



REFER TO RESOLUTION NO. 14-6922  
DATED: 7/1/14

# CONTRACT

Between

**MONTGOMERY COUNTY SHERIFF  
MONTGOMERY COUNTY, OHIO**

13-MED-10-1261  
1711-02  
K31027  
07/16/2014



AND

**The Ohio Patrolmen's  
Benevolent Association**

**Supervisor Unit**

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

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1 **ARTICLE 1**

2

3 **PREAMBLE**

4

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

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 employment  
9 for all full-time employees of the Sheriff's Office in the classifications of Sergeants  
10 and/or Lieutenants.  
11  
12 B. Part time, temporary, seasonal, and intermittent employees are not included in the  
13 bargaining unit.  
14

15 **SECTION 2.2 – DUES DEDUCTION**

- 16  
17 A. The County will deduct normal and customary dues from the monthly wages and  
18 salaries of such members as will indicate individually, and voluntarily certify in writing  
19 that they authorize such deduction. In the event a member's wages are insufficient  
20 for the full deductible amount, the County will deduct the full amount from the  
21 member's next monthly earnings when the amount earned is sufficient. Individual  
22 and written notification must be presented to the Montgomery County Payroll Office  
23 and such dues will be deducted no later than thirty (30) days following the filing of  
24 the written application for deduction.  
25  
26 B. Such written authorization may be withdrawn at any time by said member by giving  
27 written notice of intent to cancel the dues deduction authorization. It is understood  
28 that it will not take longer than thirty (30) days from the filing of such written  
29 cancellation notice with the Montgomery County Payroll Office to effect such  
30 cancellation.  
31  
32 C. All deductions under this article, along with an alphabetical list of names of all  
33 employees whose dues have been deducted, will be transmitted to the Union no  
34 later than the tenth (10th) day following the date of the deduction. Upon receipt of  
35 said funds, the Union will assume full responsibility for the disposition of all funds  
36 deducted.  
37  
38 D. The Union agrees to hold the Employer and the County harmless from any claims or  
39 actions filed by employees arising from dues deduction authorized under this article  
40 and to indemnify the Employer and the County for any and all liability arising from  
41 claims resulting from the operation of this article.  
42  
43 E. The Union agrees that upon receipt of the dues collected by the County, that it has  
44 the sole and exclusive obligation and responsibility for distribution of the funds.  
45

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

5  
6 This provision will not require any employee to become a member of the Union, nor  
7 will the fair share fee exceed that percentage of the normal dues used by the Union  
8 in administration of the collective bargaining Agreement. The deduction of a fair  
9 share fee by the County from the payroll check of the employee and its payment to  
10 the Union is automatic and does not require the written authorization of the  
11 employee.

12  
13 Employees who are not members of the employee organization will have all rights  
14 prescribed in Section 4117.09 (C) of the Ohio Revised Code.

1 **ARTICLE 3**

2

3 **NON-DISCRIMINATION**

4

5 A. It is the policy of the Employer and of the Union that the provisions of this Agreement  
6 will be applied equally to all employees without due regard to age, sex, marital  
7 status, race, color, creed, disability, and national origin.

8

9 B. The Employer will not interfere with the rights of employees to become members of  
10 the Union. The Employer will not discriminate against employees because of Union  
11 activity.

12

13 C. The Employer and the Union recognize their respective responsibilities under  
14 Federal and State Civil Rights Laws, constitutional and statutory requirements.  
15 Therefore, the Employer and the Union hereby reaffirm their commitments, legal and  
16 moral, not to discriminate in any manner relating to employment on the basis of age,  
17 sex, marital status, race, color, creed, disability, or national origin.

1 **ARTICLE 4**

2  
3 **UNION BUSINESS**

4  
5 **SECTION 4.1 – UNION DIRECTOR**

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. It will be the Union’s responsibility to  
9 advise the Sheriff, in writing and on a timely basis, of the names of those employees  
10 selected to fill these positions.

11  
12 B. The authorized functions of the Director or Assistant Director or their designee  
13 include but are not limited to the following:

- 14 • Attending Labor/Management Meetings.
- 15 • Attending Affects Bargaining Sessions.
- 16 • Posting of Union notices on bulletin boards.
- 17 • Representing an employee in a grievance or disciplinary conference.
- 18 • Acting as the liaison between the Employer and the Union.
- 19 • Receiving copies of employee correspondence regarding the grievance or  
20 discipline of an employee.
- 21 • Other functions as mutually agreed by the parties.

22  
23 C. The Director, Assistant Director or their designee will be released from their normal  
24 duty hours to participate in meetings and discussions which occur during their  
25 normal scheduled duty shift with regard to the aforementioned areas without loss of  
26 pay or benefits. However, the employees will provide a forty-eight (48) hour notice  
27 whenever possible, so that the Employer can make any necessary scheduling  
28 adjustments. The Director or Assistant Director or their designee will not receive  
29 overtime pay to conduct Union business or to process grievances.

30  
31 D. Time used for Union business will be documented by memorandum through the  
32 chain-of-command, to the Division Commander. The Director may be excluded from  
33 this documentation requirement, at the option of the Employer.

34  
35  
36  
37  
38  
39  
40  
41 **SECTION 4.2 - NEGOTIATORS**

42  
43  
44 A. The Union will identify the members of its negotiating team in writing, at the time  
45 either party serves written notice of a desire to renegotiate the terms of this  
46 Agreement.

- 1  
2 B. The Union's negotiations team will consist of the Chief Negotiator (non-employee),  
3 the Union Director or his designated (Union member) representative, and not more  
4 than four (4) members of the bargaining unit.  
5  
6 C. Upon written request, the Employer will release all members of the negotiating team  
7 from their assignments for the dates negotiations occur, and other dates mutually  
8 agreed. This release will be without loss of pay or benefits. Team members who  
9 attend negotiations on a scheduled day off may adjust their hours, on an hour for  
10 hour basis, on a regular scheduled workday, as approved by their Division  
11 Commander.  
12

### 13 SECTION 4.3 - INFORMATION

14  
15 The Employer will inform the Union of new employees via personnel orders. The  
16 Employer will forward to the Union any employee (bargaining unit) change of  
17 address. Each time the Union amends their constitution and by-laws, the Union will  
18 furnish the Employer an updated copy.  
19

### 20 SECTION 4.4 – TIME OFF FOR UNION BUSINESS

21  
22 The Employer will grant time off for up to three (3) elected Union officers or their  
23 designees, who are covered by this Agreement, at any one time, for the purpose of  
24 attending and/or conducting regular or special Union meetings or Union  
25 Conferences. Employees will provide a forty-eight (48) hour notice whenever  
26 possible, so that the Employer can make any necessary scheduling adjustments for  
27 the efficient operation of the office. The Employer will allow a maximum of one  
28 hundred fifty-three (153) hours of Union paid leave, collectively, in each calendar  
29 year of this Agreement. This section is not intended to limit the number of members  
30 attending such meetings.  
31

### 32 SECTION 4.5 – GRIEVANCE REPRESENTATIVES

33  
34 In the case of any disciplinary conferences or grievances, the Director or designee  
35 will be allowed sufficient time, without loss of pay or benefits, to investigate a  
36 grievance or attend meetings with the Sheriff or the Sheriff's designee. To ensure  
37 appropriate staffing levels, the Director or Designee must first notify their immediate  
38 supervisor of the need to attend the meeting.

1 **ARTICLE 5**

2  
3 **MANAGEMENT'S RIGHTS**

4  
5 **SECTION 5.1 – RIGHTS OF MANAGEMENT**

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

- 12  
13 • Determine matters of inherent managerial policy which include, but are not  
14 limited to areas of discretion or policy such as the functions and programs of  
15 the public Employer, standards or services, its overall budget, utilization of  
16 technology, and organizational structure;
- 17  
18 • Direct, supervise, evaluate or hire employees;
- 19  
20 • Maintain and improve the efficiency and effectiveness of governmental  
21 operations;
- 22  
23 • Determine the overall methods, process, means, or personnel by which  
24 governmental operations are to be conducted;
- 25  
26 • Suspend, discipline, demote, or discharge for just cause, transfer, assign,  
27 schedule, promote, retain employees, or lay off employees in the event of  
28 lack of work or lack of funds or under conditions where the continuation of  
29 such work would make operations inefficient and/or non-productive;
- 30  
31 • Determine the adequacy of the work force;
- 32  
33 • Determine the overall mission of the Employer as a unit of government;
- 34  
35 • Effectively manage the work force;
- 36  
37 • Take actions to carry out the mission of the public employer as a  
38 governmental unit;
- 39  
40 • The Sheriff may declare an emergency in the event of civil insurrection or acts  
41 of God and take any and all actions as may be necessary to carry out the  
42 mission of the Sheriff in those emergency situations;
- 43  
44 • Maintain security of all of the Employer's Records and other pertinent  
45 information.
- 46

1 SECTION 5.2 - FUNCTIONS OF THE EMPLOYER  
2

3 A. The Union recognizes and accepts that all rights and responsibilities of the  
4 Employer, not specifically modified by this agreement, will remain the exclusive  
5 function of the Employer.  
6

7 B. The Employer, on its behalf, hereby retains and reserves unto itself all rights, power,  
8 authority, duty, and responsibility confirmed or invested in it by the laws and  
9 constitution of the State of Ohio and/or the United States of America. The exercise  
10 of any such right, power, authority, duty, or responsibility by the Employer and the  
11 adoption of such rules, regulations, policies as it may deem necessary, and as they  
12 apply to employees represented by the Union, will be limited only by the terms of this  
13 Agreement.

1  
2 **ARTICLE 6**

3  
4 **TRANSFERS, TRADES, ASSIGNMENTS AND POSTINGS**

5  
6 **SECTION 6.1 – VOLUNTARY TRADES**

- 7  
8 A. All employees in the bargaining unit who desire a change of assignment at any time  
9 other than when a vacancy exists are encouraged to seek a trade of assignments  
10 with another qualified employee of the same classification. These trades could be  
11 located by word of mouth or by the employee placing a notice of intent on office  
12 bulletin boards.  
13  
14 B. Two or more employees of the same classification requesting a trade in assignments  
15 will submit a request in memorandum form to the attention of the affected Division  
16 Commanders for approval. The memorandum will include the employees'  
17 assignment and the date requested that the trade would become effective.  
18  
19 C. Trades occurring after watch bids of each year would require the trading employees  
20 to assume each other's watch assignment for the remainder of that year.  
21

22 **SECTION 6.2 – WATCH ASSIGNMENTS**

- 23  
24 A. Lieutenants and Sergeants will submit to their assigned Division Commander, a  
25 memorandum stating their 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> choices of watch preference by January  
26 7<sup>th</sup>. The Employer will post assignments pertaining to watch assignments by  
27 January 15<sup>th</sup>. Hours and/or assignment of said watch will be assigned by the  
28 employee's supervisor.  
29  
30 B. Administration's review of memoranda submitted by all employees for watch  
31 preference will consider seniority in current rank/classification, ability, and job  
32 performance. The appropriate administrator will provide the employee with a written  
33 explanation, upon request, as to reasons for non-selection.  
34  
35 C. Employees who are given a non-voluntary transfer (other than March 1<sup>st</sup>) will be  
36 transferred to the watch to which they were previously assigned, if practical.  
37

38 **SECTION 6.3 – VOLUNTARY ASSIGNMENTS**

39  
40 Vacancies in assignments will be filled in the following manner:

- 41  
42 1. The vacancy will be posted by personnel order to all divisions at least seven  
43 (7) administrative days prior to cut-off date for application submission.  
44

1 2. Employees wishing to be considered to fill the vacancy must submit a  
2 memorandum as specified in the personnel order. The Employer will  
3 incorporate the following with the memorandum:  
4

- 5 • Total time of continuous service within current classification with the  
6 Montgomery County Sheriff's Office.  
7
- 8 • Copies of the last two (2) employee performance evaluations within  
9 affected classification.  
10
- 11 • Copies of any active disciplinary information, as noted in the  
12 employee's personnel file, including specific violations and disciplinary  
13 action taken.  
14

15 After the Personnel Director has compiled this information, it will be forwarded  
16 to the appropriate Division Commander.  
17

18 3. The Employer will consider seniority, ability, job performance, and  
19 classification (as necessary) in making the determination of appointment to a  
20 specific vacancy. Administration will provide the employee with a written  
21 explanation, upon request, as to the reasons for non-selection. To assist the  
22 employee in career development, the following will be contained within the  
23 written explanation:  
24

- 25 • An articulation of the differences in seniority between the employee  
26 selected for the position and the employee requesting the written  
27 explanation.  
28
- 29 • An articulation of the differences as it relates to ability and job  
30 performance of the employee selected for the position and the  
31 employee requesting the written explanation.  
32

33 4. The Employer will contact the selected employee and notify said employee of  
34 selection. The selection will be forwarded to all Divisions via personnel order.  
35

36 5. Filling of positions may include an interview as part of the selection process.  
37

#### 38 SECTION 6.4 – NEW POSITION POSTINGS - PERMANENT / TEMPORARY 39

40 A. A job posting will occur when the Employer creates a permanent position.  
41 Temporary positions created that will exceed forty-five (45) consecutive days will  
42 also be posted. The notice will be posted at least seven (7) administrative days so  
43 that employees of the same classification may file a memorandum with the  
44 Personnel Director indicating a desire to be considered for that position.  
45

- 1 B. Administration will review all submitted memoranda and will base the decision of  
2 assignment on seniority, ability and job performance from the criteria provided by the  
3 Personnel Director, who will provide the employee with a written explanation, upon  
4 request, of the reasons for non-selection, refer to Section 6.3, Paragraph A.3. of this  
5 Article.  
6
- 7 C. Assignments made to temporary positions for less than a forty-five (45) day duration  
8 are made solely at the discretion of the Employer. Temporary assignments greater  
9 than forty-five (45) days will not exceed one (1) year in length.  
10
- 11 D. Once the employee selected to fill the temporary position is no longer needed to  
12 serve in that capacity or is being replaced for other than disciplinary measures, or  
13 has served in that capacity for the one (1) year period, the individual will be returned  
14 to the division and classification to which they were originally assigned.  
15
- 16 E. The Employer reserves the right to refuse to consider employees in specialized  
17 assignments for the filling of temporary positions.  
18

19 SECTION 6.5 - DISCIPLINARY TRANSFER  
20

21 No employee will be transferred for disciplinary reasons, unless a situation requires  
22 immediate action or remedy. For the purpose of this article, such situations will be  
23 limited to issues that involve liability and/or safety concerns. Such a transfer would  
24 require notification, to the Union Director or his designee in a timely manner.  
25

26 SECTION 6.6 - MANAGEMENT RIGHTS  
27

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

1 **ARTICLE 7**

2  
3 **SENIORITY AND PROBATIONARY PERIODS**

4  
5 **SECTION 7.1 - SENIORITY**

- 6  
7 A. Seniority, for the purpose of this Agreement, unless otherwise specified, is defined  
8 as an employee's length of continuous full-time service within their classification,  
9 since their last date of hire with the Employer.  
10  
11 B. When two or more Sergeants are promoted on the same date to the rank of  
12 Lieutenant, seniority will be determined by the order of the employees' placement on  
13 the eligibility list from which said promotions were made.  
14  
15 C. Seniority and the employment relationship ends when an employee resigns, or is  
16 discharged for just cause.  
17

18 **SECTION 7.2 – INITIAL PROBATIONARY PERIODS**

- 19  
20 A. All new employees, including re-hired employees, will be considered as probationary  
21 employees and must successfully complete a probationary period before attaining  
22 permanent employee status in the classification. Any permanent employee in  
23 another classification who is promoted will be considered a promotional probationary  
24 employee, and must successfully complete a promotional probationary period before  
25 being permanently appointed to the new classification. All probationary employees,  
26 including promotional probationary employees, will be evaluated pursuant to the  
27 Employer's policy.  
28  
29 B. Each newly hired employee becomes a probationary employee upon the date of  
30 their employment, and remains so until they have successfully completed their  
31 required probationary period. The probationary period is three hundred sixty-five  
32 (365) days.  
33  
34 C. The probationary period required above represents a total cumulative service time,  
35 and may be adjusted upward so as to properly allow for any authorized leaves or  
36 other approved breaks in service.  
37  
38 D. During the initial probationary period, the probationary employee may be disciplined,  
39 discharged, laid off, or otherwise dismissed at the sole discretion of the Sheriff and  
40 neither the reason for, nor the disciplinary action, discharge, layoff, or dismissal may  
41 be subject of a grievance.  
42  
43 E. In the case of lay off, bumping and recall, there will be no seniority among  
44 probationary employees. Upon the successful completion of the initial probationary  
45 period; however, the employee will attain permanent employee status and receive all  
46 benefits normally afforded to regular permanent employees, including seniority.

1 Employees will acquire seniority credit, and their seniority will be retroactive to the  
2 date of employment, less any adjustments.  
3

4 SECTION 7.3 – PROMOTIONAL PROBATIONARY PERIODS  
5

6 Newly promoted Sergeants or Lieutenants will serve a promotional probationary  
7 period of three hundred sixty-five (365) days, beginning the date of their promotion.  
8 During the promotional probationary period, Sergeants and Lieutenants may be  
9 returned to their previous rank, if the promotional probationary period is not  
10 successfully completed. This action may be appealed to the Sheriff only and may  
11 not be subject of a grievance. Full appeal rights up to and including arbitration apply  
12 in issues of loss of vacation time, working suspension, suspension, and/or  
13 termination.

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 seniority in classification. Where seniority in classification is equal, seniority as  
17 determined by date of hire with the Employer will control. Where seniority and date  
18 of hire are equal, date of application with the Employer will determine order of layoff  
19 for each case. If a tie still exists, layoffs will be made at the discretion of the Sheriff.  
20
- 21 C. Progression for displacement is based on class series as outlined below.  
22 Employees are not permitted to displace outside of their class series. The class  
23 series are outlined as follows:  
24

25 **Enforcement Class Series**  
26 Lieutenant  
27 Sergeant  
28 Deputy Sheriff  
29

30 Displacement of Sergeants by Lieutenants will be by Bargaining Unit Seniority.  
31

- 32 D. Affected employees will be given a minimum twenty-one (21) calendar days notice of  
33 impending layoff.  
34

35 **SECTION 8.2 – RECALL**

- 36  
37 A. Employees who are laid off will be placed on a recall list for two (2) years. Recall will  
38 be in the reverse order of layoff. If a recalled employee is in need of training as  
39 required by the Ohio Peace Officer Training Commission, the Employer will ensure  
40 the employee receives the needed training. The Employer will not hire new  
41 employees to fill bargaining unit positions as long as there are still employees on the  
42 recall list who are presently qualified to perform the work in the affected  
43 classifications and are willing to be recalled to said classifications.  
44

1 Laid off employees will have the option to apply for Reserve Deputy status and  
2 maintain the Reserve Deputy status subject to the procedures and requirements in  
3 the General Orders Manual.  
4

- 5 B. Employees who are eligible for recall will be given twenty-one (21) calendar days  
6 notice of recall. The notice of recall will be sent to the employee's last known  
7 address by certified or registered mail with a copy to the Union. The employee must  
8 notify the Sheriff or the Sheriff's designee of the employee's intention to return within  
9 seven (7) days, after receiving notice of recall. The Sheriff will be deemed to have  
10 fulfilled his obligations by mailing the recall notice. It is the obligation and  
11 responsibility of the laid-off employee to provide his latest mailing address to the  
12 Sheriff or the Sheriff's designee.  
13

14 SECTION 8.3 – APPEAL  
15

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

1 **ARTICLE 9**

2  
3 **GRIEVANCE PROCEDURE**

4  
5 **SECTION 9.1 - PURPOSE**

6  
7 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 an orderly appeal process.  
11

12  
13 **SECTION 9.2 - DEFINITIONS**

- 14  
15 A. **Administrative Day:** An administrative day is defined as Monday through Friday  
16 excluding holidays.  
17  
18 B. **Working Day:** A working day is defined as the signing grievant's scheduled "working  
19 day" including sick days not ordered by a medical care provider. Working day does  
20 not include approved vacation, personal absence, or compensatory days.  
21  
22 C. **Day:** A day is defined as a calendar day.  
23  
24 D. **Grievance:** Any dispute that the Union or a bargaining unit member has concerning  
25 the interpretation, application, or alleged violation of any provision of this Agreement.  
26 This grievance procedure is not available to any employee serving his initial  
27 probationary period. However, any employee may meet with any level of  
28 supervision or administration to discuss a perceived problem.  
29  
30 E. **Group Grievance:** Grievances involving more than one (1) employee who allege a  
31 violation or matter for grievance that alleges the same or similar facts, and who seek  
32 the same remedy may file one (1) grievance form listing all their names. All such  
33 grievances will be designated as a "group grievance" and they will exclude any other  
34 persons not listed by name in the original grievance after the filing date.  
35

36 **SECTION 9.3 – TIME LIMITS TO BE FOLLOWED**

37  
38 All parties will follow the time limits established in the grievance procedure. If the  
39 person filing the grievance, or the Union, fails to present a grievance in time, or to  
40 advance it to the next level in the time limits prescribed, it will be considered to be  
41 withdrawn. If the time procedure is not followed by the supervisor/administration, the  
42 grievance will automatically advance to the next level. The time limits established in  
43 the grievance procedure may be extended by mutual agreement between the  
44 Employer and the Union, provided the extension is reduced to writing and the period  
45 of extension is specific.  
46

1  
2 SECTION 9.4 – GRIEVANCE FORMS  
3

4 Employees will use only the grievance forms supplied by the Employer for filing  
5 grievances.  
6

7 SECTION 9.5 – MEETING ATTENDANCE  
8

- 9 A. At any time during the grievance process, the employee or the Employer may have  
10 anyone, not to exceed a total of two (2) persons, attend the meetings to answer  
11 questions of law or procedure. However, neither side should have the next person  
12 who will hear the grievance present, if it is not resolved. The Employer will not pay  
13 or compensate the grievant or any person attending on behalf of the grievant.  
14
- 15 B. Unless otherwise agreed by the parties, or if the grievant is not reasonably able to  
16 attend, grievants must attend scheduled grievance meetings. If the grievant  
17 unreasonably fails to attend the grievance meeting, the grievance will be considered  
18 withdrawn.  
19

20 SECTION 9.6 – GRIEVANCE PROCESS  
21

- 22 A. Level 1- Supervisor: After an informal discussion, an employee who desires to file a  
23 formal grievance must meet with their supervisor. This meeting must occur within  
24 five (5) employee working days following the events that caused the grievance or the  
25 date the employee first reasonably should have known of the events that caused the  
26 grievance, but in no event more than fourteen (14) days after the events that caused  
27 the grievance. At the beginning of this meeting a completed Grievance Form  
28 documenting the employee's grievance is to be presented to the supervisor, thus  
29 initiating the grievance procedure. The grievance will be discussed at this meeting.  
30 Verification of such meeting will be noted by the supervisor on the Grievance Form  
31 and signed by both the grievant and the supervisor. The supervisor will indicate on  
32 the Grievance Form what recommendation was made, an explanation of that  
33 recommendation, and whether or not an agreement was reached. Upon completion  
34 of this meeting, the supervisor will give the grievant a copy of the Grievance Form.  
35 The supervisor will forward the original Grievance Form to the appropriate Level 2  
36 Division Commander /Designee. The Level 1 process is to be completed in one (1)  
37 working day if possible, but no later than three (3) working days. If the supervisor is  
38 not working during the time parameters set forth in this paragraph, the time limits for  
39 filing the grievance will automatically extend through the supervisor's first date of  
40 return to work. If the supervisor does not return to work within seven (7) days, the  
41 grievant may present the grievance to the Division Commander/designee at the next  
42 level.  
43

44 At each required meeting between the grievant and the supervisor where a signature  
45 is required of each party, they are required to sign the form. This does not indicate  
46 agreement with any comments on the Grievance Form but merely records that the

1 meeting did occur.  
2

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

16 C. Level 3 - Sheriff /designee: If the grievance is not settled at Level 2 and the grievant  
17 desires to pursue the grievance, within five (5) days of receipt of the Level 2  
18 decision, the grievant will personally present the Sheriff /designee with a copy of the  
19 Grievance Form. Within ten (10) days of the receipt of the grievance, the Sheriff /  
20 designee will meet with the grievant along with the involved Division Commander  
21 and attempt to resolve the matter. The Sheriff /designee will note on the grievance  
22 record his disposition of the matter along with his explanation. The Sheriff /designee  
23 will give the grievant a copy of the decision within seven (7) days.  
24

25 In the event the grievance is not mutually resolved by the parties at this level,  
26 Grievance matters may proceed to Arbitration, if the Union and the employee so  
27 desire.  
28

29 D. GENERAL PROVISIONS - If at any level of this grievance procedure a  
30 recommendation is made satisfactorily resolving the Grievant's request, the  
31 recommendation made by the supervisor will be submitted for the approval or  
32 disapproval to the next level and each succeeding level as set forth in this grievance  
33 procedure. If after review of such decision, a recommendation disapproving the  
34 resolution of the grievance is made, then the grievance will automatically proceed to  
35 arbitration. This revives the grievant's remaining appeal rights.  
36

37 The parties may mutually agree to initiate the grievance procedure at any level,  
38 thereby, skipping unnecessary levels.  
39

40 The parties may mutually agree to consolidate multiple or group grievances.  
41  
42

1  
2 SECTION 9.7 – ARBITRATION  
3

4 On arbitrable matters, the following will apply:  
5

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

1 **ARTICLE 10**

2  
3 **EMPLOYEE DISCIPLINARY PROCEDURE**

4  
5 **SECTION 10.1 - COPIES OF DISCIPLINARY ACTIONS**

6  
7 The Employer will provide the Union with copies of all disciplinary actions 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 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, which, 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 • The employee will be afforded the opportunity to consult with a Union  
29 representative or attorney prior to an interview and will be permitted to have a  
30 Union representative or attorney present at the interview. The opportunity to  
31 consult with a Union representative or attorney or to have the representative  
32 or attorney present at the interview will not unreasonably delay the interview.  
33 The availability of the Union representative or attorney, time of day, etc. will  
34 be taken into consideration when defining "unreasonable delay". An inquiry  
35 during the event in question will not be restricted by issues of prior notice,  
36 representation, or issuance of notice of representation, as provided in this  
37 section.
  - 38
  - 39 • Interviews will take place at the Employer's facilities, or elsewhere if mutually  
40 agreed, unless an emergency exists which requires the interview to be  
41 conducted elsewhere, or by telephone.
  - 42
  - 43 • The Employer will make a reasonable good faith effort to conduct these  
44 interviews during the employee's regular working hours, except for  
45 emergencies.
  - 46

- 1 • The employee is required to answer any questions involving non-criminal  
2 matters under investigation and will be afforded all rights and privileges to  
3 which the employee is entitled under the laws of the State of Ohio or the  
4 United States.
- 5
- 6 • Interviews will be conducted under circumstances devoid of intimidation,  
7 abuse, or coercion.
- 8
- 9 • The employee is entitled to such reasonable intermissions as the employee  
10 requests for personal necessities.
- 11
- 12 • All interviews will be limited in scope to activities, circumstances, events,  
13 conduct or acts that pertain to the incident that is subject of the current  
14 investigation. Any questioning regarding violations outside the scope of the  
15 current investigation may be taken up as a subsequent investigation(s).
- 16
- 17 • If the Employer records the interview, a copy of the complete interview of the  
18 employee, noting all recess periods, will be made available, upon request, to  
19 the employee. If the Employer transcribes any part of any recording, the  
20 employee will be given a copy of the transcription.

#### 21 C. TIME LIMITS

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

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

#### 32 D. TIME LIMIT EXTENSIONS & EXCEPTIONS

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

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

#### 38 E. INVESTIGATION REPORT

1 When an investigation into alleged misconduct of the employee has been  
2 completed, the employee will be furnished a copy of the investigative reports. Upon  
3 written request, the employee will be provided copies of all remaining materials,  
4 including recordings, contained in the investigative files. The Employer will provide  
5 these copies at no cost to the employee. The Employer will also give the employee  
6 the names of all witnesses and complainants involved in the investigation.  
7

### 8 SECTION 10.3 - EMPLOYEE RIGHTS 9

10 In an effort to ensure that investigations are conducted in a manner, that is  
11 conducive to good order and discipline, the employee will be entitled to the  
12 protection of the following:  
13

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

- 1  
2 7. Interviewing will be completed within a reasonable time and will be done  
3 under circumstances devoid of intimidation or coercion. In investigation  
4 interviews, the employee will be afforded an opportunity and facilities to  
5 contact and consult privately with an attorney of employees choosing, before  
6 being interviewed. The employee will be entitled to such intermissions as  
7 employee will request for personal necessities, meals, telephone calls, and  
8 rest periods.  
9  
10 8. The employee will not be threatened with dismissal or other disciplinary  
11 punishment to attempt to obtain employees resignation. This does not  
12 preclude the Employer or the Union from offering resignation as an option to  
13 termination, where appropriate.  
14  
15 9. The employee will not be subject to abusive or offensive language or  
16 intimidation in any manner. No promises or rewards will be made as an  
17 inducement to answer questions.  
18  
19 10. For complaints minor in nature, the employee may sign a form indicating their  
20 wish to waive a formal investigation and move forward to disciplinary action.  
21  
22  
23

24 SECTION 10.4 - COMPLAINT AGAINST EMPLOYEE  
25

- 26 A. All formal complaints filed by a citizen against bargaining unit members will be  
27 submitted by the complainant in the complainants own handwriting and signed  
28 where possible. In those cases where the complainant is unable or unwilling to write  
29 out the complaint, tape recordings of the complaint can be made and retained as  
30 part of the file. This will not preclude the supervisor from taking the complaint either  
31 via written statement, recording or verbally and then reducing it to a synopsis or  
32 summary of the essence of the complaint. Anonymous complaints received by the  
33 Office will be investigated. If during the course of the investigation, the identity of the  
34 complainant becomes known, such information will be provided to the involved  
35 employee upon request.  
36  
37 B. When a complaint is filed more than four (4) months after the date of the alleged  
38 event, and the complaint could not lead to a criminal charge, the accused bargaining  
39 unit member may be ordered to respond to the complaint and to the investigation.  
40 Should this occur the bargaining unit member will not be subject to disciplinary  
41 action for that complaint. The complaint time limit does not include any E.E.O.C.  
42 (Equal Employment Opportunity Commission) or O.C.R.C. (Ohio Civil Rights  
43 Commission) complaint.  
44

45 SECTION 10.5 - FALSE COMPLAINTS  
46

1 If false complaints are alleged to have been made against a member of the  
2 bargaining unit(s), that employee may choose to proceed as a complainant, in a  
3 criminal action against the perpetrator through the court system if a prosecution can  
4 be conducted without impairing the essential confidentiality of, and surrounding  
5 investigation of, the departmental and/or criminal investigation. The Employer will  
6 permit the employee, that time required during employees normal on duty hours, if  
7 necessary, to confer with the appropriate prosecutor on this matter. The Sheriff will  
8 not be a direct party in the prosecution of these allegations.  
9

## 10 SECTION 10.6 - PROGRESSIVE DISCIPLINE

- 11
- 12 A. Progressive discipline is a conservative approach to the disciplinary process. The  
13 intent is to give adequate notice to any employee whose actions are improper and/or  
14 inadequate so that they may improve their performance to acceptable standards.  
15 Progressive discipline, depending on the severity of the violation of the rule,  
16 regulation, policy, procedure or directive, may start at any level of discipline including  
17 demotion or dismissal. Other forms of counseling or instruction will not be  
18 considered discipline.  
19
- 20 B. The following order of progressive discipline, as permitted by the Fair Labor  
21 Standards Act and other State & Federal laws, will ordinarily be followed:  
22
- 23 • Letter of Caution
  - 24 • Letter of Reprimand
  - 25 • Loss of Vacation Time (In less than five (5) days increments.)
  - 26 • Suspension
  - 27 • Working Suspension
  - 28 • Demotion or
  - 29 • Removal
  - 30
- 31 C. The Union may arbitrate any final order or decision of the Sheriff that results in loss  
32 of vacation time, suspension, working suspension, demotion, or discharge.  
33
- 34 If the Union elects to use arbitration, it will start at the Arbitration Level of the  
35 Grievance Procedure.

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 entitlements 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 an employee's personnel file to  
11 outside persons and/or agencies only after review and recommendation to release  
12 said information, by Legal Counsel. Anytime anyone makes a public records  
13 request to receive documents from any bargaining unit member's personnel file, the  
14 bargaining unit member will receive written notification of the request.  
15
- 16 C. Letters of caution will be placed, and remain in the employee's file for six (6) months.  
17 Letters of reprimand will be placed, and remain in the employee's file for one (1)  
18 year. Demotions and suspensions/loss of vacation time will be placed, and remain  
19 in the employee's file for two (2) years. If a second disciplinary action occurs while a  
20 previous action is still in active status, all disciplinary actions will remain in the  
21 employee's file until expiration of the latest disciplinary action. The Personnel  
22 Director will place an employee's active disciplinary action records into the  
23 employee's personnel file. When active disciplinary records expire, the Personnel  
24 Director will place the inactive disciplinary action documents into a sealed file. Such  
25 documents will remain with the employee's personnel file according to current  
26 records retention schedules. These records will remain sealed except when  
27 disclosure is required pursuant to a public records law.  
28
- 29 D. As documents are removed from an employee's personnel file they will be  
30 maintained in accordance with the Montgomery County record retention schedule.  
31
- 32 E. Employees, may annually upon two (2) administrative days prior notice, review items  
33 contained in their personnel file. The employee may be accompanied by another  
34 person of the employee's choice when reviewing the employee's file. If desired, the  
35 employee may copy documents contained in employee's file and will be charged  
36 only for the actual cost of reproducing desired documents.  
37
- 38 F. If the employee is not in agreement with documents contained in employee's file, the  
39 employee may request, in writing, that the Sheriff review specific documents and  
40 delete information found to be inaccurate. If the Sheriff declines to modify the  
41 alleged inaccurate information, the employee may attach an explanatory  
42 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, for the  
7 express purpose of building and maintaining a climate of mutual understanding and  
8 respect and seeking the solution of common problems.  
9  
10 B. The Labor Management Committee will meet at a site agreed to by both parties.  
11  
12 C. The Labor Management Committee will consist of members designated by the  
13 Sheriff to attend on behalf of the Employer and members designated to attend on  
14 behalf of the Union by its Director. Other persons will be permitted to attend only  
15 with the approval of both parties.  
16  
17 D. Minutes of the Labor Management meeting will be made and the Employer will  
18 provide the Union with written copies of these minutes distributed to each section  
19 within fifteen (15) working days following each meeting. The minutes of such  
20 meetings will be approved by both parties prior to being issued.  
21  
22 E. Off duty employees attending scheduled meetings will not be compensated.

1 **ARTICLE 13**

2  
3 **WRITTEN DIRECTIVES**

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

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

16  
17 B. The Employer agrees to provide access for each employee in the bargaining unit, a  
18 copy of all existing rules, directives, policies and procedures as they become  
19 effective.

20  
21 C. Discipline for violations of the established rules, directives, policies and procedures  
22 will be pursuant to the employee disciplinary procedures as incorporated into the  
23 General Orders Manual and this Agreement.

24  
25 D. Prior to implementation of new or changes in existing rules, directives, policies, and  
26 procedures the parties will discuss the rules, directives, policies, and procedures in  
27 the Labor Management Committee, where practical. In other instances, the Sheriff  
28 or the Sheriff's designee will meet with the Union Director or his designee.

1 **ARTICLE 14**

2

3 **IMMUNIZATIONS**

4

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

10

11 C. The Employer will allow employees to donate blood while on duty providing that the  
12 blood program is being conducted in the name of the Montgomery County Sheriff's  
13 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 their employees. The supervisor must correct known  
7 unsafe working conditions promptly. The Employer must see that its employees use  
8 all safety rules and good working methods.  
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 and in each marked cruiser.  
15  
16 D. Employees are responsible for the proper use and care of the equipment and  
17 vehicles provided along with the responsibility of immediately, or as soon as  
18 practical, reporting any unsafe working conditions to the supervisor.  
19  
20 E. The Employer will authorize the wearing of protective hand wear of approved  
21 manufacturer for defensive purposes and/or during inclement weather.  
22  
23 F. Items of safety may be addressed at the Labor Management Committee Meetings  
24 as necessary.  
25  
26 G. The Employer will make every reasonable effort to provide employees with  
27 equipment necessary to protect themselves from communicable or infectious  
28 diseases while performing duty related matters.  
29  
30 H. The Employer will endeavor to maintain a safe ratio of employees to inmates  
31 whenever one or more inmates are removed from the secure area of the  
32 Montgomery County Jail.

1 **ARTICLE 17**

2

3 **IN-SERVICE TRAINING**

4

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

1 **ARTICLE 18**

2

3 **DISTRIBUTION OF THE CONTRACT**

4

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

1 **ARTICLE 19**

2  
3 **UNIFORMS**

- 4  
5 A. The Employer will purchase uniforms, consisting of shirts, pants, sweater, body  
6 armor, jackets, hats, badges, collar brass, buttons, nameplates, service stars/bars,  
7 identification card, and other uniform items approved by the Employer. The  
8 Employer will purchase on an as needed basis, but no more frequent than annually,  
9 one pair of shoes or boots at a cost not to exceed one hundred twenty-five dollars  
10 (\$125.00), or will receive the Department-designated boot.  
11  
12 B. Uniforms will be furnished to those employees assigned to such duty by the Sheriff.  
13  
14 C. Uniforms will be replaced upon reasonable request to the Employer through the  
15 property room. Unserviceable items will be turned in to the Property Room at the  
16 time the new issue is received.  
17  
18 D. Employees whose uniforms are purchased by the Employer will be responsible for  
19 the cleaning and maintenance of their uniform.  
20  
21 E. Employees must return all identification cards, uniforms, badges, patches and  
22 insignias upon concluding employment with the Employer.  
23  
24 F. For the purpose of this section uniforms are considered any item of property issued  
25 to an employee for official use by the Employer.  
26  
27 G. Lieutenants and Sergeants assigned to the Special Investigations Section,  
28 Organized Crime Unit, and the Inspectional Services Unit, whose assignment is not  
29 temporary, are eligible to receive a five-hundred dollar (\$500) clothing allowance.  
30 Employees may receive this benefit one-time only during their employment with the  
31 Sheriff's Office regardless of their rank/classification, or bargaining unit. Additionally,  
32 Lieutenants and Sergeants whose daily assignment requires business attire will  
33 receive a two-hundred fifty dollar (\$250) clothing allowance for subsequent years to  
34 be paid on the first pay period annually.

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 Sheriff, 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 The Sheriff will provide parking spaces for the Sergeants and Lieutenants. The  
21 parking provided will be in the County Parking Garage or be within reasonable  
22 walking distance of the area of assignment.

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 of  
7 positions is vested with the Employer. When making substantial changes in the  
8 duties of the Sergeant or Lieutenant Classification, the Employer will meet and  
9 confer with the Union before implementation.

10

11 B. The hourly base rate of pay assigned to the classifications of Sergeant or Lieutenant  
12 with the Sheriff's Office will be assigned in accordance with the compensation plan  
13 established 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 An Employee Assistance Program will be made available to all employees.

1 **ARTICLE 23**

2  
3 **EMPLOYEE PERFORMANCE EVALUATIONS**

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

8  
9 Evaluations will be done in compliance with the General Orders Manual.

10  
11 B. Results of personnel evaluations will be utilized by the Montgomery County Sheriff's  
12 Office for the following purposes:

- 13  
14
  - Identifying training needs
  - Determining suitability for assignments
  - Facilitating proper decisions regarding probationary employees
  - Assisting the employee with career development
  - Identifying and dealing promptly and fairly with personnel problems.

15  
16  
17  
18  
19  
20 C. Employees covered by this Agreement will be required to sign their evaluation.  
21 Signing means only that the employee has read the evaluation. A copy will be  
22 provided to the employee.

23  
24 D. Employees covered by this Agreement will have their evaluations reviewed and  
25 signed by the rater's supervisor.

26  
27 E. Employees covered by this Agreement will receive a copy of their evaluations after  
28 the Sheriff has reviewed it.

29  
30 F. An ongoing training program will be developed in the proper utilization of the  
31 evaluation process. All employees who are required to perform the function of  
32 evaluating other employees must attend training in this area prior to evaluating  
33 employees.

34  
35 G. Counseling sessions and Employee Performance Improvement Plans will primarily  
36 be used to document job performance, provide direction to improve performance, as  
37 a basis for job evaluations, and/or successful completion of probationary periods.  
38 Such sessions and improvement plans will be used to advise, suggest and  
39 recommend and will not be considered as a form of disciplinary action. Generally,  
40 single documented instances of counseling or issuance of one EPIP will not be the  
41 sole reason for a reduction in the annual evaluation score or the nonselection for a  
42 vacancy or promotional position.  
43  
44

1 EIPs will be maintained twelve (12) months or until the next annual performance  
2 evaluation is received, whichever is longer, after which time it may not be utilized by  
3 the Employer for any personnel decision involving any employee covered by this  
4 Agreement.

1 **ARTICLE 24**

2  
3 **PROMOTIONAL PROCESS**

4  
5 **SECTION 24.1 – SERGEANTS' PROMOTIONAL PROCESS TO THE RANK OF**  
6 **LIEUTENANT**

7  
8 A. Minimum requirements for promotion to the rank of Lieutenant are as follows:

- 9
- 10 • Two (2) years of continuous service with the Montgomery County Sheriff's Office
- 11 in the classification of Sergeant.
- 12
- 13 • Qualified employees desiring to be considered for promotion must submit a letter
- 14 of intent at such time as it may be required.
- 15

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

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

21  
22  
23 Candidates must score at least seventy percent (70%) on the written examination to  
24 be eligible to proceed to the assessment center. The formula used for computing  
25 the seniority points called for in this article is based upon the following table:

26	<b>TOTAL</b>	<b>TOTAL</b>
27	<b>YEARS OF</b>	<b>SENIORITY</b>
28	<b>SERVICE</b>	<b>POINTS</b>
29	1	1.0
30	2	2.0
31	3	3.0
32	4	4.0
33	5	4.6
34	6	5.2
35	7	5.8
36	8	6.4
37	9	7.0
38	10	7.6
39	11	8.2
40	12	8.8
41	13	9.4
42	14+	<u>10.0</u>
43	<b>TOTAL</b>	<b>10.0</b>

1 Seniority will be computed according to time in the rank of Sergeant.

2  
3 The administration of the written examination and the assessment process will be  
4 through a bona fide and reputable testing service. During the term of the current  
5 Agreement, the Employer will utilize the testing services of or referred by the Ohio  
6 Association of Chiefs of Police or Daum and Associates. In the event it is necessary  
7 that the Employer use an alternate service, the Employer will consult with the Union  
8 Director regarding the selection of an alternate testing service.

9  
10 As part of the assessment process the Sheriff or the Sheriff's designee may  
11 participate as an assessor.

12  
13 The final ranking of candidates will be calculated by multiplying the written  
14 examination points by twenty percent (20%), the assessment center points by sixty  
15 percent (60%) and the seniority points by twenty percent (20%). The resulting score  
16 values will be added together.

17  
18 The eligibility list for the rank of Lieutenant will consist of the top five (5) scoring  
19 candidates, in rank order, who have successfully completed the process. When two  
20 or more Sergeants are promoted on the same date to the rank of Lieutenant,  
21 seniority is determined by the order of the employee's ranking on the eligibility list  
22 from which said promotions were made. The eligibility list will remain in effect for  
23 one (1) year with the option of the Employer to extend the list for an additional year  
24 after consultation with the Union Director. Before the expiration date, the Employer  
25 will issue a personnel order indicating the decision to extend or terminate the list.

- 26  
27 C. Candidates will be informed in writing of their written examination score. Candidates  
28 who have participated in the assessment process, will be given an opportunity to  
29 receive feedback about their assessment performance. Where possible,  
30 recommendations for future improvement will be provided.

31  
32 SECTION 24.2 – LIEUTENANTS' PROMOTIONAL PROCESS TO THE RANK OF  
33 CAPTAIN

34  
35 The rank of Captain is a non-classified position and therefore, promotion to Captain  
36 will not be covered by this bargaining Agreement.

1 **ARTICLE 25**

2  
3 **LEAVES OF ABSENCE**

4  
5 **SECTION 25.1 – LEAVE OF ABSENCE**

- 6  
7 A. The Employer may grant leave without pay for illness or injury, for a maximum of  
8 ninety (90) calendar days, after review by the Employer to determine departmental  
9 obligations. In special and meritorious cases the Employer may approve other  
10 requests. Time on such leave of absence without pay will not be counted as time in  
11 service for purposes of determining seniority, sick leave or vacation rights. Such  
12 leave may be extended beyond ninety (90) days upon recommendation of the  
13 Division Commander and approval by the Sheriff. The total unpaid leave days will  
14 not exceed one hundred eighty (180) calendar days. Upon return from such leave,  
15 the employee will be reinstated in the employee's old classification or one of equal  
16 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 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**

- 41  
42 A. Employees may use sick leave, subject to approval of the Employer, for absence  
43 due to personal illness, pregnancy, injury, exposure to contagious disease which  
44 could be communicated to other employees, and for illness or injury of a member of  
45 the immediate family household if the employee's presence is necessary, or death in  
46 the employee's immediate family. Unused sick leave is cumulative without 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 fifty-one (51)  
12 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 hospitalization, follow-up visits due to documented  
15 hospitalization, bereavement leave sick leave utilized due to on-duty illness or injury,  
16 and/or any sick leave utilized for a leave of absence approved under the federal  
17 family medical leave act will not be counted toward the annual fifty-one (51) hour  
18 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, and the estate of employees who die  
33 while employed full-time with Montgomery County will receive cash payment for  
34 accumulated sick leave as follows:  
35

- 36 1. Hours to the employee's credit will be paid at fifty percent (50%) of the  
37 employee's hourly rate at separation.  
38
- 39 2. The maximum hours convertible to cash is not to exceed three thousand  
40 (3,000).  
41

- 42 D. Immediate family, is defined as grandparents, grandparents-in-law, brother, sister,  
43 brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law,  
44 mother, mother-in-law, spouse, child, step-child, grandchild, guardian, or any other  
45 person who stands in place of parent.  
46

1 SECTION 25.3 – PERSONAL ABSENCE LEAVE  
2

3 All employees after completing one (1) year of service will be entitled to three (3)  
4 days of personal leave with pay during each calendar year. If the employee has not  
5 used any sick time, except as set forth in this paragraph, they will receive two (2)  
6 additional days of personal absence leave. An employee using his/her scheduled  
7 work week or less of sick time, during the previous calendar year, is entitled to one  
8 (1) additional day of personal absence leave. Documented hospitalization, follow-up  
9 visits due to documented hospitalizations, bereavement leave, sick leave utilized  
10 due to on-duty illness or injury, and/or sick leave utilized for a leave of absence  
11 approved under the FMLA, will not be counted toward this employees' scheduled  
12 work week.- An employee having accrued 600 hours of available sick time on the  
13 last day of the calendar year and during that calendar year had perfect attendance,  
14 the employee will be entitled to one (1) personal absence day during the next  
15 calendar year. Perfect attendance is defined as no sick leave use. This personal  
16 leave will not be used for a period of less than a duty day. Leave request forms  
17 must be submitted through the chain-of-command. An employee with at least 2000  
18 hours of available sick leave on the last day of the calendar year will be entitled to  
19 one (1) personal absence day during the next calendar year.  
20  
21

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**PA DAY Requirements** **PA Days**

One year of full-time employment	3
Perfect Attendance (no use of sick time, except as set forth in this paragraph)	2
<b>OR</b>	
Use of sick leave equivalent to the employee's scheduled work week	1
Perfect Attendance <b>PLUS</b> 600 hours of accrued sick leave	1
1800 hours of accrued sick leave	1
Maximum possible	7

**SECTION 25.4 - BEREAVEMENT LEAVE**

- A. Bereavement leave will be granted not to exceed one work week (based on the employee's work week schedule) for the funeral of a member of an employee's immediate family. Such leave although deducted from sick leave will be recorded as bereavement leave, will not be used for the purpose of an employee performance evaluation and will not count as an occurrence.
- B. Immediate family, for the purpose of this section, is defined as great grandparents, great grandparents-in-law, grandparents, grandparents-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, guardian or any other person who stands in place of parent.
- C. When the use of bereavement leave becomes necessary, the employee or some member of the employee's immediate family will notify the Records Section by telephone as soon as they have knowledge of the death, but not later than one (1) hour before the normal starting time of the shift. Unless notification is given, no bereavement leave will be approved except in unusual cases and then only after the approval of the division commander.

**SECTION 25.5 - PREGNANCY LEAVE**

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

- 1 B. With her physician's written approval, the employee will be permitted, and expected,  
2 to work as long as she is able to perform the regular duties of her position.  
3
- 4 C. If an employee's Division Commander determines that the Employee is no longer  
5 able to perform the regular duties of the position or other duties which the Employer  
6 needs or desires to have performed, the Division Commander, through  
7 administration, will request a statement from the employee's physician concerning  
8 the employee's ability to perform her duties and request that the physician declare a  
9 specific date for the employee to begin her leave.  
10
- 11 D. During her pregnancy leave of absence, the employee will continue to accrue  
12 service credit towards her pension benefits and other benefits which are based on  
13 length of service provided the employee remains in active pay status and returns to  
14 work at the end of the pregnancy leave herein provided.  
15
- 16 E. Upon completion of a pregnancy leave of absence, the employee will be returned to  
17 the classification that she formerly occupied, provided she has complied with all the  
18 terms of this section and provides a physician's release to full duty.  
19
- 20 F. The starting date of the pregnancy leave of absence will be provided to the  
21 Employer no later than thirty (30) days prior to the commencement of such leave,  
22 except in the case of emergency situations. The employee will be reinstated with full  
23 seniority provided the employee has contacted the Employer within thirty (30) days  
24 after delivery and indicates the date she desires to return to work and that the  
25 employee returns to work no more than one hundred eighty (180) days after  
26 delivery.  
27
- 28 G. If the employee elects to be off work more than ninety (90) days of the one hundred  
29 eighty (180) days, the employee will notify the Employer, in writing, of an intent to  
30 use more than ninety (90) of the one hundred eighty (180) days and will give the  
31 Employer at least thirty (30) days notice prior to the intended date of return.  
32 Maternity leave will be without pay unless the employee elects to use accumulated  
33 vacation or sick leave for this purpose.  
34

35 SECTION 25.6 - EDUCATIONAL LEAVE  
36

- 37 A. An employee may apply for educational leave after the completion of his  
38 probationary period with the Sheriff's Office. Such leave may be granted to  
39 complete or further, up to and including a Bachelors Degree in Police Science,  
40 Police Administration or Criminal Justice from an accredited college.  
41
- 42 1. Leave will be granted in ninety (90) day increments, not to exceed two  
43 hundred seventy (270) days.  
44
- 45 2. Leave must be requested in writing each ninety (90) days.  
46

- 1           3.     The employee must return to work.
- 2
- 3           4.     During the period of the leave, which is without pay, the employee will not
- 4           accrue vacation, sick leave credit or other benefits, including PERS
- 5           contribution by the Employer.
- 6
- 7           5.     Seniority credit for the period of the educational leave will be granted.
- 8
- 9           6.     If educational leave is not granted, the reason for the denial will be in writing
- 10          to the employee.
- 11

#### 12   SECTION 25.7 – MILITARY LEAVE

13           The parties will follow the applicable provision of the Ohio Revised Code regarding

14           military leave.

15

16

#### 17   SECTION 25.8 - WAGE CONTINUATION / TRANSITIONAL DUTY

- 18
- 19   A.     For all issues relating to Wage Continuation/Transitional Duty, the parties agree to
- 20           follow the policies of the B.W.C. and Montgomery County's Risk Management.
- 21
- 22   B.     The Employer will not be liable for the injury of an employee resulting from, or arising
- 23           out of, outside employment, and off the job injuries. Wage Continuation may not be
- 24           used under these circumstances.
- 25
- 26   C.     The Employer reserves the right to withhold benefit payments or take disciplinary
- 27           action, up to and including termination, against any employee who is guilty of
- 28           submitting a false claim for benefits covered in this article or for working for another
- 29           Employer while on Wage Continuation when physically capable of performing in his
- 30           assigned classification.
- 31

#### 32   SECTION 25.9 - JURY DUTY

33

34           Employees will be paid at their regular rate of pay for time spent in Jury Duty,

35           provided that all compensation received from a court for jury service will be paid by

36           the employee to the County Treasurer.

37

#### 38   SECTION 25.10 - LEAVE CONDITIONS

39

40           When employees take any of the above-mentioned leaves of absence, they will

41           receive from the Employer, in writing, notice of all requirements for returning from

42           leave. A copy of said notice will be signed by the employee and placed in the

43           employee's personnel records.

1 **ARTICLE 26**

2  
3 **WAGE RATES AND LONGEVITY**

4  
5 **SECTION 26.1 - DIFFERENTIAL**

- 6  
7 A. Employees of this bargaining unit will receive a rate of pay at least sixteen percent  
8 (16%) greater than the base rate of pay of the next lower classification/rank. The  
9 base rate of pay for Sergeants may not be less than sixteen percent (16%) higher  
10 than the top step of the Deputy Sheriff salary rate schedule. The base rate of pay  
11 for Lieutenants will be calculated on the base rate of pay of Sergeants.  
12  
13 B. In addition to the sixteen percent (16%) differential between Sergeants and  
14 Lieutenants, employees in the classification/rank of Lieutenant will receive an  
15 additional one percent (1%). This is to compensate Lieutenants for the additional  
16 managerial and administrative responsibilities, fewer overtime opportunities, and to  
17 attract qualified candidates for promotion to the classification/rank of Lieutenant.  
18  
19 C. During their probationary periods, employee in both the Sergeants' and Lieutenants'  
20 classification/rank will receive a rate of pay equal to ninety-five percent (95%) of the  
21 base rate of pay for their classification/rank. Upon completion of probation, all  
22 bargaining unit employees shall move to Step 2 of the wage scale.  
23  
24 D. In addition to any other increases set forth in this Article, all bargaining unit members  
25 will receive the following increases to their base rates:  
26  
27 Year one, January 1, 2014 – December 31, 2014: 2.5%  
28  
29 Year two, January 1, 2015 – December 31, 2015: 2.5%  
30  
31 Year three, January 1, 2016 – December 31, 2016: 2.5%

32  
33  
34 **SECTION 26.2 - LONGEVITY**

- 35  
36 A. Supervisors in active pay status, with continuous service with the Montgomery  
37 County Sheriff's Office will be eligible for annual longevity payment according to the  
38 following schedule:  
39  
40 ▪ Supervisors who have completed five (5) years, but less than ten (10) years of  
41 continuous service, on or before November 1, of each calendar year, will  
42 receive a payment of two percent (2.0%) of their base salary that year.  
43  
44 ▪ Supervisors who have completed ten (10) years, but less than fifteen (15)  
45 years of continuous service, on or before November 1, of each calendar year,  
46 will receive a payment of two and one-quarter percent (2.25%) of their base

1 salary each year.  
2

- 3 ▪ Supervisors 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 (2.50%) of their base  
6 salary each year.  
7
- 8 ▪ Supervisors 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-quarter percent (2.75%) of their  
11 base salary each year.  
12
- 13 ▪ Supervisors who have completed twenty-five (25) years or more of  
14 continuous service on or before November 1, of each calendar year will  
15 receive a payment of three percent (3%) of their base salary each year.  
16

17  
18 B. The above payments will be paid in a lump sum on the second payday of November,  
19 in each calendar year.

1 **ARTICLE 27**

2  
3 **HOURS OF WORK AND OVERTIME**

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

6  
7 There are several different forms of scheduling used within the operation of 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 (1.50) times the  
18 regular/straight hourly 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 which  
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 workweek.  
33  
34 D. An employee working their normal scheduled day off will be compensated at the rate  
35 of one and one-half (1.50) their straight time rate for such time worked provided the  
36 employee works their normal work days in the work week or was on approved paid  
37 leave. The Section Commander may adjust schedules for departmental or  
38 employee benefit. An employee who is ordered in on their scheduled day off will be  
39 paid a minimum of four (4) hours overtime pay. An employee ordered in on a  
40 normally scheduled duty day, but at a time other than their normal and prescheduled  
41 work hours and not in conjunction with normal duty hours will receive a minimum of  
42 two (2) hours overtime pay.  
43  
44 E. Reserve Deputies will not be used to fill an overtime condition. Part-time employees  
45 (seasonal and intermittent) will not be used to fill an overtime condition.  
46

- 1 F. The Employer will endeavor to distribute authorized overtime among employees in  
2 each classification within a section on a non-preferential and equal basis. Each  
3 section will establish a seniority list by classifications for overtime assignments when  
4 overtime work is necessary. The individual section overtime call up list may contain  
5 personnel from other sections. The list will begin with the most senior person in the  
6 classification. The most senior person will be offered overtime, followed by those  
7 less senior through the end of the list. The rotating seniority list will apply to  
8 emergency overtime when practical but will not apply to hold-over overtime  
9 situations. The Employer reserves the right to require overtime of employees.  
10 Should it become necessary to require overtime, assignments will begin with the  
11 least senior employee in the job classification in that section. Any employee who  
12 has worked thirteen (13) or more hours in a twenty-four (24) hour period, in any type  
13 of assignment as an employee, and refuses voluntary overtime will remain in the  
14 employee's current position on the overtime call-up list.  
15
- 16 G. The Special Investigation Section will be exempt from the overtime seniority list as  
17 described above.  
18
- 19 Unless an emergency situation, no employee will work over seventeen (17) hours in  
20 a given twenty-four (24) hour period.  
21
- 22 H. Employees ordered by a supervisor to be on stand-by status (specifically receiving  
23 verbal instruction from a supervisor to be available during a specific time period  
24 while off duty), for a period of twenty-four (24) hours or less will be paid at the rate of  
25 straight time of the employee's base rate of pay for two (2) hours, in addition to any  
26 pay earned for responding to the reason for the stand-by status.  
27
- 28 I. Those employees whose names are on the voluntary overtime call up list are  
29 expected to accept some overtime. Personnel refusing overtime six (6) consecutive  
30 times for the same section during a three (3) month period will be removed from the  
31 call up list for that section for a period of three (3) months. Employees may appeal  
32 the termination by submitting a memorandum to the Division Commander. After  
33 three (3) months the employee may submit a memorandum to be placed back on the  
34 call up list.  
35
- 36 J. Hold-over overtime will not be ordered for periods greater than four (4) hours unless  
37 dictated by the operational needs of the office. The operational needs that required  
38 the hold over will be documented by the duty supervisor and submitted to the  
39 Section Commander.  
40

41 SECTION 27.4 - PYRAMIDING

42  
43 There will be no pyramiding of overtime.  
44

45 SECTION 27.5 - SPECIAL EVENTS  
46

- 1 A. Overtime assignments for special events are voluntary. Once an overtime  
2 assignment is accepted, it will be considered part of an employee's work  
3 assignment, except that inability to work based on illness will not require the  
4 employee to use sick leave.  
5  
6 B. The Employer will, where practical, advertise special events to solicit volunteers.  
7 Where there are no special qualifications necessary, or the qualifications of more  
8 than one volunteer are equal, the more senior deputy will be selected to work the  
9 event.  
10  
11 C. In an ongoing special event situation interested and qualified employees will be  
12 rotated by seniority through the overtime slots available.  
13  
14 D. Voluntary overtime does not include holdover assignments, call-in, or late calls near  
15 the end of the shift, which may require follow-up reports.  
16

17 SECTION 27.6 -COMPENSATORY TIME  
18

- 19 A. An employee may choose to take compensatory time in lieu of overtime  
20 compensation if employee indicates such choice on the Overtime Compensation  
21 Form for the tour of duty in which the overtime is worked. Compensatory time will be  
22 credited to the employee at the rate of one and one-half (1½) hours for each  
23 overtime hour worked. When an employee accrues a maximum of fifty-one (51)  
24 hours of Compensatory time employee is expected to use it as soon as staffing  
25 requirements of the section will allow, subject to supervisory approval. In cases of  
26 all overtime accrued except for overtime accrued in the course of training, the  
27 employee may choose whether to take compensatory time in lieu of paid overtime  
28 provided that such compensatory time is taken prior to transfer from the Division in  
29 which it was accrued.  
30  
31 B. Should the employee be transferred from the Division in which the compensatory  
32 time was accrued the employee will be compensated at their straight rate of pay for  
33 unused compensatory time not to exceed the maximum of fifty-one (51) hours.  
34 Employees who have accrued compensatory time will, upon termination of  
35 employment or death, be paid for the unused compensatory time at their rate of  
36 compensation at the time of separation.  
37  
38 C. No more than six (6) consecutive compensatory days will be taken at one time.  
39 Compensatory time requests will be given the same weight as vacation and PA days  
40 and will not be denied unless taking such time would unduly disrupt the operation of  
41 the division. All leave requests submitted for the use of compensatory time must be  
42 submitted and authorized, in writing, no later than three (3) days before the  
43 requested leave date. Supervisors may make exceptions to this time requirement  
44 when the request does not result in scheduling/planning problems.  
45

46 SECTION 27.7 - ROTATING SHIFTS

1  
2 There will be no overtime paid to employees who worked more than eight (8) hours  
3 in a twenty-four (24) hour period while changing from one shift to another, unless  
4 that action has been directed by the Employer.  
5

6 SECTION 27.8 - COURT TIME  
7

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

41 SECTION 27.9 - TRAINING  
42

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

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**SECTION 27.10 - MANDATORY MEETINGS**

Mandatory meetings may only be called by the Sheriff, Chief Deputy or a Division Commander, in writing. Employees required to attend, other than on-duty, will be compensated at their rate of time and one-half for a minimum of two (2) hours, or if the meeting exceeds two (2) hours, for the duration of the meeting.

1 **ARTICLE 28**

2

3 **HOLIDAYS & HOLIDAY PREMIUM PAY**

4

5 **SECTION 28.1 - HOLIDAYS**

6

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

9

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

10

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

17

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

25

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

29

30 **E.** Holidays with pay will be construed as time worked for the purposes of computing  
31 overtime, pursuant to the overtime Article of this Agreement.

32

33 **SECTION 28.2 – HOLIDAY PREMIUM PAY**

34

35 **A.** Employees who are regularly scheduled and work holidays will receive additional  
36 compensation in the amount of their regular/straight hourly base rate of pay for their  
37 normally scheduled work tour/hours on the holiday.

38

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

- 1  
2 C. Employees will be entitled to holiday pay if they work the last scheduled working day  
3 prior to the holiday and after the holiday or are on paid leave. Paid leave will be  
4 defined as approved sick leave, vacation, personal leave, or compensatory time for  
5 the purpose of this Article.  
6  
7 D. Employees who are assigned Monday through Friday with weekends and holidays  
8 off, will receive their regular/straight hourly base rate of pay for their normally  
9 scheduled work tour/hours on the holiday, but will not be eligible for additional  
10 compensation.  
11  
12 E. Employees who are present at their assignment on New Year's Day, Thanksgiving,  
13 or Christmas, will be paid their holiday premium pay at the rate of 1.5 times the  
14 employee's hourly rate. This premium pay will be paid to a maximum of the  
15 employee's scheduled shift hours per holiday and will not be paid in addition to any  
16 other premium rate compensation, e.g. overtime, for their regular/straight time tour of  
17 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:  
11

<b>YEARS OF SERVICE</b>	<b>ANNUAL ACCRUAL</b>	<b>BI-WEEKLY RATES</b>
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

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

19 B. Employees are entitled to compensation at their current rate of pay for any earned  
20 but unused vacation leave to the employee's credit, at the time of separation. In the  
21 case of the death of a Sheriff's employee, the unused vacation leave of any such  
22 employee will be paid in accordance with Section 2113.04 of the Ohio Revised  
23 Code.  
24

25 C. Vacation leave will be taken at such time as the employee and section commander  
26 mutually agree. Vacation leave, excluding the prime vacation period (May 15<sup>th</sup> to  
27 September 15<sup>th</sup>) may be submitted once the annual watch assignment is posted  
28 each year for the subsequent 12 month period. Vacation requests will not be denied  
29 unless it would create a hardship, to the Office or on other employees, or the leave  
30 request would reduce manpower beyond the levels permitted under division/section  
31 guidelines. All leave requests will be submitted and authorized, in writing, no later  
32 than three (3) days before the leave date. Exceptions may be made at the discretion  
33 of the supervisor.  
34

35 D. Vacation leave will not be used for a period of less than two (2) hours.  
36

37 E. Seniority in classification will be used to determine preference for vacation during the  
38 period of May 15<sup>TH</sup> - September 15<sup>TH</sup> each year. Section Commanders will post  
39 vacation schedules by April 1<sup>st</sup> of each year. Employees wishing to exercise  
40 seniority preference for paid leave requests must submit their request by May 1<sup>st</sup> of  
41 each year.

- 1  
2 F. If an employee voluntarily transfers to another shift or section after the approval of a  
3 vacation request, such request must be re-submitted for consideration. Pre-  
4 approved vacations on involuntary transfers will be honored.  
5  
6 G. Vacation time will be considered as time worked for the purposes of computing  
7 entitlement to overtime pay.  
8  
9 H. The Employer will provide employees their accumulated annual vacation, and sick  
10 leave on the bi-weekly pay record.  
11  
12 I. Employees with a vacation leave balance of at least five hundred (500) hours as of  
13 November 1<sup>st</sup> each year, may convert to cash, up to sixty (60) hours vacation leave  
14 from a previous year's vacation leave accumulation. Employees must submit a  
15 memo requesting such vacation-to-cash conversion to the Personnel Director by  
16 November 15<sup>th</sup> each year. The vacation-to-cash conversion will be paid to the  
17 employee in December.

1 **ARTICLE 30**

2  
3 **INSURANCE**

4  
5  
6 **SECTION 30.1 - ELIGIBILITY AND COVERAGE**

- 7  
8 A. All full-time employees will be entitled to participate in the County's group health  
9 program, in accordance with the plans.
- 10  
11 B. Employees may elect to contribute to a Health Savings Account or a Flexible  
12 Spending Account, either the healthcare account or the dependent account or both  
13 by redirecting a portion of their pre-tax income. Such salary redirection will be  
14 subject to all provisions of I.R.S. Chapter 125.
- 15  
16 C. Employees who are laid off may purchase the County's health benefits covered in  
17 this Agreement for two (2) years after date of lay-off. Arrangements for payment will  
18 be made between the employee and the County Benefits Department prior to the  
19 effective date of lay-off.

20  
21 **SECTION 30.2 – PREMIUMS**

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

25  
26 Furthermore, not earlier than December 1, 2014 and no later than December 31,  
27 2014, either party may re-open the contract for the purpose of negotiating the  
28 contributions contained in the Insurance Program for 2015-2016 plan year. The  
29 reopener shall be commenced by the filing of a notice to Negotiate with the State  
30 Employment Relations Board and shall be subject to the statutory impasse  
31 procedures contained in Chapter 4117 of the Ohio Revised Code.

32  
33 Furthermore, not earlier than December 1, 2015 and no later than December 31,  
34 2015, either party may re-open the contract for the purpose of negotiating the  
35 contributions contained in the Insurance Program for 2016-2017 plan year. The  
36 reopener shall be commenced by the filing of a notice to Negotiate with the State  
37 Employment Relations Board and shall be subject to the statutory impasse  
38 procedures contained in Chapter 4117 of the Ohio Revised Code.

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

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

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

**SECTION 30.3 - WAIVER**

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

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

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

1 C. Any employee covered under any County Healthcare Plan, either as an employee or  
2 dependent, will not be eligible to receive the monthly waiver.  
3

4  
5 SECTION 30.4 - LIFE INSURANCE  
6

7 The Employer will provide fifty thousand dollars (\$50,000) of group term life  
8 insurance to all full-time employees in accordance with the terms of the plan or plans  
9 offered by the County. The Employer will pay the entire cost for the Group Term  
10 Plan life insurance. Additionally, the Employer may provide optional supplemental  
11 term insurance that employees may choose to purchase and have the cost thereof  
12 deducted from their normal wages, through payroll deduction.  
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**ARTICLE 31**

**SAVINGS CLAUSE**

- A. This Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment except those addressed in O.R.C., Section 4117.10A or its successor statute. However, any matter properly appealable to any state agency or board, under this Agreement, will follow the regulations of that board or agency.
  
- B. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement will remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to the Agreement will meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision involved.
  
- C. Any or all Articles of this contract may be reopened for negotiations by mutual consent of all parties involved.

**ARTICLE 32**

**DURATION OF CONTRACT**

Except as more specifically set forth in individual Articles of this Agreement, this Agreement will be effective beginning January 1, 2014, and will remain in effect through December 31, 2016.



IN WITNESS WHEREOF, the parties have hereunto set their hands on the 1st day of July, 2014.

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

SERGEANT DAN ADKINS

SERGEANT KURT ALTHOUSE

SERGEANT DENNIS KRUST

SERGEANT TIM TURNER

SERGEANT RANSLEY CREECH

**RESOLUTION NO. 14-0922  
JULY 1, 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 Supervisors – 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.mcoho.org/>

Handwritten initials: JDF

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 1<sup>st</sup> day of July, 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*  
\_\_\_\_\_  
Gayle L. Ingram, Clerk  
Board of County Commissioners  
Montgomery County, Ohio