementation of new or changes in existing policies or procedures.

1 **ARTICLE 14**

2

3 **IMMUNIZATION**

4

5 The Employer will provide as promptly as possible to all employees in the
6 Montgomery County Sheriff's Office all medically recommended and necessary
7 immunization shots, including Hepatitis A and B or other medications used for the
8 purpose of immunizations for infectious diseases encountered while on duty as well
9 as Tuberculosis Skin Test (PPD Test) and annual retesting. The Employer will notify
10 all employees of the recommended medical immunizations.

1 **ARTICLE 15**

2

3 **BLOOD DONORS**

4

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

7

8 B. This plan will exist as long as employee participation so warrants, and will be
9 administered by the policies established by the Community Blood Center.

10

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

1 ARTICLE 16

2
3 **SAFETY**

- 4
- 5 A. It is the responsibility of the Employer to provide safe working conditions, equipment,
6 and working methods for its employees. The supervisor must correct known unsafe
7 working conditions promptly. The Employer must see that all safety rules and good
8 working methods are used by its employees.
9
- 10 B. It is the duty of all employees to use appropriate safety equipment and follow safety
11 rules and safe working methods.
12
- 13 C. The Employer will provide and maintain at least one (1) fully stocked first aid kit and
14 personal protective equipment kit in each section.
15
- 16 D. Employees are responsible for the proper use and care of the equipment and
17 vehicles provided along with the responsibility of, as soon as reasonably possible,
18 reporting any unsafe working conditions to the supervisor.
19
- 20 E. Items of safety may be addressed at the Labor Management Committee Meetings
21 as necessary. This does not relieve the employee of the responsibility of notifying
22 the Employer of the safety issues, as soon as practical.
23
- 24 F. The Employer will make every reasonable effort to provide employees with
25 equipment necessary to protect themselves from communicable or infectious
26 diseases while performing duty related matters.
27
- 28 G. The Sheriff will endeavor to maintain a safe ratio of employees to inmates whenever
29 one or more inmates are removed from the secure area of the Montgomery County
30 Jail.
31
- 32 H. The Sheriff will endeavor to maintain a safe ratio of employees to inmates within the
33 confines of the Montgomery County Jail.

1 ARTICLE 17

2

3 **IN-SERVICE TRAINING**

4

5 A. The Montgomery County Sheriff's Office will arrange or provide any required State
6 Mandated Training that its employees need to perform the duties within their current
7 classification.

8

9 B. In a continuous effort to maintain high quality in-service training, employees are
10 encouraged to submit recommendations for training.

1 **ARTICLE 18**

2

3 **DISTRIBUTION OF CONTRACT**

4

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

7

1 ARTICLE 19

2
3 UNIFORMS AND EQUIPMENT

- 4
- 5 A. The Employer will purchase basic uniforms for each employee, as determined
6 necessary by classification and by assignment, which may consist of: where
7 appropriate, five (5) shirts, five (5) pants; sweater vests, jackets, nameplates, service
8 stars or bars and other uniform items approved by the Sheriff. Corrections officers
9 and security officers, after successful completion of the probationary period, may
10 have five short sleeve and five long sleeve shirts. The Employer will purchase on an
11 as-needed basis, but no more frequently than annually, one pair of shoes or boots at
12 a cost not to exceed one hundred twenty-five dollars (\$125).
- 13
- 14 B. Uniforms and accessories, will be replaced upon reasonable request to the
15 Employer made through the Sheriff's Property Room. Unserviceable items will be
16 returned at the time the new issue is received.
- 17
- 18 C. Employees, whose uniforms are provided by the Employer, are responsible for the
19 cleaning and maintenance of their uniforms.
- 20
- 21 D. Identification cards with photograph, will be provided to all employees. These cards
22 will be returned to the Employer at the time an employee leaves his employment
23 with the Employer, either permanently or for any substantial period of time.
- 24
- 25 E. Employees must return all uniforms, patches and insignias, upon the termination of
26 their employment with the Employer.
- 27
- 28 F. For the purpose of this section uniforms are considered any item of property issued
29 by the Employer to an employee for official use.
- 30
- 31 G. When employees supply evidence that they sustained damage to personal property
32 while performing their duties, the Employer will reimburse the employee for the cost
33 of necessary repairs or replacement up to a maximum of \$200.00 per year, but no
34 more than \$25.00 for jewelry including watches. This provision does not apply to
35 damage that occurs as a result of an accident, willful misuse, horseplay, negligence
36 on the part of the employee, or normal wear and tear.

37

38 The employee will present the damaged property for the Employer's inspection
39 before the repair or replacement of the property. Repair or replacement of the
40 property will be at the Employer's option. Any court ordered restitution received by
41 employees as compensation for damage to the personal property will be remitted to
42 the Employer, up to the amount paid by the Employer.

1 ARTICLE 20

2
3 **MILEAGE AND PARKING**

4
5 SECTION 20.1 - MILEAGE

- 6
7 A. Employees permitted to use their private vehicles will receive mileage
8 reimbursement when traveling on Employer's business or training. When approved
9 by the Employer, mileage will be reimbursed at a rate currently approved by the
10 County.
11
12 B. Additional costs, such as parking, tolls, etc. required of employees to attend training
13 will be reimbursed to the employee.
14
15 C. This section is not meant to cover normal in-service training at any of the Employer's
16 facilities in the County.
17

18 SECTION 20.2 – PARKING

- 19
20 A. The Union will have twenty (20) parking slots in the County parking garage for those
21 employees assigned to the jail, courts or headquarters building. The Employer
22 agrees to pay 50% of the cost, for those slots. The slots will be allocated by the
23 Union for its membership. These parking spaces are only to be used by employees
24 in this bargaining unit. These passes will be subject to the procedures of the
25 County.
26

27 **NOTE:** Employees in the classification of Security Officer, will continue to receive the
28 \$10.00 per month parking discount for the duration of this contract.

1 ARTICLE 21

2

3 **CLASSIFICATION**

4

5 A. The classification of positions within the Montgomery County Sheriff's Office, the
6 duties assigned to those positions and the methodology used for classification is
7 vested with the Sheriff. When making substantial changes in the position description
8 for the positions covered under this Agreement, the Sheriff/designee will meet and
9 confer with the Union Director/designee prior to implementation.

10

11 B. The hourly base rate of pay assigned to the classifications covered by this
12 Agreement will be assigned in accordance with the compensation plan established
13 in this Agreement.

14

15 C. Concerns regarding classification of employees may be discussed at the Labor
16 Management Committee Meetings.

1 ARTICLE 22

2

3 **EMPLOYEE WELLNESS**

4

5 A. The Sheriff encourages all personnel to participate in a structured wellness program.

6

7 B. An employee assistance program is available to all employees.

1 ARTICLE 23

2
3 **EMPLOYEE PERFORMANCE EVALUATIONS**

4
5 A. All performance evaluations will be done in compliance with the General Orders
6 Manual (GOM).

7
8 B. Performance evaluations will be utilized by the Montgomery County Sheriff's Office
9 for the following purposes:

- 10
11
 - 12 • Identifying training needs,
 - 13 • Determining suitability for individual assignment,
 - 14 • Facilitating proper decisions regarding probationary employees,
 - 15 • Assisting the employees with career development,
 - 16 • Identifying and dealing promptly and fairly with personnel problems.

17 C. Employees covered by this Agreement will have their performance evaluations
18 reviewed and signed by the reviewing officer or rater supervisor, with a copy
19 provided to the employee, at the time of the performance review.

20
21 D. Employees covered by this Agreement will be required to sign their performance
22 evaluations. Signing will only mean the employee has read the evaluation.

23
24 E. Employees covered by this Agreement will receive a copy of their performance
25 evaluations, after the Sheriff has reviewed it.

26
27 F. All employees who are required to evaluate other employees must attend training in
28 the proper utilization of the evaluation process.

29
30 G. Counseling sessions, Employee Performance Improvement Plans (EPIP):

31
32 Any employee determined to be improperly performing job related duties and/or
33 responsibilities may be counseled by a supervisor. Such sessions will be used to
34 indicate to the employee conduct that is not acceptable, why such conduct is not
35 acceptable, and what conduct is acceptable. At the time an employee is issued an
36 EPIP the employee may request a counseling session as defined above which will
37 take place within fourteen (14) days of the issuance of the EPIP. Any employee who
38 is counseled may request a copy of the signed documentation of the counseling and
39 may respond with a written response on points of disagreement.

40
41 Counseling sessions and Employee Performance Improvement Plans will primarily
42 be used to document job performance, provide direction to improve performance, as
43 a basis for job evaluations, and/or successful completion of probationary periods.
44 Such sessions and improvement plans will be used to advise, suggest and
45 recommend and will not be considered as a form of disciplinary action. Generally,
46 single documented instances of counseling or issuance of one EPIP will not be the
47 sole reason for a reduction in the annual evaluation score or the nonselection for a
48 vacancy or promotional position.

1 EIPs will be maintained until the next annual performance evaluation is received,
2 after which time it may not be utilized by the Employer for any personnel decision
3 involving any employee covered by this Agreement.

1 ARTICLE 24

2

3 CAREER ADVANCEMENT - CIVILIANS

4

5 In order for non-sworn employees to be considered for career advancement within the
6 Montgomery County Sheriff's Office, the following process will be observed:

7

8

- Applicants must meet all currently established requirements of the Employer.

9

- Applicants must successfully complete an entry-level examination, if one is used, for that position.

12

- An updated background investigation will occur.

14

- Interested employees may attend a state approved Basic Peace Officer Training School, or another appropriate training program, pursuant to the terms of the current County Tuition Reimbursement Program. The Sheriff will not pay any overtime or compensatory time to any employee attending such training. Upon certification, the applicant will be permitted to participate in the next deputy sheriff selection process.

20

- At the discretion of the Sheriff, applicants successfully completing all phases of training and/or certification may be offered positions, as they become available.

22

1 ARTICLE 25

2
3 LEAVES

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

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

39
40 SECTION 25.2 - SICK LEAVE AND PERSONAL ABSENCE LEAVE REQUIREMENTS

- 41
42 A. Employees may use sick leave, subject to the approval of the Employer, for absence
43 due to personal illness, pregnancy, injury, exposure to contagious disease that could
44 be communicated to other employees, and for illness, injury, of an immediate family
45 member of the employee's household if the employee's presence is necessary, or
46 death in the employee's immediate family. Unused sick leave is cumulative without
47 limit.

1
2 When the use of sick leave becomes necessary, the employee or some member of
3 the employee's immediate family will notify the Records Section by telephone not
4 later than one (1) hour before the normal starting time of the shift. Unless
5 notification is given, no sick leave will be approved except in unusual cases and then
6 only after the approval of the Division Commander.

7
8 Employees of the Sheriff are entitled to four and six-tenths (4.6) hours paid sick
9 leave for each completed eighty (80) hours of work with the Employer.

10
11 During any calendar year in which an employee has utilized more than forty-eight
12 (48) hours of sick leave, that employee will accrue sick leave at 2.77 hours for each
13 eighty (80) hours in active pay status from that point forward until January 1, of the
14 next calendar year. Documented employee hospitalization, follow-up visits due to
15 documented hospitalization, bereavement leave OR sick leave utilized due to on-
16 duty illness or injury, and/or any sick leave utilized for a leave of absence approved
17 under the Federal Family Medical Leave Act-will not be counted toward the annual
18 forty- eight (48) hour sick leave use.

19
20 B. Employees are required to comply with the sick leave rules and regulations instituted
21 by the Employer. It is understood between the parties that employees failing to
22 comply with such rules and regulations will not be paid for such leave. Application
23 for sick leave with intent to defraud, falsification of a sick leave request and/or
24 falsification of a physician's certificate may result in dismissal as well as refund of
25 any salary or wages paid therefore.

26
27 The Employer may request a physician's statement from an employee where there is
28 indication of abuse of sick leave. If the Employer requires a second opinion from a
29 physician of his choosing, the Employer will pay the cost of such examination.

30
31 C. Employees eligible to receive retirement benefits from the Public Employees
32 Retirement System at the time of separation, will receive cash payment for
33 accumulated sick leave as follows:

- 34
35 1. Hours to the employee's credit will be paid at 50% of the employee's hourly
36 rate at separation.
37
38 2. The maximum hours convertible to cash is not to exceed three thousand
39 (3,000).

40
41 Employees who die while employed full-time with Montgomery County will receive
42 payment for accumulated sick leave in accordance with Section 2113.04 of the Ohio
43 Revised Code per the provisions listed above.

44
45 D. Immediate family, for the purpose of this section, is defined as great grandparents,
46 grandparents, great grandparents-in-law, grandparents-in-law, brother, sister,
47 brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law,
48 mother, mother-in-law, spouse, child, step-child, grandchild, guardian, or any other
49 person who stands in place of parent.

1
2 SECTION 25.3 – PERSONAL ABSENCE LEAVE
3

4 All Employees, after completing one (1) year of service, will be entitled to two (2)
5 days of personal absence leave with pay, during each calendar year. If the
6 employee has not used any sick time, except as set forth in this paragraph, they will
7 receive two (2) additional days of personal absence leave. An employee using forty-
8 eight (48) hours or less of sick time, during the previous calendar year, is entitled to
9 one (1) additional day of personal absence leave. Documented hospitalization,
10 follow-up visits due to documented hospitalizations, bereavement leave, sick leave
11 utilized due to on-duty illness or injury, and/or sick leave utilized for a leave of
12 absence approved under the FMLA, will not be counted toward this forty-eight (48)
13 hours. An employee having accrued 600 hours of available sick time as of the last
14 day of the calendar year, and during that calendar year had perfect attendance (no
15 use of sick time, except as set forth in this paragraph) will be entitled to one (1)
16 additional day of personal absence leave during the next calendar year. An
17 employee with at least 1000 hours of available sick leave on the last day of the
18 calendar year will be entitled to one (1) personal absence day during the next
19 calendar year. This personal absence leave will not be used for a period of less
20 than two (2) hours. Leave request forms must be submitted through the chain of
21 command.
22

23 Within twenty-four (24) hours of the request, the supervisor will respond to either
24 approve or disapprove the request. Supervisors may make exceptions to this time
25 requirement when the request does not result in scheduling/planning problems.
26

PA LEAVE Requirements	PA Days
One year of full-time employment:	2
Perfect Attendance (No use of sick time, except as set forth in this paragraph):	2
or	
Use of forty-eight (48) hours or less under the terms listed above:	1
Perfect attendance (no use of sick time, except as set forth in this paragraph) plus 600 hours of accrued sick leave:	1
1000 hours of accrued sick leave:	<u>1</u>
Maximum possible:	6

27
28
29
30
31
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36
37
38
39
40
41
42 SECTION 25.4 - BEREAVEMENT LEAVE
43
44

45
46
47 A. Bereavement leave will be granted not to exceed six (6) working days for the funeral
48 of a member of the employee's immediate family. Such leave although deducted
49 from sick leave will be recorded as bereavement leave and will not be used for the

1 purpose of an employee performance evaluation and will not count toward the
2 annual forty-eight (48) hour sick leave use. Should the employee not have an
3 adequate amount of sick time to cover all or part of the leave allotted for this section,
4 the employee may, at their discretion, use accrued vacation time.
5

6 B. Immediate family, for the purpose of this section, is defined as great grandparents,
7 grandparents, great grandparents-in-law, grandparents-in-law, brother, sister,
8 brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law,
9 mother, mother-in-law, spouse, child, step-child, grandchild, guardian or any other
10 person who stands in place of parent. Relatives and family members not specifically
11 listed in this section are not considered immediate family.
12

13 C. When the use of bereavement leave becomes necessary, the employee or some
14 member of the employee's immediate family will notify the Records Section by
15 telephone as soon as practical after they have knowledge of the death.
16

17 SECTION 25.5 - PREGNANCY NOTIFICATION AND MATERNITY LEAVE 18

19 A. The employee will notify her immediate supervisor of her pregnancy as soon as she
20 knows she is pregnant, and furnish written confirmation from her physician indicating
21 anticipated date of birth.
22

23 B. With her physician's written approval, the employee will be permitted and expected
24 to work as long as she is able to perform the regular duties of her position.
25

26 C. If an employee's Division Commander determines that the employee is no longer
27 able to perform the regular duties of the position or other duties that the Employer
28 needs or desires to have performed, the Division Commander/designee, will request
29 a statement from the employee's physician concerning the employee's ability to
30 perform her duties and request that the physician declare a specific date for the
31 employee to begin her leave.
32

33 D. During her maternity leave, the employee will continue to accrue service credit
34 towards her pension benefits and other benefits that are based on length of service
35 provided the employee remains in active pay status and returns to work at the end of
36 the maternity leave herein provided.
37

38 E. Upon completion of a maternity leave, the employee will be returned to the
39 classification that she formerly occupied, provided she has complied with all the
40 terms of this section and provides a physician's release to full duty.
41

42 F. The starting date of the maternity leave will be provided to the Employer no later
43 than thirty (30) days before the commencement of such leave, except in the case of
44 emergency situations. The employee will be reinstated with full seniority provided
45 the employee has contacted the Employer within thirty (30) days after delivery and
46 indicates the date she desires to return to work and that the employee returns to
47 work no more than one hundred eighty (180) days after delivery.
48

49 SECTION 25.6 - EDUCATIONAL LEAVE

1
2 An employee may apply for educational leave after the completion of his/her
3 probationary period with the Sheriff's Office. Such leave may be granted to
4 complete or further, up to and including a Bachelors Degree in Police Science,
5 Police Administration or Criminal Justice from an accredited college.
6

- 7 • Leave will be granted in ninety (90) day increments, not to exceed two
8 hundred seventy (270) days.
- 9
- 10 • Leave must be requested in writing each ninety (90) days.
- 11
- 12 • The employee must return to work.
- 13
- 14 • During the period of the leave, that is without pay, the employee will not
15 accrue vacation, sick leave, or other benefits, including PERS contribution by
16 the Employer.
- 17
- 18 • Seniority credit for the period of the educational leave will be granted.
- 19
- 20 • If educational leave is not granted, the reason for the denial will be in writing
21 to the employee.
22

23 SECTION 25.7 – MILITARY LEAVE

24
25 The parties will follow the provisions of section 5923.05 of the Ohio Revised Code,
26 regarding Military Leave.
27

28 SECTION 25.8– WAGE CONTINUATION/TRANSITIONAL DUTY

- 29
- 30 A. For all issues relating to wage continuation/transitional duty, the parties agree to
31 follow the policies of the BWC and Montgomery County's Risk Management, except
32 that wage continuation will begin on the day after the date an injury occurs.
33
- 34 B. The Employer will not be liable for the injury of an employee resulting from, or arising
35 out of, outside employment, and off the job injuries. Wage continuation may not be
36 used under these circumstances.
37
- 38 C. The Employer reserves the right to withhold benefit payments or take disciplinary
39 action, up to and including termination, against any employee who is guilty of
40 submitting a false claim for benefits covered in this article or for working for another
41 Employer while on Wage Continuation when physically capable of performing in
42 his/her assigned classification.
43

44 SECTION 25.9 - JURY DUTY

45
46 Employees will be paid at their regular rate of pay for on-duty time spent in Jury
47 Duty, provided that all compensation received from a court for jury service will be
48 paid by the employee to the County Treasurer.
49

1 ARTICLE 26

2
3 **WAGES**

4
5 SECTION 26.1 - WAGES

6
7 **A. Wages during the term of this Agreement are as follows:**

8
9 Effective January 1, 2014 through June 30, 2014 wages will increase one and one
10 quarter percent (1.25%). Effective July 1, 2014 through December 31, 2014 wages
11 will increase one and one quarter percent (1.25%). Furthermore, during this calendar
12 year, employees who are not currently at the top of the wage scale shall be
13 permitted to move one (1) step on their anniversary date.

14
15 Effective January 1, 2015 through June 30, 2015 wages will increase one and one
16 quarter percent (1.25%). Effective July 1, 2015 through December 31, 2015 wages
17 will increase one and one quarter percent (1.25%). Furthermore, during this calendar
18 year, employees who are not currently at the top of the wage scale shall be
19 permitted to move one (1) step on their anniversary date.

20
21 Effective January 1, 2016 through June 30, 2016 wages will increase one and one
22 quarter percent (1.25%). Effective July 1, 2016 through December 31, 2016 wages
23 will increase one and one quarter percent (1.25%). Furthermore, during this calendar
24 year, employees who are not currently at the top of the wage scale shall be
25 permitted to move one (1) step on their anniversary date.

26
27
28 SECTION 26.2 – FIELD TRAINING OFFICERS

29
30 Field training officers, in the classifications of corrections officer, clerk typist, bookkeeper,
31 security officer, dispatcher and call evaluator, in a number determined by the Employer, will
32 receive premium pay. These payments will be in the form of an additional thirty-five cents
33 (\$.35) hourly when the employee is in active pay status, and will only be paid during the
34 period that the employee is assigned as a field training officer. Once an employee is
35 assigned as an FTO, he or she may not be removed prior to the end of the calendar year
36 except for just cause.

37
38 SECTION 26.3 – LONGEVITY

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

- 42
43
 - 44 • Employees who have completed five (5) years, but less than ten (10) years of
45 continuous service, on or before November 1, of each calendar year will
46 receive a payment of two percent (2%) of their base salary each year.
 - 47 • Employees who have completed ten (10) years, but less than fifteen (15)
48 years of continuous service, on or before November 1, of each calendar year
49 will receive a payment of two and one-quarter percent (2.25%) of their base

1 salary each year.

- 2
- 3 • Employees who have completed fifteen (15) years, but less than twenty (20)
- 4 years of continuous service, on or before November 1, of each calendar year
- 5 will receive a payment of two and one-half percent (2.5%) of their base salary
- 6 each year.
- 7
- 8 • Employees who have completed twenty (20) years, but less than twenty-five
- 9 (25) years of continuous service, on or before November 1, of each calendar
- 10 year will receive a payment of two and three-quarters percent (2.75%) of their
- 11 base salary each year.
- 12
- 13 • Employees who have completed twenty-five (25) years or more of continuous
- 14 service on or before November 1, of each calendar year will receive a
- 15 payment of three percent (3%) of their base salary each year.
- 16

17

18

19 B. Employees not in active pay status (off payroll) at any time during the pay schedule

20 of each calendar year will not be eligible to receive longevity pay. Disciplinary

21 suspensions do not apply.

22

23 C. The above payments will be paid in a lump sum on the second payday of November

24 in each calendar year.

25

26

1 **ARTICLE 27**

2
3 **HOURS OF WORK AND OVERTIME**

4
5 **SECTION 27.1 - HOURS OF WORK**

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

10
11 **SECTION 27.2 - DEFINITION OF DAY**

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

14
15 **SECTION 27.3 - OVERTIME PAY**

- 16
17 **A. Pay for overtime worked will be at the rate of one and one-half (1.5) times the hourly**
18 **base rate of pay.**
- 19
20 1. All requests for overtime must be submitted on the Compensation Request
21 Form with all appropriate signatures.
- 22
23 2. Employees are not permitted to work overtime without the authorization
24 and/or approval of a supervisor.
- 25
26 **B. Employees assigned to rotating shifts who are assigned to work schedules that**
27 **average forty (40) hours per week, will be eligible for overtime pay only for that time**
28 **worked in excess of an average forty (40) hour work week as established by a**
29 **rotating shift schedule.**
- 30
31 **C. Employees who work a standard forty (40) hour week will be eligible for overtime**
32 **pay only for that time worked in excess of the standard forty (40) hour work week.**
- 33
34 **D. An employee working their normally scheduled day off will be compensated at the**
35 **rate of one and one-half (1.50) times their regular hourly base rate of pay for such**
36 **time worked provided the employee works their normal work days in that work week**
37 **or was on paid leave. The Section Commander may adjust schedules for**
38 **departmental or employee benefit.**
- 39
40 **E. Part-time employees (seasonal and intermittent) will not be used to fill an overtime**
41 **condition.**
- 42
43 **F. The Employer will endeavor to distribute authorized overtime among employees in**
44 **each classification within a Section on a non-preferential and equal basis. Each**
45 **Section will establish a seniority list by classification for overtime assignments when**
46 **overtime work is necessary. The list will begin with the most senior person in the**
47 **classification by bargaining unit seniority. The most senior person will be offered**
48 **overtime, followed by those less senior through the end of the list. The Employer**
49 **reserves the right to require overtime of employees. If it becomes necessary to**

1 require overtime, assignments will begin with the least senior employee, by
2 bargaining unit seniority, in the job classification in that section, unless a more senior
3 employee voluntarily accepts the overtime. Any employee who is working voluntary
4 overtime will not be ordered to accept additional mandatory overtime contiguous to
5 the hours for which he or she volunteered, unless everyone else present has already
6 been ordered over for the same shift. Any employee who works four or more hours
7 of overtime directly following their regularly scheduled shift will not be ordered to
8 come in on overtime before their regularly scheduled shift the next calendar day
9 unless there is an emergency situation or everyone else scheduled for the shift the
10 next day has been ordered in early. Any employee who is scheduled to come in for
11 four or more hours of overtime the next calendar day, prior to his regularly scheduled
12 shift, will not be ordered to work overtime at the conclusion of his regularly
13 scheduled shift the day prior unless there is an emergency situation or everyone
14 else working has already been ordered over. Any employee who has worked thirteen
15 (13) or more hours in a twenty-four (24) hour period, in any type of assignment as an
16 employee, and refuses voluntary overtime will remain in the employee's current
17 position on the overtime call-up list. Unless an emergency situation, no employee is
18 to work over seventeen (17) hours in a given twenty-four (24) hour period. The
19 seven (7) hours of time must be continuous time off. No employee may be ordered
20 to work overtime without at least seven (7) continuous hours off prior to the
21 mandatory overtime assignment, regardless of whether the employee's last work
22 assignment before the order in was traded time his or her regular work assignment.

23
24 G. Employees ordered by a supervisor to be on stand-by status (specifically being
25 ordered to be available during a specific time period while off duty), for a period of
26 twenty-four (24) hours or less will be paid at the rate of straight time of the
27 employee's base rate of pay for two (2) hours, in addition to any pay earned for
28 responding to the reason for the stand-by status.

29
30 H. Those employees whose names are on the voluntary overtime call up list are
31 expected to accept some overtime. Personnel refusing overtime three (3)
32 consecutive times for the same section during a three (3) month period will be
33 removed from the call up list for that section for a period of three (3) months.
34 Employees may appeal this removal by submitting a memorandum to the Division
35 Commander. After three (3) months, the employee may submit a memorandum to
36 be placed back on the call up list. Any employee who calls off sick on a scheduled
37 voluntary overtime assignment will be removed from the voluntary overtime call-up
38 list for a period of six (6) months.

39
40 I. Any employee who is ordered over after the conclusion of his or her regular eight (8)
41 hour shift, will not be required to work more than four (4) hours of hold-over
42 overtime, unless dictated by the operational needs of the Office. The operational
43 needs that required the hold over will be documented by the duty supervisor and
44 submitted to the Section Commander. The same employee that is ordered in for
45 four (4) hours will not also be ordered over at the conclusion of the same shift for
46 which that employee was ordered in.

47
48 J. The fact that an employee is present working a trade does not prohibit that
49 employee from being ordered in/over, unless it would violate paragraphs F and I

1 above.

2
3 SECTION 27.4 - PYRAMIDING

4
5 There will be no pyramiding of overtime.

6
7 SECTION 27.5 - SPECIAL EVENTS

- 8
9 A. Overtime assignments for special events are voluntary. Once an overtime
10 assignment is accepted, it will be considered part of an employee's work
11 assignment, except that inability to work based on illness will not require the
12 employee to use sick leave.
13
14 B. The Employer will, where practical, advertise special events to solicit volunteers.
15 Where there are no special qualifications necessary, or the qualifications of more
16 than one volunteer are equal, the more senior employee will be selected to work the
17 event.
18
19 C. In an ongoing special event situation, interested and qualified employees will be
20 rotated by seniority through the overtime slots available.
21
22 D. Voluntary overtime does not include holdover assignments, call-in, or late calls near
23 the end of the shift that may require follow-up reports.

24
25 SECTION 27.6 - COMPENSATORY TIME

- 26
27 A. An employee may choose to take compensatory time in lieu of overtime
28 compensation if the employee indicates such choice on the *Overtime Compensation*
29 *Form* for the tour of duty in which the overtime is worked. Compensatory time will be
30 credited to the employee at the rate of one and one-half (1.5) hours for each
31 overtime hour worked. Employees may accrue a maximum of fifty-one (51) hours of
32 compensatory time. Employees are expected to use compensatory time as soon as
33 staffing requirements of the section will allow, subject to supervisory approval. In
34 cases of all overtime worked, the employee may choose whether to take
35 compensatory time in lieu of paid overtime.
36
37 B. No more than five (5) consecutive compensatory days will be taken at one time.
38 Compensatory time will not be used for a period of less than one (1) hour. All leave
39 requests submitted for the use of compensatory time must be submitted in writing no
40 later than twenty-four (24) hours before the requested leave date. Within twenty-four
41 (24) hours of the request, the supervisor will respond to either approve or disapprove
42 the request. Supervisors may make exceptions to this time requirement when the
43 request does not result in scheduling/planning problems.
44
45 C. Compensatory time may be used only in the section/division earned.
46
47 D. Compensatory time may be used in ½ hour increments at the beginning or end of
48 the employee's shift if used for the purpose of medical appointments. Employee
49 may be asked for documentation of appointment time.

1
2
3 SECTION 27.7 - ROTATING SHIFTS
4

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

9 SECTION 27.8 - COURT TIME
10

- 11 A. Whenever it is necessary for an off-duty employee to appear in court on matters
12 pertaining to or arising from Sheriff's Office business, or to appear before the
13 prosecutor for a pre-trial conference, the employee will prepare a Court
14 Compensation Request Form, attach the Court Subpoena and submit it to the
15 employee's supervisor for approval as required.
16
- 17 B. In cases where no subpoena was issued the employee will attach a paper that
18 states who requested the employee's presence, the date, start and finish time, and
19 signature of the Assistant Prosecutor. This paper will then be attached to the
20 employee's Court Compensation Request Form and submitted to the employee's
21 supervisor as required.
22
- 23 C. Court time that is on the employee's scheduled day off will be paid a minimum of
24 four (4) hours overtime pay. However, the employee will contact the Court twenty-
25 four (24) hours in advance to insure that employee is still needed. If not, no
26 compensation is due. In the event the employee is told he is needed when making
27 the twenty-four (24) hour prior to call, the employee will make a second call one (1)
28 hour prior to the subpoenaed time and check again. (The employee will note on the
29 subpoena to whom they spoke). If the employee is needed, the Employer will pay a
30 minimum of four (4) hours overtime pay. If the employee is needed at the first call
31 (twenty-four (24) hours check) and not needed on the second call (one (1) hour
32 check) the employee will receive compensation for one (1) hour overtime pay.
33
- 34 D. Court time scheduled on an employee's duty day that begins or ends before or after
35 the employee's normally scheduled duty hours will be compensated at a rate of two
36 (2) hours overtime pay. However, the employee will call the court one (1) hour prior
37 to the subpoenaed court time and note on their subpoena to whom they spoke. If
38 the employee is not needed no compensation is due.
39
- 40 E. If more than one (1) court case occurs within the employee's scheduled court time, it
41 will be considered as a continuous court case and the employee's time and
42 compensation due will be continued until all cases are complete.
43

44 SECTION 27.9 - TRAINING
45

46 Whenever reasonably possible, training will be scheduled on duty time. When not
47 possible employees will be compensated for departmentally approved training at one
48 and one-half (1.5) times the employee's normal rate of pay. Employees will not be
49 compensated for voluntary training.

1 ARTICLE 28

2
3 HOLIDAYS AND HOLIDAY PAY

4
5 SECTION 28.1 - HOLIDAYS

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

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

15
16
17 B. Holidays will occur on the days specified in Section 1.14 of the Ohio Revised Code.
18 In the event that a holiday falls on Saturday, the Friday immediately before it will be
19 observed as the holiday. In the event that a holiday falls on Sunday, the Monday
20 immediately after it will be observed as the holiday.

21
22 C. Paid leave requests for a holiday listed in Section A of this Article may be submitted
23 a maximum of forty-five (45) days prior (not including the holiday) to the Holiday.
24 Employees will have the twenty-four (24) hour period of the forty-fifth (45th) day prior
25 to the holiday (not including the holiday) to submit leave requests where bargaining
26 unit seniority will be the determining factor. The holidays occurring between May 15
27 and September 15 each year, are exempt from this provision. In special situations,
28 Section Commanders may approve a holiday prior to forty-five (45) days as part of a
29 five (5) or more working day block.

30
31 D. An employee taking paid leave on a specified holiday will be charged with the use of
32 accrued leave time equaling their normal scheduled work tour/hours and be paid for
33 the holiday. (Normal day plus holiday pay).

34
35 E. Holidays with pay will be construed as time worked for the purposes of computing
36 overtime, pursuant to the overtime article of this Agreement.

37
38 SECTION 28.2 – HOLIDAY PAY

39
40 A. Employees who are regularly scheduled and work holidays, will receive additional
41 compensation in the amount of their regular/straight hourly base rate of pay, for their
42 normally scheduled work tour/hours on the holiday.

43
44 B. Employees who do not work on a holiday will receive their regular/straight hourly
45 base rate of pay for their normally scheduled work tour/hours.

46
47 C. Employees will be entitled to Holiday Pay if they work the last scheduled working
48 day prior to and after the holiday or are on paid leave. Paid leave for the purpose of
49 this Article is defined as approved vacation, personal leave, or compensatory time.

- 1
2 D. Employees who are assigned Monday through Friday with weekends and holidays
3 off, will receive their regular/straight hourly base rate of pay for their normally
4 scheduled work tour/hours on the holiday, but will not be eligible for additional
5 compensation.
6
7 E. Employees who are scheduled and required to work and are present at an
8 assignment on New Year's Day, Thanksgiving, or Christmas, will be paid at the-rate
9 of one and one-half (1.5) times the employee's hourly base rate of pay in addition to
10 the holiday pay referenced in Paragraph A in this section. This premium pay will be
11 paid to a maximum of eight (8) hours per holiday and will not be paid in addition to
12 any other premium rate compensation, e.g. overtime, for their regular/straight time
13 tour of duty.

1 ARTICLE 29

2
3 VACATION

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

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

11
12
13
14
15
16
17
18
19 On the employee's 6th, 12th, and 18th year anniversaries, a forty (40) hour lump sum
20 of vacation leave will be added to the employee's credit. Employees may carry over
21 and accrue up to a maximum of eight hundred (800) hours of vacation leave.
22 Employees are entitled to compensation at their current rate of pay for any earned
23 but unused vacation leave to the employee's credit at the time of separation.

24
25 B. In the case of a death of a Sheriff's employee, the unused vacation leave of any
26 such employee will be paid in accordance with Section 2113.04 of the Ohio Revised
27 Code.

28
29 C. Vacation leave will be taken at such time as the employee and section commander
30 mutually agree. Vacation leave, excluding the Prime Vacation period (May 15th to
31 September 15th), may be submitted, at the earliest, February 10th of each year, for
32 the non-Prime Vacation period with the year beginning March 1st of each year for the
33 subsequent 12 month period. Employees will have the 24 hours period of February
34 10th to submit non-prime vacation leave requests for a maximum of 40 hours where
35 bargaining unit seniority will be the determining factor. Vacation requests will not be
36 denied unless it would create a hardship to the office or on other employees or the
37 leave request would be inconsistent with the operational needs of the Office. All
38 leave requests will be submitted and authorized in writing, no later than twenty-four
39 (24)hours before the leave date. Emergency requests with less than twenty-four (24)
40 hours notice will not be unreasonably denied. Supervisors may make exceptions to
41 these time requirements consistent with the operational needs of the office on a
42 case-by-case basis.

43
44 D. Vacation leave will not be used for a period of less than two (2) hours. Within
45 twenty-four (24) hours of the request, the supervisor will respond to either approve
46 or disapprove the request. Supervisors may make exceptions to this time
47 requirement when the request does not result in scheduling/planning problems.

48
49 E. Bargaining Unit Seniority will be used to determine preference for paid leave during

1 the period of May 15TH - September 15TH each year. Section Commanders will post
2 vacation schedules by April 1st of each year. Employees wishing to exercise
3 seniority preference for vacation requests, must submit their request by May 1st of
4 each year. During this time, employees requesting vacation-in blocks of five (5) days
5 or more will supersede those employees requesting vacation for less than five (5)
6 days during that same period, regardless of seniority.
7

8 F. If an employee voluntarily transfers to another shift or section after the approval of a
9 vacation request, such request must be re-submitted for consideration. Pre-
10 approved vacations on involuntary transfers will be honored.
11

12 G. Vacation time will be considered as time worked for the purposes of computing
13 entitlement to overtime pay.
14

15 H. The Employer will provide employees their accumulated annual, vacation, and sick
16 leave on the bi-weekly pay record.
17

18 I. Employees with a vacation leave balance of at least four hundred (400) hours as of
19 November 1st each year, may convert to cash, up to sixty (60) hours vacation leave
20 from a previous year's vacation leave accumulation. Employees must submit a
21 memo requesting such vacation-to-cash conversion to the Personnel Director by
22 November 15th each year. The vacation-to-cash conversion will be paid to the
23 employee in December.

1 **ARTICLE 30**
2 **INSURANCE**

3
4 **SECTION 30.1 - ELIGIBILITY AND COVERAGE**

5
6 All full-time employees will be entitled to participate in the County's group health
7 program, in accordance with the plans.
8

- 9 A. Employees may elect to contribute to a Health Savings Account or Flexible
10 Spending Account, either the healthcare account or the dependent account or both
11 by redirecting a portion of their pre-tax income. Such salary redirection will be
12 subject to all provisions of I.R.S. Chapter 125.
13
14 B. Employees who are laid off may purchase the County's health benefits covered in
15 this Agreement for two (2) years after date of lay-off. Arrangements for payment will
16 be made between the employee and the County Benefits Department prior to the
17 effective date of lay-off.
18

19
20 **SECTION 30.2 – PREMIUMS**

- 21
22 A. Current employee contributions for health coverage will continue through
23 the insurance plan year concluding on June 30, 2015.
24
25 B. Effective July 1, 2013, the employee will contribute to the plans as follows:
26
27

Coverage Level	Monthly Payroll Deduction	
	Buy-Up Plan	County
Employee only	\$185.00	\$25.00
Employee + Child(ren)	\$245.00	\$30.00
Employee + Spouse	\$255.00	\$35.00
Family	\$315.00	\$45.00

- 28
29
30
31
32 C. Employees may participate in the County's wellness incentive program, if offered, to
33 reduce monthly contributions in the Buy-up Plan or to increase contributions to the
34 Health Savings Account for participants in the County Plan.
35
36
37

38 **SECTION 30.3 – WAIVER**
39

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

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

3
4

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

10

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

13

14 **SECTION 30.4 - LIFE INSURANCE**

15

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

1 **ARTICLE 31**

2
3 **SAVINGS CLAUSE**

- 4
- 5 A. This Agreement supersedes all rules and regulations of the Ohio Department of
6 Administrative Services or its successor and all Civil Service statutes, rules and
7 regulations pertaining to wages, hours, terms, and conditions of employment, except
8 those addressed in ORC, Section 4117.10A or its successor statute. However, any
9 matter properly appealable to any state agency or board, under this Agreement, will
10 follow the regulations of that board or agency.
- 11
- 12 B. If any provision of this Agreement is held to be unlawful by a court of law, the
13 remaining provisions of this Agreement will remain in full force and effect. In the
14 event that any provision of this Agreement is held to be unlawful by a court of law,
15 both parties to the Agreement will meet within ten (10) days, for the purpose of
16 reopening negotiations on the unlawful provision involved.
- 17
- 18 C. Any or all Articles of this Agreement may be reopened for negotiations by mutual
19 consent of the Employer and the Union.
- 20

1 ARTICLE 32

2
3 **DURATION OF CONTRACT**

4
5 A. The Agreement is hereby ordered to last until December 31, 2016, and it is made
6 effective January 1, 2014, except as otherwise ordered above.

7
8 In addition, either Party may re-open the Agreement solely for the purpose of
9 negotiating health insurance for years 2015-2016. The right shall exist for each year
10 unless the Parties are able to successfully negotiate a two (2) year agreement on
11 health insurance related issues, which must be contained in any final agreement in
12 2015 to prohibit the re-opening in 2016.

13
14 The reopener may be commenced by filing a Notice to Negotiate with the State
15 Employment Relations Board and shall be conducted in accordance with the dispute
16 resolution procedures contained in Chapter 4117 of the Ohio Revised Code.
17

IN WITNESS WHEREOF, the parties have hereunto set their hands on the 24th day of June, 2014.

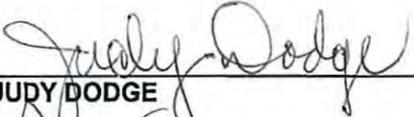


PHIL PLUMMER, SHERIFF
MONTGOMERY COUNTY, OHIO

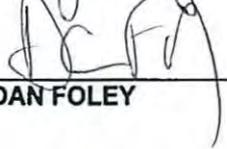
BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO:



DEBORAH A. LIEBERMAN



JUDY DODGE



DAN FOLEY

OR

JOSEPH TUSS
MONTGOMERY COUNTY ADMINISTRATOR

ON BEHALF OF MANAGEMENT:



SHERIFF PHIL PLUMMER
MONTGOMERY COUNTY, OHIO

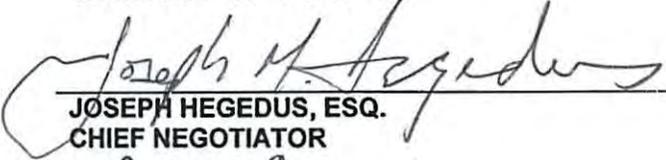


JULIE A. DROESSLER
PERSONNEL DIRECTOR/CHIEF NEGOTIATOR

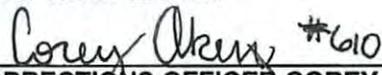


CHIEF DEPUTY ROB STRECK
MONTGOMERY COUNTY, OHIO

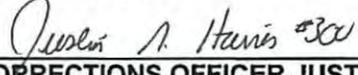
ON BEHALF OF THE OPBA:



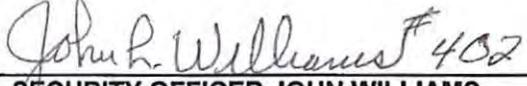
JOSEPH HEGEDUS, ESQ.
CHIEF NEGOTIATOR



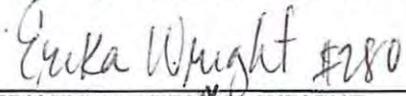
CORRECTIONS OFFICER COREY AKERS
OPBA DIRECTOR



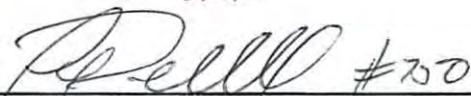
CORRECTIONS OFFICER JUSTIN HAINES



SECURITY OFFICER JOHN WILLIAMS



CLERK TYPIST ERIKA WRIGHT
ERIKA



CIVILIAN DISPATCHER JOSHUA PARNELL



CIVILIAN DISPATCHER TIM KELLY

CIVILIAN DISPATCHER LAURA FOURNIER-WICK



CORRECTIONS OFFICER MICHAEL DEATON

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11/19/2013 BY 60322 UCBAW/SAB

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Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Civilian Dispatcher	Jan 1, 2014	1.25%	\$16.63	\$17.13	\$17.67	\$18.21	\$18.77	\$19.36	\$19.97	\$20.57	\$21.20	\$21.86			
	Jul 1, 2014	1.25%	\$16.83	\$17.35	\$17.89	\$18.44	\$19.01	\$19.60	\$20.22	\$20.83	\$21.47	\$22.13			
	Jan 1, 2015	1.25%	\$17.04	\$17.56	\$18.11	\$18.67	\$19.24	\$19.85	\$20.47	\$21.09	\$21.74	\$22.41			
	July 1, 2015	1.25%	\$17.26	\$17.78	\$18.34	\$18.91	\$19.48	\$20.09	\$20.72	\$21.36	\$22.01	\$22.69			
	Jan 1, 2016	1.25%	\$17.47	\$18.00	\$18.57	\$19.14	\$19.73	\$20.35	\$20.98	\$21.62	\$22.28	\$22.97			
	July 1, 2016	1.25%	\$17.69	\$18.23	\$18.80	\$19.38	\$19.97	\$20.60	\$21.25	\$21.89	\$22.56	\$23.26			
	Pay Increase Between Steps:				3.0%	3.1%	3.1%	3.1%	3.1%	3.1%	3.0%	3.1%	3.1%		

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Clerk Typist	Jan 1, 2014	1.25%	\$14.67	\$15.14	\$15.58	\$16.08	\$16.58	\$17.09	\$17.61	\$18.16	\$18.72	\$19.30			
	Jul 1, 2014	1.25%	\$14.85	\$15.33	\$15.78	\$16.28	\$16.79	\$17.30	\$17.83	\$18.39	\$18.96	\$19.54			
	Jan 1, 2015	1.25%	\$15.04	\$15.52	\$15.97	\$16.48	\$17.00	\$17.52	\$18.05	\$18.62	\$19.19	\$19.78			
	July 1, 2015	1.25%	\$15.23	\$15.71	\$16.17	\$16.69	\$17.21	\$17.74	\$18.28	\$18.85	\$19.43	\$20.03			
	Jan 1, 2016	1.25%	\$15.42	\$15.91	\$16.38	\$16.90	\$17.43	\$17.96	\$18.50	\$19.09	\$19.67	\$20.28			
	July 1, 2016	1.25%	\$15.61	\$16.11	\$16.58	\$17.11	\$17.65	\$18.19	\$18.74	\$19.33	\$19.92	\$20.53			
	Pay Increase Between Steps:				3.2%	2.9%	3.2%	3.1%	3.1%	3.0%	3.2%	3.1%	3.1%		

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Communications Technician II	Jan 1, 2014	1.25%	\$18.35	\$18.92	\$19.50	\$20.11	\$20.72	\$21.35	\$22.03	\$22.69	\$23.41	\$24.14			
	Jul 1, 2014	1.25%	\$18.58	\$19.16	\$19.74	\$20.36	\$20.97	\$21.62	\$22.31	\$22.97	\$23.70	\$24.44			
	Jan 1, 2015	1.25%	\$18.81	\$19.40	\$19.99	\$20.61	\$21.24	\$21.89	\$22.59	\$23.26	\$24.00	\$24.75			
	July 1, 2015	1.25%	\$19.04	\$19.64	\$20.24	\$20.87	\$21.50	\$22.16	\$22.87	\$23.55	\$24.30	\$25.05			
	Jan 1, 2016	1.25%	\$19.28	\$19.89	\$20.49	\$21.13	\$21.77	\$22.44	\$23.15	\$23.85	\$24.60	\$25.37			
	July 1, 2016	1.25%	\$19.52	\$20.14	\$20.75	\$21.40	\$22.04	\$22.72	\$23.44	\$24.14	\$24.91	\$25.68			
	Pay Increase Between Steps:				3.1%	3.0%	3.1%	3.0%	3.1%	3.2%	3.0%	3.2%	3.1%		

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Communications Technician III	Jan 1, 2014	1.25%	\$20.76	\$21.40	\$22.07	\$22.74	\$23.45	\$24.19	\$24.93	\$25.70	\$26.50	\$27.32			
	Jul 1, 2014	1.25%	\$21.02	\$21.67	\$22.35	\$23.03	\$23.74	\$24.49	\$25.24	\$26.02	\$26.83	\$27.66			
	Jan 1, 2015	1.25%	\$21.28	\$21.94	\$22.63	\$23.31	\$24.04	\$24.80	\$25.55	\$26.34	\$27.16	\$28.00			
	July 1, 2015	1.25%	\$21.54	\$22.22	\$22.91	\$23.60	\$24.34	\$25.11	\$25.87	\$26.67	\$27.50	\$28.35			
	Jan 1, 2016	1.25%	\$21.81	\$22.49	\$23.20	\$23.90	\$24.64	\$25.42	\$26.20	\$27.01	\$27.85	\$28.71			
	July 1, 2016	1.25%	\$22.09	\$22.78	\$23.49	\$24.20	\$24.95	\$25.74	\$26.53	\$27.34	\$28.20	\$29.07			
	Pay Increase Between Steps:				3.1%	3.1%	3.0%	3.1%	3.2%	3.1%	3.1%	3.1%	3.1%		

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Corrections Officer	Jan 1, 2014	1.25%	\$15.11	\$15.56	\$16.06	\$16.54	\$17.07	\$17.59	\$18.13	\$18.69	\$19.27	\$19.88	\$20.48	\$21.12	\$21.77
	Jul 1, 2014	1.25%	\$15.30	\$15.76	\$16.26	\$16.75	\$17.28	\$17.81	\$18.36	\$18.92	\$19.51	\$20.12	\$20.74	\$21.38	\$22.04
	Jan 1, 2015	1.25%	\$15.49	\$15.95	\$16.46	\$16.96	\$17.50	\$18.03	\$18.59	\$19.16	\$19.75	\$20.38	\$21.00	\$21.65	\$22.32
	July 1, 2015	1.25%	\$15.68	\$16.15	\$16.67	\$17.17	\$17.72	\$18.25	\$18.82	\$19.40	\$20.00	\$20.63	\$21.26	\$21.92	\$22.60
	Jan 1, 2016	1.25%	\$15.88	\$16.35	\$16.88	\$17.39	\$17.94	\$18.48	\$19.06	\$19.64	\$20.25	\$20.89	\$21.53	\$22.20	\$22.88
	July 1, 2016	1.25%	\$16.07	\$16.56	\$17.09	\$17.60	\$18.16	\$18.71	\$19.30	\$19.89	\$20.50	\$21.15	\$21.80	\$22.47	\$23.16
	Pay Increase Between Steps:				3.0%	3.2%	3.0%	3.2%	3.0%	3.1%	3.1%	3.1%	3.2%	3.1%	3.1%

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Execution Clerk	Jan 1, 2014	1.25%	\$14.71	\$15.18	\$15.64	\$16.13	\$16.63	\$17.14	\$17.67	\$18.21	\$18.78	\$19.37			
	Jul 1, 2014	1.25%	\$14.90	\$15.37	\$15.84	\$16.33	\$16.83	\$17.36	\$17.89	\$18.44	\$19.02	\$19.61			
	Jan 1, 2015	1.25%	\$15.08	\$15.56	\$16.04	\$16.53	\$17.04	\$17.57	\$18.11	\$18.67	\$19.25	\$19.86			
	July 1, 2015	1.25%	\$15.27	\$15.75	\$16.24	\$16.74	\$17.26	\$17.79	\$18.34	\$18.91	\$19.50	\$20.10			
	Jan 1, 2016	1.25%	\$15.46	\$15.95	\$16.44	\$16.95	\$17.47	\$18.01	\$18.57	\$19.14	\$19.74	\$20.36			
	July 1, 2016	1.25%	\$15.65	\$16.15	\$16.65	\$17.16	\$17.69	\$18.24	\$18.80	\$19.38	\$19.99	\$20.61			
	Pay Increase Between Steps:				3.2%	3.1%	3.1%	3.1%	3.1%	3.1%	3.1%	3.1%	3.1%		

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Program Coordinator	Jan 1, 2014	1.25%	\$15.24	\$15.70	\$16.20	\$16.70	\$17.22	\$17.75	\$18.30	\$18.86	\$19.44	\$20.05	\$20.68	\$21.31	\$21.96
	Jul 1, 2014	1.25%	\$15.43	\$15.90	\$16.40	\$16.90	\$17.44	\$17.97	\$18.52	\$19.10	\$19.68	\$20.30	\$20.93	\$21.58	\$22.24
	Jan 1, 2015	1.25%	\$15.62	\$16.10	\$16.61	\$17.12	\$17.66	\$18.20	\$18.76	\$19.34	\$19.93	\$20.55	\$21.20	\$21.85	\$22.51
	July 1, 2015	1.25%	\$15.82	\$16.30	\$16.82	\$17.33	\$17.88	\$18.42	\$18.99	\$19.58	\$20.18	\$20.81	\$21.46	\$22.12	\$22.80
	Jan 1, 2016	1.25%	\$16.01	\$16.50	\$17.03	\$17.55	\$18.10	\$18.65	\$19.23	\$19.82	\$20.43	\$21.07	\$21.73	\$22.40	\$23.08
	July 1, 2016	1.25%	\$16.21	\$16.71	\$17.24	\$17.77	\$18.33	\$18.89	\$19.47	\$20.07	\$20.69	\$21.33	\$22.00	\$22.68	\$23.37
	Pay Increase Between Steps:				3.1%	3.2%	3.1%	3.2%	3.1%	3.1%	3.1%	3.1%	3.1%	3.1%	3.1%

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Recreation Officer	Jan 1, 2014	1.25%	\$15.44	\$15.92	\$16.41	\$16.91	\$17.45	\$17.98	\$18.54	\$19.12	\$19.69	\$20.30			
	Jul 1, 2014	1.25%	\$15.63	\$16.12	\$16.62	\$17.12	\$17.66	\$18.21	\$18.77	\$19.35	\$19.94	\$20.55			
	Jan 1, 2015	1.25%	\$15.83	\$16.32	\$16.83	\$17.33	\$17.88	\$18.43	\$19.01	\$19.60	\$20.19	\$20.81			
	July 1, 2015	1.25%	\$16.03	\$16.52	\$17.04	\$17.55	\$18.11	\$18.66	\$19.24	\$19.84	\$20.44	\$21.07			
	Jan 1, 2016	1.25%	\$16.23	\$16.73	\$17.25	\$17.77	\$18.33	\$18.90	\$19.48	\$20.09	\$20.70	\$21.33			
	July 1, 2016	1.25%	\$16.43	\$16.94	\$17.46	\$17.99	\$18.56	\$19.13	\$19.73	\$20.34	\$20.96	\$21.60			
	Pay Increase Between Steps:				3.1%	3.1%	3.0%	3.2%	3.1%	3.1%	3.1%	3.0%	3.1%		

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Security Officer	Jan 1, 2014	1.25%	\$12.97	\$13.84	\$14.71	\$15.61	\$16.48								
	Jul 1, 2014	1.25%	\$13.13	\$14.01	\$14.90	\$15.81	\$16.69								
	Jan 1, 2015	1.25%	\$13.30	\$14.19	\$15.08	\$16.01	\$16.90								
	July 1, 2015	1.25%	\$13.46	\$14.37	\$15.27	\$16.21	\$17.11								
	Jan 1, 2016	1.25%	\$13.63	\$14.55	\$15.46	\$16.41	\$17.32								
	July 1, 2016	1.25%	\$13.80	\$14.73	\$15.65	\$16.61	\$17.54								
	Pay Increase Between Steps:				6.7%	6.3%	6.1%	5.6%							

Classification	Annual Raise	%	1	2	3	4	5	6	7	8	9	10	11	12	13
Victim Advocate	Jan 1, 2014	1.25%	\$15.51	\$16.01	\$16.49	\$17.01	\$17.52	\$18.07	\$18.63	\$19.20	\$19.78	\$20.40	\$21.05	\$21.69	\$22.37
	Jul 1, 2014	1.25%	\$15.71	\$16.21	\$16.70	\$17.22	\$17.74	\$18.30	\$18.86	\$19.44	\$20.03	\$20.66	\$21.31	\$21.96	\$22.65
	Jan 1, 2015	1.25%	\$15.90	\$16.41	\$16.91	\$17.44	\$17.96	\$18.53	\$19.10	\$19.68	\$20.28	\$20.92	\$21.58	\$22.23	\$22.93
	July 1, 2015	1.25%	\$16.10	\$16.62	\$17.12	\$17.66	\$18.18	\$18.76	\$19.34	\$19.93	\$20.54	\$21.18	\$21.85	\$22.51	\$23.22
	Jan 1, 2016	1.25%	\$16.30	\$16.82	\$17.33	\$17.88	\$18.41	\$18.99	\$19.58	\$20.17	\$20.79	\$21.44	\$22.12	\$22.79	\$23.51
	July 1, 2016	1.25%	\$16.51	\$17.03	\$17.55	\$18.10	\$18.64	\$19.23	\$19.82	\$20.43	\$21.05	\$21.71	\$22.40	\$23.08	\$23.80
	Pay Increase Between Steps:				3.2%	3.0%	3.1%	3.0%	3.2%	3.1%	3.0%	3.1%	3.1%	3.2%	3.0%

**RESOLUTION NO. 14-0790
JUNE 24, 2014**

RESOLUTION AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MONTGOMERY COUNTY SHERIFF AND THE OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

WHEREAS, the Sheriff of Montgomery County and the Ohio Patrolman's Benevolent Association, engage in good faith bargaining and entered into a contract effective as follows:

OPBA Civilians – January 1, 2014 through and including December 31, 2016

NOW, THEREFORE, BE IT RESOLVED that the contract between the Sheriff of Montgomery County and the Ohio Patrolman's Benevolent Association be and is approved by the Board of Montgomery County Commissioners.

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

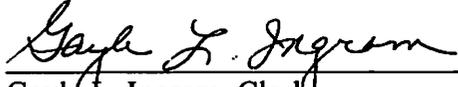
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Mrs. Lieberman moved the adoption of the foregoing resolution. It was seconded by Ms. Dodge, and upon call of the roll the following vote resulted:

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

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 24th day of June, 2014.

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


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