CONTRACT

Between

MONTGOMERY COUNTY SHERIFF
MONTGOMERY COUNTY, OHIO

AND

Fraternal Order of Police
Ohio Labor Council

Deputies

January 1, 2017 – December 31, 2019
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ARTICLE 1

PREAMBLE

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

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

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

Day: A day is defined as a calendar day.

Working Day: The signing grievant's scheduled "working day". Working day does not include approved vacation, sick leave, personal absence, or compensatory days.
ARTICLE 2

RECOGNITION AND DUES DEDUCTION

SECTION 2.1 - RECOGNITION

A. The Employer hereby recognizes the Fraternal Order of Police, Lodge 104, as the sole and exclusive bargaining agent for negotiating wages, hours, and other terms and conditions of employment for all full-time employees of the Sheriff's Office in the classification of Deputy Sheriff.

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

C. Employees in their initial probationary period as a deputy sheriff are part of the bargaining unit after completion of sixty (60) days employment for the limited coverage of this Agreement for purposes of wages, hours and economic fringe benefits, but not other conditions of employment.

SECTION 2.2 - DUES DEDUCTION

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

B. Such written authorization may be withdrawn at any time by said member by giving written notice of intent to cancel the dues deduction authorization. It is understood that it will not take longer than thirty (30) days from the filing of such written cancellation notice with the Montgomery County Payroll Office to effect such cancellation.

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

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

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

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

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

Employees who are not members of the employee organization will have all rights prescribed in Section 4117.09 (C) of the Ohio Revised Code.
ARTICLE 3

NON-DISCRIMINATION

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

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

C. Allegations of violations of this article may be appealed to the Sheriff/designee only, and may not be subject of a grievance.
ARTICLE 4

UNION BUSINESS

SECTION 4.1 – UNION OFFICERS

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

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

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

The President, Vice President or their designee will be released from their normal duty hours to participate in meetings and discussions with regard to the aforementioned areas without loss of pay, FOP Time, or benefits. However, the employees will provide a seventy-two (72) hour notice whenever possible, so that the Employer can make any necessary scheduling adjustments. The President or Vice-President or their designee will not receive overtime pay to conduct Union business or to process grievances.

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

D. Time used for Union business will be documented by memorandum to the Personnel Director with a copy to the member’s supervisor. The President may be excluded from this documentation requirement, at the option of the Employer.
SECTION 4.2 - NEGOTIATORS

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

B. The Union Negotiations team will consist of the Chief Negotiator (non-employee), the Union President or designated (Union member) representative, and not more than five (5) members of the bargaining unit.

C. The Employer will assign all members of the negotiating team, to day shift for those mutually agreed days contract negotiations and work sessions are scheduled on the member's regular duty day. Team members who attend negotiations on a scheduled day off may adjust their hours, on an hour for hour basis, up to a maximum one duty day per negotiation day, on a regularly scheduled work day, as approved by their Division Commander. Meetings to discuss contract issues, including effects bargaining sessions, do not constitute negotiations under this section.

SECTION 4.3 - INFORMATION

The Employer will inform the Union of new employees via personnel orders. The Employer will forward to the Union any Bargaining Unit employee change of address. Each time the Union amends their constitution and by-laws, the Union will furnish the Employer an updated copy.

SECTION 4.4 - RELEASE TIME FOR UNION MEETINGS/CONFERENCES

The Employer will grant time off for up to four (4) elected Union officers or their designees, who are employees covered in this Agreement, at any one time, for the purpose of attending and/or conducting regular or special Union meetings or Union conferences. Employees will provide a seventy-two (72) hour notice whenever possible, so that the Employer can make any necessary scheduling adjustments for the efficient operation of the office. On January 1st of each year, the Employer will provide the Union a bank of four hundred fifty (450) hours of paid FOP release time, which includes an annual one (1) hour automatic deduction of vacation leave from each bargaining unit employee. Upon written request by the Union by December 15 each year, up to one hundred fifty (150) hours of unused Union leave may be carried over from even-numbered years to odd-numbered years. This section is not intended to limit the number of members attending such meetings.

SECTION 4.5 - GRIEVANCE REPRESENTATIVES

In the case of any disciplinary conferences or grievances, the President/designee will be allowed sufficient time, without loss of pay or benefits if on
duty, to investigate a grievance, schedule meetings, or attend meetings with
the Sheriff/designee. To ensure appropriate staffing levels, the
president/designee must first notify their immediate supervisor of the need to
attend the meeting.

SECTION 4.6 – UNION MEMBERSHIP

The Employer will not interfere with the rights of employees to become
members of the Fraternal Order of Police. The Employer will not discriminate
against employees because of union activity.
ARTICLE 5

MANAGEMENT'S RIGHTS

SECTION 5.1 – RIGHTS OF MANAGEMENT

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

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

SECTION 5.2 – FUNCTIONS OF THE EMPLOYER

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

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

C. In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and will remain, exclusively those of the Employer.
ARTICLE 6

TRANSFERS, TRADES, ASSIGNMENTS AND POSTINGS

SECTION 6.1 – VOLUNTARY TRADES OF ASSIGNMENT

A. All employees in the bargaining unit who desire a change of assignment at anytime other than when a vacancy exists are encouraged to seek a trade of assignments with another qualified employee of the same classification. These assignment trades could be located by word of mouth or by the employee placing a notice of intent on office bulletin boards.

B. Two or more employees of the same classification requesting a trade in assignments will submit a request in memorandum form to the attention of the affected Division Commanders for approval. The memorandum will include the employees' current assignment and the date requested that the assignment trade would become effective.

C. Assignment trades occurring after watch bids of each year would require the trading employees to assume each other's division and watch assignment for the remainder of that year.

D. If a request for a voluntary trade is denied, upon request by the involved employees, a written explanation outlining the reasons for the denial will be provided. The Employer will respond in writing to all requests within ten (10) administrative days of the receipt of the request.

SECTION 6.2 – WATCH ASSIGNMENTS

A. Watch Assignments of Sergeants and Lieutenants will be posted by January 15th.

B. Employees will submit to the Personnel Office a memorandum stating their 1st, 2nd, and 3rd choices of division and watch preference by January 23rd. Assignments will be posted by February 1st. Hours and/or beat assignments of said watch will be assigned by the employee's supervisor.

C. Administration's review of memoranda submitted by all employees for division and watch preferences will consider seniority in current rank/classification, ability, and job performance. The appropriate administrator will provide the employee with a written explanation, upon request, and refer to Section 3, Paragraph A.3 of this article, as to reasons for non-selection.

D. When necessary to transfer an employee involuntarily, (other than on March 1) and the employee's seniority permits, the employee will remain on the same watch. If an opening does not exist on that watch, the transferred
employee may displace the person on that watch who has the least seniority. The resultant displaced employee, if the employee’s seniority permits, may then displace the least senior person on the displaced employee’s second choice of watch. Specialized assignment positions are exempt from such displacements.

SECTION 6.3 – VOLUNTARY ASSIGNMENTS

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

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

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

   • Total time of continuous service within current classification with the Montgomery County Sheriff’s Office.

   • Copies of the last two (2) employee performance evaluations within current classification.

   • Copies of any active disciplinary information, as noted in the employee’s personnel file, including specific violations and disciplinary action taken.

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

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

   • An articulation of the differences in seniority between the employee selected for the position and the employee requesting the written explanation.

   • An articulation of the differences as it relates to ability and job performance of the employee selected for the position and the employee requesting the written explanation.
4. The Employer will contact the selected employee and notify said employee of selection. The transfer will be forwarded to all Divisions via personnel order.

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

SECTION 6.4 – NEW POSITION POSTINGS PERMANENT / TEMPORARY

A. A job posting will occur when the Employer creates a permanent position. Temporary positions created that will exceed forty-five (45) consecutive days will also be posted. The notice will be posted at least ten (10) administrative days so that employees of the same classification may file a memorandum with the Personnel Director indicating a desire to be considered for that position.

B. Administration will review all submitted memoranda and will base the decision of assignment on seniority, ability and job performance criteria from the documents provided by the Personnel Director, who will provide the employee with a written explanation, upon request, of the reasons for non-selection (refer to Section 6.3, Paragraph A.3. of this article).

C. Assignments made to temporary positions for less than a forty-five (45) day duration are made solely at the discretion of the Employer. Temporary assignments greater than forty-five (45) days will not exceed one (1) year in length.

D. Once the employee selected to fill the temporary position is no longer needed to serve in that capacity or is being replaced for other than disciplinary measures or has served in that capacity for the one (1) year period, the individual will be returned to the division and classification to which they were originally assigned.

E. The Employer reserves the right to refuse to consider employees in specialized assignments for the filling of temporary positions.

SECTION 6.5 - DISCIPLINARY TRANSFER

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

SECTION 6.6 - MANAGEMENT RIGHTS
The Employer reserves all rights of transfers; however, all requests under the above section will be considered when making transfer decisions.
ARTICLE 7

SENIORITY AND PROBATIONARY PERIODS

SECTION 7.1 - SENIORITY

A. Seniority, for the purpose of this Agreement, unless otherwise specified, will be defined as an employee’s length of full-time service as a deputy sheriff within the Bargaining Unit, since their last date of hire with the Employer. When more than one (1) employee is sworn as a deputy sheriff on the same day, the employee highest on the deputy sheriff eligibility list shall be most senior.

B. Seniority and the employment relationship ends when an employee resigns, or is discharged for just cause.

C. In April and December each year, the Employer will post, a seniority list of employees by classification. Any discrepancies must be reported in writing to the Personnel Director within ten (10) calendar days of the posting.

SECTION 7.2 - PROBATIONARY PERIODS

A. All employees, including re-hired employees, appointed to the classification of deputy sheriff will be considered as probationary employees and must successfully complete a probationary period before attaining permanent employee status. Any permanent employee who is appointed to the classification of deputy will be considered a promotional probationary employee, and must successfully complete a promotional probationary period before being permanently appointed to the new classification. All probationary employees will be evaluated pursuant to the Employer’s policy.

B. Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed their required probationary period. The probationary period is three hundred sixty-five (365) days. The grievance procedure is not available to employees who are serving their initial probationary period. However, any employee may meet with any level of supervision or administration to discuss a perceived problem.

C. The probationary period required above represents a total cumulative service time, and may be adjusted upward so as to properly allow for any authorized leaves or other approved breaks in service.

D. During the probationary period as a deputy sheriff, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole
discretion of the Sheriff and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be subject of a grievance.

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

SECTION 7.3 – RETURN TO BARGAINING UNIT

A probationary Sergeant will be returned to their previous rank as Deputy Sheriff (voluntarily or involuntarily) with no loss of seniority as long as the promotional probationary period has not been completed.
ARTICLE 8

LAYOFF & RECALL

SECTION 8.1 - LAYOFF

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

B. Affected employees will be given a minimum fourteen (14) calendar day notice of impending layoff.

C. Employees will be laid off in accordance with their seniority in classification as set forth in Article 7.

SECTION 8.2 - RECALL

A. Employees who are laid off will be placed on a recall list for two (2) years. If there is a recall, employees who are still on the recall list will be recalled in the reverse order of their layoff, provided they meet the qualifications in effect when they were originally hired. If a recalled employee is in need of training as required by the Ohio Peace Officer Training Commission, the Employer will ensure the recalled employee receives the needed training. The Employer will not hire new employees to fill bargaining unit positions as long as there are still employees on the two-year recall list who are presently qualified to perform the work in the affected classifications and are willing to be recalled to said classifications.

B. Employees who are eligible for recall will be given fourteen (14) calendar days notice of recall. The notice of recall will be sent to the employee's last known address by certified or registered mail with a copy to the Union. The employee must notify the Sheriff /designee of the employee's intention to return within seven (7) days, after receiving notice of recall. The Sheriff will be deemed to have fulfilled his obligations by mailing the recall notice. It is the obligation and responsibility of the laid-off employee to provide his latest mailing address to the Sheriff /designee.
SECTION 8.3 – APPEAL

A. Layoffs will not be appealable through the State Personnel Board of Review. Layoffs may be appealed through the grievance process beginning at level 3.

B. If a layoff is appealed to Arbitration, the cost of the arbitrator will be split between the Employer and the Union.
ARTICLE 9

GRIEVANCE PROCEDURE

SECTION 9.1 - PURPOSE

A. The Employer and Union support and subscribe to an orderly method of adjusting grievances. For this reason, the following procedure is established. This grievance procedure has as its objective the promotion of good employee relations by providing an orderly appeal process.

B. Informal Discussion - before initiating a formal grievance, the employee and supervisor must have an informal discussion in an attempt to resolve the problem. If no resolution is made, the employee may file a formal grievance.

SECTION 9.2 - DEFINITIONS

A. Administrative Day: An administrative working day is defined as Monday through Friday excluding holidays.

B. Day: A day is defined as a calendar day.

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

D. Grievance: Any dispute that the Union or a bargaining unit member has concerning the interpretation, application, or alleged violation of any provision of this Agreement.

E. Group Grievance: Grievances involving more than one (1) employee who allege a violation or matter for grievance that occurred at the same date and time and who seek the same remedy may file one (1) grievance form listing all their names. All such grievances will be designated as a "group grievance" and they will exclude any other persons not listed by name in the original grievance after the filing date.

SECTION 9.3 - TIME LIMITS TO BE FOLLOWED

All Parties will follow the time limits established in the grievance procedure. If the person filing the grievance, or the Union, fails to present a grievance in time or at the appropriate level, or to advance it to the next level in the time limits prescribed, it will be considered to be withdrawn. If the time procedure is not followed by the supervisor/administration, the grievance will automatically advance to the next level. The time limits established in the grievance procedure may be extended by mutual agreement between the
Employer and the Union; provided the extension is reduced to writing and the period of extension is specific.

SECTION 9.4 - GRIEVANCE FORMS

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

SECTION 9.5 - MEETING ATTENDANCE

A. At any time during the grievance process, the employee or the Employer may have anyone, not to exceed a total of two (2) persons, attend the meetings to answer questions of law or procedure. However, neither side should have the next person present who will hear the grievance, if it is not resolved. The Montgomery County Sheriff’s Office will not pay or compensate the grievant or any person attending on behalf of the grievant.

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

C. Unless otherwise agreed by the parties, grievants must attend scheduled grievance meetings. If the grievant fails to attend the grievance meeting without good cause the grievance will be considered withdrawn.

SECTION 9.6 - GRIEVANCE PROCESS

A. Level 1- Supervisor/Lieutenant: An employee who desires to file a formal grievance must meet with the supervisor who caused the employee's grievance. This meeting must occur within seven (7) employee working days following the events that caused the grievance or the date the employee first reasonably should have known of the events that caused the grievance, but in no event, more than fourteen (14) employee work days after the events that caused the grievance. At the beginning of this meeting a completed Grievance Form documenting the employee's grievance is to be presented to the supervisor, thus initiating the grievance procedure. The grievance will be discussed at this meeting. Verification of such meeting will be noted by the supervisor on the Grievance Form and signed by both the grievant and the supervisor. The supervisor will indicate on the Grievance Form what recommendation was made, an explanation of that recommendation, and whether or not an agreement was reached. Upon completion of this meeting, the supervisor will give the grievant a copy of the Grievance Form. The supervisor will forward the original Grievance Form to Level 2. The Level 1 response is to be completed in one (1) working day if possible, but no later than three (3) working days. If the supervisor is not working during the time
parameters set forth in this paragraph, the time limits for filing the grievance
will automatically extend through the supervisor's first date of return to work.
If the supervisor does not return to work within seven (7) days, the grievant
may present the grievance to the supervisor at the next level.

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

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

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

Note: The parties may mutually agree to initiate the grievance procedure at
any level, thereby, skipping unnecessary levels. Bargaining Unit
members whose employment has been terminated will be considered
employees for the purpose of filing a grievance over the termination.

SECTION 9.7 - ARBITRATION
If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within fourteen (14) days after receipt of the Sheriff's/designee's decision in Level 3. The Union will immediately inform the Employer, in writing, of their intent to arbitrate the matter. The Employer will request the American Arbitration Association, to submit a list of nine (9) arbitrators. Both the Employer and the Union will have the right to strike four (4) arbitrators from the list. The parties will alternate striking the first arbitrator. Alternatively, the parties may mutually agree to an arbitrator. Except as otherwise specified by this Agreement, the rules of the American Arbitration Association will apply. All arbitration hearings will be held in Dayton, Ohio (unless the parties mutually agree otherwise).

Either party may raise the issue of arbitrability of a grievance either at the hearing or prior to the hearing. In the event that the issue of arbitrability is raised, the parties agree that arbitrability will be the initial matter determined by an arbitrator prior to submission of the matter on its merits. The arbitrator will act in a judicial, not legislative capacity and will have no right to recommend or amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator will only consider and make a decision with respect to the specific issue submitted and will have no authority to make a decision on any issue not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, the arbitrator will fashion an appropriate remedy. The arbitrator will submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension.

The fees and expenses of the arbitrator will be divided equally between the county and the Union. In all cases, each party will be responsible for compensating its own representatives and non-employee witnesses.

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

Employees required to attend any arbitration hearing will be permitted to do so during the Employee's normal working hours.

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

PRE-ARBITRATION EXCHANGE
Upon request of either party, the parties will exchange a list of witnesses and copies of documents intended to be presented in an arbitration hearing. The exchange will occur at least thirty (30) calendar days in advance of the arbitration date(s).
ARTICLE 10

EMPLOYEE DISCIPLINARY PROCEDURE

SECTION 10.1 - COPIES OF DISCIPLINARY ACTIONS

The Employer will provide the Union with copies of all disciplinary actions within ten (10) days after they are issued. As used in this section, disciplinary actions will be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, and termination notices against a member of this bargaining unit. The employer will not publish blue sheets regarding an individual member's disciplinary action unless it involves a suspension of ten (10) days or more.

SECTION 10.2 - INVESTIGATION OF ALLEGED MISCONDUCT

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

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

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

- The employee will be informed prior to the interview, if known by the Employer, whether the employee is the focus of, or witness in, the investigation.

- An employee who is the focus of an investigation will be informed in writing of the nature of the investigation and the allegations.

- The employee will be afforded the opportunity to consult with a Union representative or attorney prior to an interview and will be permitted to have a Union representative or attorney present at the interview. The opportunity to consult with a Union representative or attorney or to have the representative or attorney present at the interview will not
unreasonably delay the interview. The availability of the Union
representative or attorney, time of day, etc. will be taken into
consideration when defining "unreasonable delay."

- Interviews will take place at the Employer's facilities, or elsewhere if
mutually agreed, unless an emergency exists which requires the
interview to be conducted elsewhere, or by telephone.

- The Employer will make a reasonable good faith effort to conduct
these interviews during the employee's regular working hours, except
for emergencies.

- The employee is required to answer any questions involving non-
criminal matters under investigation and will be afforded all rights and
privileges to which the employee is entitled under the laws of the State
of Ohio or the United States.

- Interviews will be conducted under circumstances devoid of
intimidation, abuse, or coercion.

- The employee is entitled to such reasonable intermissions as the
employee requests for personal necessities.

- All interviews will be limited in scope to activities, circumstances,
events, conduct or acts that pertain to the incident that is subject of the
current investigation. Any questioning regarding violations outside the
scope of the current investigation may be taken up as a subsequent
investigation(s).

- If the Employer records the interview, a copy of the complete interview
of the employee, noting all recess periods, will be made available,
upon written request, to the employee. If the Employer transcribes any
part of any recording, the employee will be given a copy of the
transcription.

C. TIME LIMITS

After an employee is officially notified in writing and provided a summary of
exact details of an investigation, the investigator will have thirty (30) employee
working days to complete the investigation. The Employer will then have
fifteen (15) employee working days to recommend disciplinary action if
necessary, and to serve formal charges. The Employer will then have twenty
(20) employee working days to hold a pre-discipline conference and issue any
disciplinary action.
If the time limit expires and formal charges have not been filed, or no disciplinary action is recommended, or the employee has not had a pre-disciplinary conference, no disciplinary action will be taken.

D. TIME LIMIT EXTENSIONS & EXCEPTIONS

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

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

E. INVESTIGATION REPORT

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

SECTION 10.3 - EMPLOYEE RIGHTS

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

1. Every employee who becomes the subject of an internal investigation will be advised at the time of any interview that the employee is the focus of: (specify those that apply)
   • a criminal offense
   • misconduct that would be grounds for termination, suspension, or other disciplinary action, and/or that the employee may not be qualified for continued employment with the employer.

2. Any employee who becomes the subject of a criminal or administrative investigation may have legal counsel and/or a Union representative present during all interviews. This representation is confined to counseling.
3. The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

4. The employee will be informed in writing as to whether the employee is a witness or the focus of the investigation before it commences. If the employee is the focus, employee will be apprised in writing of the allegations of such complaint before any interview commences.

5. The interview of any employee will be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Whenever possible, interviews will be scheduled during the normal working day of the employee.

6. The employee or Employer may request that an interview be recorded. If recorded, the Employer will record the interview with the employee having the option to do likewise. There can be no "off the record" questions. Upon request, the employee under investigation will be provided an exact copy of any written statement the employee has signed, or a verbatim transcript of any interview that has been transcribed.

7. Interviewing will be completed within a reasonable time and will be done under circumstances devoid of intimidation or coercion. In all investigation interviews, the employee will be afforded an opportunity and facilities to contact and consult privately with an attorney of employees choosing, before being interviewed. The employee will be entitled to such intermissions as the employee will request for personal necessities, meals, telephone calls, and rest periods.

8. The employee will not be threatened with dismissal or other disciplinary punishment to attempt to obtain employee's resignation. This does not preclude the Employer or the Union from offering resignation as an option to termination, where appropriate.

9. The employee will not be subject to abusive or offensive language or intimidation in any manner. No promises or rewards will be made as an inducement to answer questions.

10. For complaints minor in nature, the employee may sign a form indicating their wish to waive a formal investigation and move forward to disciplinary action.

SECTION 10.4 –COMPLAINT AGAINST EMPLOYEE
A. All formal complaints filed by a citizen against bargaining unit members will be submitted by the complainant in the complainant's own handwriting and signed where possible. In those cases where the complainant is unable or unwilling to write out the complaint, recordings of the complaint can be made and retained as part of the file. This will not preclude the supervisor from taking the complaint either via written statement, recording or verbally and then reducing it to a synopsis or summary of the essence of the complaint. Anonymous complaints received by the office will be investigated. The Employer will not take disciplinary action unless the complaint is supported by corroborative evidence. If during the course of the investigation, the identity of the complainant becomes known, such information will be provided to the involved employee upon request.

B. When a complaint is filed more than four (4) months after the date of the alleged event, and the complaint could not lead to a criminal charge, the accused bargaining unit member may be ordered to respond to the complaint and to the investigation. Should this occur the bargaining unit member will not be subject to disciplinary action for that complaint. The complaint time limit does not include any E.E.O.C. (Equal Employment Opportunity Commission) or O.C.R.C. (Ohio Civil Rights Commission) complaint.

SECTION 10.5 - FALSE COMPLAINTS

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

SECTION 10.6 - PROGRESSIVE DISCIPLINE

A. All discipline will be for just cause. Progressive discipline is a conservative approach to the disciplinary process. The intent is to give adequate notice to any employee whose actions are improper and/or inadequate so that they may improve their performance to acceptable standards. Progressive discipline, depending on the severity of the violation of the rule, regulation, policy, procedure or directive, may start at any level of discipline including demotion or dismissal. Other forms of counseling or instruction shall not be considered discipline.

B. The following order of progressive discipline, as permitted by the Fair Labor Standards Act and other state & federal laws, will ordinarily be followed:
• Letter of Caution
• Letter of Reprimand
• Suspension
• Demotion OR
• Removal

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

D. The Union may appeal any final order or decision of the Sheriff that results in suspension, demotion, or discharge.
ARTICLE 11

PERSONNEL RECORDS

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

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

C. Letters of Caution will be placed, in the employee's personnel file and remain in full force and effect for six (6) months from the date of issuance, Letters of Reprimand will be placed, in the employee's personnel file and remain in full force and effect for one (1) year from the date of issuance. Suspension Orders and Demotion Orders will be placed, in the employee's personnel file and remain in full force and effect for two (2) years from the date of issuance. If a second disciplinary action occurs while a previous action is still in full force and effect, all disciplinary actions will remain active until expiration of the latest disciplinary action. The Personnel Director will place an employee's active disciplinary action records into the employee's personnel file. These records will remain pursuant to a public records law.

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

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

F. If the employee is not in agreement with documents contained in employee's file, the employee may request, in writing, that the Sheriff review specific documents and modify information found to be inaccurate. If the Sheriff declines to modify the alleged inaccurate information, the employee may attach an explanatory memorandum to the document, detailing the alleged inaccuracies.
ARTICLE 12

LABOR MANAGEMENT COMMITTEE

A. In the interest of sound Employer/employee relations, joint committees of Management and Labor representatives will convene on an as-needed basis, but no more frequently than once monthly, or as mutually agreed, for the express purpose of building and maintaining a climate of mutual understanding and respect; and seeking the solution of common problems.

B. The Labor Management Committee will meet at a site agreed to by both parties.

C. The Labor Management Committee will consist of members designated by the Sheriff to attend on behalf of the Employer and employees designated to attend on behalf of the Union. Other persons will be permitted to attend only with the approval of both parties.

D. The Union will provide the Employer a meeting agenda and a list of persons attending at least seven (7) calendar days prior to the meeting.

E. Minutes of the Labor Management meeting will be made and the Employer will provide the Union with written copies of these minutes, distributed to each section, within twenty-one (21) calendar days following each meeting. The minutes of such meetings will be approved by both parties prior to being issued.

F. Off duty employees attending scheduled meetings will not be compensated.
ARTICLE 13

WRITTEN DIRECTIVES

A. When new rules, directives, policies, and procedures are established or existing rules, directives, policies, and procedures are changed, they will be incorporated into the Sheriff's Office Written Directives System as specified in the General Orders Manual. The rules, policies and procedures will be distributed by means determined by the employer which may include electronic distribution. No employee will be held accountable for new or revised rules, directives, policies, and procedures until such time as they have been reviewed and signed off on. This does not preclude the employee from the responsibility of complying with a lawful order of a supervisor relating to a change in rules, directives, policies, and procedures, regardless of how it is communicated.

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

C. Discipline for violations of the established rules, directives, policies and procedures will be pursuant to the employee disciplinary procedures as incorporated into General and/or Special Orders and this Agreement.

D. Prior to implementation of new or changes in existing rules, directives, policies, and procedures the parties will discuss the rules, directives, policies, and procedures in the Labor Management Committee, where practical. In other instances, the Sheriff /designee will meet with the Union President /designee.
ARTICLE 14

IMMUNIZATIONS

The Employer will provide as promptly as possible to all employees in the Montgomery County Sheriff's Office all medically recommended and necessary immunization shots or other medications used for the purpose of immunizations for infectious diseases encountered while on duty. The Employer will notify all employees of the recommended medical immunizations.
ARTICLE 15

BLOOD DONORS

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

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

C. The Employer will allow employees to donate blood while on duty providing that the blood program is being conducted in the name of the Montgomery County Sheriff's Office at the Employer's facility.
ARTICLE 16

SAFETY

A. It is the responsibility of the Employer to provide safe working conditions, equipment, and working methods for its employees. The supervisor must correct known unsafe working conditions promptly. The Employer must see that its employees use all safety rules and good working methods.

B. It is the duty of all employees to use appropriate safety equipment and follow safety rules and safe working methods.

C. The Employer will provide and maintain at least one (1) fully stocked first aid kit and personal protective equipment kit in each section and in each marked cruiser.

D. Employees are responsible for the proper use and care of the equipment and vehicles provided along with the responsibility of immediately reporting any unsafe working conditions to the supervisor.

E. The Employer will authorize the wearing of protective hand wear of approved manufacturer for defensive purposes and/ or during inclement weather.

F. The Employer will make every reasonable effort to provide employees with equipment necessary to protect themselves from communicable or infectious diseases while performing duty related matters.

G. The Employer will endeavor to maintain a safe ratio of employees to inmates whenever one or more inmates are removed from the secure area of the Montgomery County Jail.
ARTICLE 17

IN-SERVICE TRAINING

In a continuous effort to maintain high quality in-service training, employees are encouraged to submit recommendations for training through the chain-of-command.
ARTICLE 18

DISTRIBUTION OF THE CONTRACT

A. The Employer agrees to make the current contract available electronically to all current and new employees.
ARTICLE 19

UNIFORMS

A. The Employer will provide uniforms, consisting of shirts, pants, sweater, body armor, jacket, hats, badges, collar brass, buttons, nameplates, service stars/or bars, identification card, and other uniform items approved by the Sheriff. The Employer will provide sweaters to those employees assigned to Road Patrol or Transportation. Deputy Sheriffs, after successful completion of the probationary period, may have four (4) short sleeve shirts, four (4) long sleeve shirts, and four (4) pair of pants. The Employer will purchase on an as needed basis, but no more frequent than every other year, one pair of shoes or boots at a cost not to exceed two hundred fifty dollars ($250).

B. Uniforms will be furnished to those employees assigned to such duty by the Sheriff.

C. Uniforms will be replaced upon reasonable request to the Employer through the property room. Unserviceable items will be turned in to the property room at the time the new items are received.

D. Employees whose uniforms are purchased by the Employer will be responsible for the cleaning and maintenance of their uniform.

E. Employees must return all identification cards, uniforms, badges, patches and insignias upon concluding employment with the office.

F. For the purpose of this section uniforms are considered any item of property issued by the Employer, to an employee for official use.

G. Employees who become Detectives, and whose assignment is not temporary, are eligible to receive a five hundred dollar ($500) clothing allowance one-time only during their employment with the Sheriff's Office. Detectives whose daily assignment requires business attire will receive a four hundred fifty dollar ($450) clothing allowance annually for subsequent years to be paid on the first pay period.

H. When employees supply evidence that they sustained damage to personal property while performing their duties, e.g., apprehending a suspect, processing a crime scene, etc., the Employer will reimburse the employee for the cost of necessary repairs or replacement up to a maximum of two hundred dollars ($200.00) per year, but no more than $25.00 for jewelry including watches. This provision does not apply to damage that occurs as a result of an accident, willful misuse, horseplay, negligence on the part of the employee, or normal wear and tear.
The employee will present the damaged property for the Employer's inspection before the repair or replacement of the property. Repair or replacement of the property will be at the Employer's option. Any court ordered restitution received by employees as compensation for damage to the personal property will be remitted to the Employer, up to the amount paid by the Employer.

I. Any personal firearms that have been approved by the Sheriff to be carried while acting in the capacity as a Deputy Sheriff that is taken as evidence resulting from an incident while working in the capacity of a Deputy will be replaced by the Sheriff at no cost to the employee up to $1,000. For the purpose of this section, replacement will be with the same make and model, when possible, or that of equal quality as approved by the affected deputy along with all approved accessories.
ARTICLE 20

MILEAGE AND PARKING

SECTION 20.1 - MILEAGE

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

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

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

SECTION 20.2 - PARKING

The Union will have fourteen (14) parking slots at a 50% discount in the County Parking Garage. The slots will be allocated by the Union for its use. The Union will establish such procedures and enforcement measures as deemed necessary. All complaints pertaining to parking will be addressed with the President of Lodge 104.
ARTICLE 21

CLASSIFICATION

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

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

C. Concerns regarding the classification of Deputy Sheriff may be discussed at the Labor Management Committee Meetings.
ARTICLE 22

EMPLOYEE WELLNESS

An Employee Assistance Program is available to all employees.
ARTICLE 23

EMPLOYEE PERFORMANCE EVALUATIONS

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

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

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

- 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.

C. Employees covered by this Agreement will be required to sign their evaluation. A signature means only that the employee has read the evaluation. A copy will be provided to the employee.

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

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

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

G. Counseling sessions and employee performance improvement plans (EPIP) will be used to document job performance, provide direction to improve performance, as a basis for job evaluations, and/or successful completion of probationary periods. Such sessions and improvement plans will be used to advise, suggest and recommend and will not be considered as a form of disciplinary action. Single documented instances of counseling or issuance of one EPIP will not be the sole reason for a reduction in the annual evaluation score or the non-selection for a vacancy or promotional position. EPIPs will be maintained up to twelve (12) months or until the next annual performance evaluation, after which time it may not be utilized by the Employer for any personnel decision involving any employee covered by this agreement.
ARTICLE 24

PROMOTIONAL PROCESS

SECTION 24.1 – PROMOTIONAL PROCESS TO THE RANK OF SERGEANT

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

- Five (5) years of continuous service with the Montgomery County Sheriff's Office in the classification of Deputy Sheriff with successful completion of the Road Patrol Field Training Officer Program.

- Qualified Deputies desiring to be considered for promotion must submit a letter of intent at such time as it may be required.

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

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<th>Component</th>
<th>Weight</th>
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<td>Written Examination Score</td>
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<tr>
<td>Assessment Center Score</td>
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<tr>
<td>Seniority Points Score</td>
<td>20%</td>
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<td>Final Ranking</td>
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C. Candidates must score at least seventy percent (70%) on the written examination to be eligible to proceed to the assessment center. Candidates must score at least seventy percent (70%) on the assessment center to continue in the promotional process.

The administration of the written examination and the assessment process will be through a bona fide and reputable testing service. The Employer will consult with the Bargaining Unit Chair regarding the selection of testing services and then notify them of the selection.
The method used for computing the seniority points called for in this article is based upon the following table:

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<tr>
<th>TOTAL YEARS OF SERVICE</th>
<th>TOTAL SENIORITY POINTS</th>
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TOTAL
Maximum 20

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

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

The eligibility list for the rank of Sergeant will consist of the top ten (10) scoring candidates, in rank order, who have successfully completed the process. When two or more Deputies are promoted on the same date to the rank of Sergeant, seniority is determined by the order of the employee’s ranking on the eligibility list from which said promotions were made. The eligibility list will remain in effect for one (1) year with the option of the Employer to extend the list for an additional year after consultation with the Union. Before the expiration date, the Employer will issue a personnel order indicating the decision to extend or terminate the list.
D. Candidates will be informed in writing of their written examination score. Candidates who have participated in the assessment process will be given an opportunity to receive feedback about their assessment performance. Where possible, recommendations for future improvement will be provided.

SECTION 24.2 – PROCESS ATTENDANCE

Employees participating in the promotional process who are on duty will be excused from duty to take the written exam and attend the assessment center. Any employee off duty or on a scheduled day off will attend on their own time without compensation. The Employer, except during emergency situations will honor leave requests from employees who are participating in the promotional process, and who are working the shift immediately before the written exam and/or assessment process.
ARTICLE 25

LEAVES OF ABSENCE

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

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

B. If an employee desires to return before the expiration of their leave of absence without pay, the employee may do so after giving the Employer at least seven (7) day notice of the employee's desire to return.

C. If the employee on leave of absence without pay fails to return to work at the expiration or cancellation of a leave of absence without first securing an extension before the expiration date of such leave, the employee may be deemed to be absent without leave, and may be disability separated pursuant to Ohio Administrative Code 123:1-30 et al.

D. If an employee requests leave of absence without pay for medical reasons, the employee will submit a physician's certificate stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of a leave of absence without pay for medical reasons, an additional physician's certification will be required; which shall contain the information listed above.

E. Information regarding types of leave (i.e., pregnancy, adoption, foster care, medical care, spousal leave, etc.), requirements needed for application and granting of leave, and rights and responsibilities of employees/Employer under the Federal Family and Medical Leave Act of 1993 can be obtained by contacting the Personnel Director or by consulting the required posted notices regarding the Act.

SECTION 25.2 – SICK LEAVE

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

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

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

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

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

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

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

For the purpose of this section, abuse may include:

1. Any violation of the provisions of this Article.
2. Failure to properly or timely notify the Employer of any sick leave absence.
3. Failure to properly or timely complete required sick leave forms.
4. Failure to provide any practitioner's statement or other documentation when required to do so.
5. Use or attempted use of any fraudulent practitioner's statement or other document.
6. Any use or attempted use of sick leave for any reason other than the intent and purpose of this Article.
7. Pattern or continued use or abuse of sick leave including, but not limited to, the following:
   a. Absence immediately prior to or immediately following the employee's scheduled days off.
   b. Absence immediately prior to or immediately following any paid vacation leave.
   c. Absence during the pay period that includes a scheduled overtime shift or partial shift.
   d. Absence on the day following a pay day.
   e. Absence on the same day of the week or absence on weekend days.
   f. Partial day absences.
   g. Continued pattern of maintaining a sick leave balance of thirty-two (32) hours or less.

C. Employees who have applied for and found to be eligible to receive a Medical Benefits or Service retirement benefits from the Public Employees Retirement System at the time of separation, and the estate of employees who die while employed full-time with Montgomery County will receive cash payment for accumulated sick leave as follows:

1. Hours to the employee's credit will be paid at fifty percent (50%) of the employee's hourly rate at separation.

2. The maximum hours convertible to cash is not to exceed three thousand (3,000).

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

D. Immediate family, for the purposes of this section, is defined as great-grandparents, grandparents, great-grandparents-in-law, 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. Relatives and family members not specifically listed in this section are not considered immediate family.
SECTION 25.3 – PERSONAL ABSENCE LEAVE

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

**PA DAY Requirements**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>PA Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year of full-time employment</td>
<td>3</td>
</tr>
<tr>
<td>Perfect Attendance (No occurrences)</td>
<td>2</td>
</tr>
<tr>
<td>OR</td>
<td></td>
</tr>
<tr>
<td>Two or less occurrences</td>
<td>1</td>
</tr>
<tr>
<td>Perfect Attendance PLUS 600 hours of accrued sick leave</td>
<td>1</td>
</tr>
<tr>
<td>1800 hours of accrued sick leave</td>
<td>1</td>
</tr>
<tr>
<td>Maximum possible</td>
<td>7</td>
</tr>
</tbody>
</table>

SECTION 25.4 - BEREAVEMENT LEAVE

A. Bereavement leave will be granted not to exceed five (5) consecutive working days (or four (4) consecutive working days if the employee is on a 4-10 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 and will not be used for the purpose of an employee performance evaluation, and will not count as an occurrence. Should the employee not have an adequate amount of sick time to cover all or part of the leave allotted for this section, the employee may, at their discretion, use accrued vacation time.

B. Immediate family, for the purpose of this section, is defined as great-grandparents, grandparents, great-grandparents-in-law, 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. Relatives and family members not specifically listed in this section are not considered immediate family.

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, 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 NOTIFICATION AND MATERNITY 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.

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

C. If an employee's Division Commander determines that the employee is no longer able to perform the regular duties of the position or other duties which the employer needs or desires to have performed, the Division Commander, through administration, will request a statement from the employee's physician concerning the employee's ability to perform her duties and request that the physician declare a specific date for the employee to begin her leave.

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

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

F. The starting date of the maternity leave of absence will be provided to the Employer no later than thirty (30) days prior to the commencement of such leave, except in the case of emergency situations. The employee will be reinstated with full seniority provided the employee has contacted the employer within thirty (30) days after delivery and indicates the date she desires to return to work and that the employee returns to work no more than one hundred eighty (180) days after delivery.
SECTION 25.6 - EDUCATIONAL LEAVE

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

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

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

3. The employee must return to work.

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

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

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

SECTION 25.7 - MILITARY LEAVE

The parties will follow the applicable provision of the Ohio Revised Code regarding military leave.

SECTION 25.8 - WAGE CONTINUATION / TRANSITIONAL DUTY

A. For all issues relating to Wage Continuation/Transitional Duty, the parties agree to follow the policies of the BWC and Montgomery County's Risk Management.

B. The Employer will not be liable for the injury of an employee resulting from, or arising out of, outside employment, and off the job injuries. Wage Continuation may not be used under these circumstances.

C. The Employer reserves the right to withhold benefit payments or take disciplinary action, up to and including termination, against any employee who is guilty of submitting a false claim for benefits covered in this article or for working for another employer while on Wage Continuation when physically capable of performing in his/her assigned classification.

SECTION 25.9 - JURY DUTY
Employees will be paid at their regular rate of pay for on-duty time spent in Jury Duty, provided that all compensation received from a court for jury service will be paid by the employee to the County Treasurer.
ARTICLE 26

WAGES

SECTION 26.1 - PAY INCREASES

A. Effective January 1, 2017 wages will increase two and one half percent (2.5%). During this calendar year employees not currently at the top of the wage scale shall be permitted to move one (1) step on their classification hire date.

B. Effective January 1, 2018 wages will increase two and one half percent (2.5%). During this calendar year, employees not currently at the top of the wage scale shall be permitted to move one (1) step on their classification hire date.

C. Effective January 1, 2019 wages will increase two and one half percent (2.5%). During this calendar year, employees not currently at the top of the wage scale shall be permitted to move one (1) step on their classification hire date.

SECTION 26.2 - PREMIUM PAY

For this contract period the following premium pay apply:

- All Deputies assigned as Canine Handlers will be paid a premium of seventy-two cents ($.72) hourly, when in active pay status.

- All Deputies assigned as Evidence Technicians, not to exceed twelve (12), will be paid a premium of twenty-four cents ($.24) hourly, when in active pay status.

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

SECTION 26.3 - LONGEVITY

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

Employees who have completed five (5) years, but less than ten (10) years of continuous service, on or before November 1st of each calendar year will receive a payment of two percent (2%) of their base hourly rate.
Employees who have completed ten (10) years, but less than fifteen (15) years of continuous service, on or before November 1\textsuperscript{st} of each calendar year will receive a payment of two and one quarter percent (2.25\%) of their base hourly rate.

Employees who have completed fifteen (15) years, but less than twenty (20) years of continuous service, on or before November 1\textsuperscript{st} of each calendar year will receive a payment of two and one half percent (2.5\%) of their base hourly rate.

Employees who have completed twenty (20) years, but less than twenty-five (25) years of continuous service on or before November 1\textsuperscript{st} of each calendar year will receive a payment of two and three quarter percent (2.75\%) of their base hourly rate.

Employees who have completed twenty-five (25) years or more of continuous service on or before November 1\textsuperscript{st} of each calendar year will receive a payment of three percent (3\%) of their base hourly rate.

B. The above payments will be paid in a lump sum on the second pay day of November in each calendar year, except that all overtime payment attributable to longevity pay will be paid on or before the end of the first quarter of the subsequent year.

C. The parties agree that longevity and any additional salary contained herein will be included in the overtime rate per FLSA.
ARTICLE 27

HOURS OF WORK AND OVERTIME

SECTION 27.1 - HOURS OF WORK

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

SECTION 27.2 - DEFINITION OF DAY

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

SECTION 27.3 - OVERTIME PAY

A. Pay for overtime worked will be at the rate of one and one-half (1.50) times the regular/straight hourly base rate of pay.

1. Employees are not permitted to work overtime without the authorization and/or approval of a supervisor.

2. All requests for overtime must be submitted on the Compensation Request Form with all appropriate signatures.

B. Employees assigned to rotating shifts, who are assigned to work schedules which average forty (40) hours per week, will be eligible for overtime pay only for that time worked in excess of an average forty (40) hour work week as established by a rotating shift schedule.

C. Employees who work a standard forty (40) hour week shall be eligible for overtime pay only for that time worked in excess of the standard will forty (40) hour work week.

D. An employee working their normal scheduled day off will be compensated at the rate of one and one-half (1.50) their straight time rate for such time worked provided the employee works their normal work days in that work week or was on paid leave. The Section Commander may adjust schedules for departmental or employee benefit. Any employee who is ordered in on their scheduled day off will be paid a minimum of four (4) hours overtime pay. Employees ordered in on a normally scheduled duty day, but at a time other than their normal and prescheduled work hours and not in conjunction with normal duty hours will receive a minimum of two (2) hours overtime pay. This provision does not apply to duty detectives.
E. Reserve Deputies will not be used to fill an overtime condition. Part-time employees (seasonal and intermittent) will not be used to fill an overtime condition.

F. The Employer will endeavor to distribute authorized overtime among employees in each classification within a Section on a non-preferential and equal basis. Each Section will establish a seniority list by classification for overtime assignments when overtime work is necessary. The individual section overtime call up list may contain personnel from other Sections. The list will begin with the most senior person in the classification. The most senior person will be offered overtime, followed by those less senior through the end of the list. The rotating seniority list will apply to emergency overtime when practical but will not apply to hold-over overtime situations. The Employer reserves the right to require overtime of employees. Should it become necessary to require overtime, assignments will begin with the least senior employee in the job classification in that section (i.e. D-7, D-10, D15, Courts). Any employee who has worked thirteen (13) or more hours in a twenty-four (24) hour period, in any type of assignment as an employee, and refuses voluntary overtime will remain in the employee's current position on the overtime call-up list.

G. Any Deputy Sheriff assigned to in the classification of Detective will be exempt from the overtime seniority list as described above. The Investigations Section Commander and Supervisors will endeavor to distribute authorized overtime in an equitable manner being mindful of the following factors:

- Duty detective assignments
- Night detective assignments
- Assignment of personnel within their area of investigative responsibility

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

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

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

I. Employees ordered to be on stand-by status (specifically receiving verbal instruction from a supervisor to be available during a specific time period while off duty), for a period of 24 hours or less will be paid at the rate of
straight time of the employee's base rate of pay for two hours, in addition to any pay earned for responding to the reason for the stand-by status.

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

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

SECTION 27.4 - PYRAMIDING

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

SECTION 27.5 - SPECIAL EVENTS

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

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

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

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

SECTION 27.6 - COMPENSATORY TIME

A. An employee may choose to take compensatory time in lieu of overtime compensation if the employee indicates such choice on the Overtime Compensation Form for the tour of duty in which the overtime is worked. Compensatory time will be credited to the employee at the rate of one and one-half (1½) hours for each overtime hour worked. In cases of all overtime
accrued except for overtime accrued in the course of training, the employee may choose whether to take compensatory time in lieu of paid overtime provided that such compensatory time be taken prior to transfer from the Division in which it was accrued. When an employee accrues a maximum of eighty (80) hours of compensatory time, the employee is expected to use this time as soon as staffing requirements of the section will allow, subject to supervisory approval. Compensatory time shall be deducted from the appropriate bank as it is used by the employee. Once the eighty (80) hour cap is reached, overtime shall be paid and not banked as compensatory time until the bank is below its maximum. Compensatory time will be used in the section/division in which the time is earned, and further limited to positions which are funded out of the Source Organizational Cost Account (OCA) Code.

B. Employees who have accrued compensatory time, upon termination of employment or death, will be paid for the unused compensatory time at their rate of compensation at the time of separation.

C. No more than six (6) consecutive compensatory days will be taken at one time. Compensatory time requests will be given the same weight as vacation and PA days and will not be denied unless taking such time would adversely impact the recommended staffing levels of the section. All leave requests submitted for the use of compensatory time must be submitted and authorized, in writing, no later than three (3) days before the requested leave date. Supervisors may make exceptions to this time requirement when the request does not result in scheduling/planning problems.

SECTION 27.7 - ROTATING SHIFTS

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

SECTION 27.8 - COURT TIME

A. Whenever it is necessary for an off-duty employee to appear in Court on matters pertaining to or arising from police business, or to appear before the prosecutor for a pre-trial conference, the employee will prepare an Employee Court Compensation Request Form, attach the Court Subpoena and submit it to the employee's supervisor for approval as required.

B. In cases where no subpoena was issued the employee will attach a paper which states who requested the employee's presence, the date, start and finish time, and signature of the Assistant Prosecutor. This paper will then be attached to the Employee Court Compensation Request Form and submitted to the employee's supervisor as required.
C. Court time that is scheduled on the employee's scheduled day off will be paid a minimum of four (4) hours overtime pay. However, the employee will contact the Court twenty-four (24) hours in advance to insure that the employee is still needed. If not, no compensation is due. Court time scheduled on an employee's duty day that begins or ends before or after the employee's normally scheduled duty hours will be compensated at a rate of two (2) hours overtime pay. If the employee is not needed no compensation is due.

D. If more than one (1) court case occurs within employee's scheduled court time it will be considered as a continuous court case and employee's time and compensation due will be continued until all cases are complete.

SECTION 27.9 – TRAINING

When reasonably possible, training will be scheduled on duty time. When not possible, employees will be compensated for departmentally approved training at one and one-half (1.50) times the employee's normal rate of pay. Employees will not be compensated for voluntary training.
ARTICLE 28

HOLIDAYS & HOLIDAY PREMIUM PAY

SECTION 28.1 - HOLIDAYS

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

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

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

C. Paid leave requests for a holiday may be submitted a maximum of forty-five (45) days prior to the holiday. Employees will have the twenty-four (24) hour period of the forty-fifth (45th) day to submit leave requests where seniority will be the determining factor. Any time off request not approved after being properly requested within the 45 day period will be kept, in the "line-up" folder by the watch sergeant. Should another slot open on the holiday, the day will be offered by seniority to those who submitted the request within the 45 day period before being offered to others. The holidays occurring between May 15 and September 15 each year, are exempt from this provision. In special situations, Section Commanders may approve a holiday prior to forty-five (45) days as part of a five (5) or more working day block.

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

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

SECTION 28.2 – HOLIDAY PAY
A. Employees who are regularly scheduled and work holidays will receive additional compensation in the amount of their normally scheduled work tour/hours of holiday premium pay whether or not they are scheduled to work on each of the specified holidays.

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

C. Employees who are scheduled and required to work on New Year's Day, Thanksgiving, or Christmas, will be paid at the rate of one and one-half (1.5) times the employee's hourly base rate of pay in addition to the holiday pay referenced in Paragraph A in this section. This premium pay will be paid to a maximum of the employee's scheduled shift hours per holiday and will not be paid in addition to any other premium rate compensation, e.g. overtime, for their regular/straight time tour of duty.
ARTICLE 29

VACATION

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

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ANNUAL ACCRUAL</th>
<th>BI-WEEKLY RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year but less than 6 years</td>
<td>80 working hours</td>
<td>3.1</td>
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<tr>
<td>6 years but less than 12 years</td>
<td>120 working hours</td>
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<td>12 years but less than 18 years</td>
<td>160 working hours</td>
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<tr>
<td>18 years or more</td>
<td>200 working hours</td>
<td>7.7</td>
</tr>
</tbody>
</table>

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

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

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

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

E. Seniority will be used to determine preference for vacation during the period of May 15th - September 15th of each year. Section Commanders will post vacation schedules by April 1st of each year. All employees who desire to
exercise their seniority preference must submit their leave requests by May 1st of each year. Leave requests for the summer vacation period will not be approved unless submitted during the seniority period or thereafter.

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

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

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

I. Employees with a vacation leave balance of at least five hundred (500) hours as of November 1st each year may convert to cash, up to sixty (60) hours vacation leave from a previous year's vacation leave accumulation. Employees must submit a memo requesting such vacation-to-cash conversion to the Personnel Director by November 15th each year. The vacation-to-cash conversion will be paid to the employee in December.
ARTICLE 30

INSURANCE

SECTION 30.1 - ELIGIBILITY AND COVERAGE

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

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

B. Employees, whose spouse also works for the County and is eligible for medical benefits under the County's plan, are not eligible to obtain double coverage under the plan. Both employee and spouse can select Employee only, or one can select Employee plus one or Family Coverage with the other declining. In all cases any employee covered under any County health plan, either as an employee or a dependent, will not be eligible to receive the monthly waiver.

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

D. No new enrollment is permitted into the Buy-Up plan. Once an employee opts out of the Buy-Up Plan, they will not be permitted to re-enroll into the Buy-Up Plan.

SECTION 30.2 - PREMIUMS

A. Effective January 1, 2017, the employee will contribute to the plans as follows:

<table>
<thead>
<tr>
<th>Coverage Level</th>
<th>Buy-Up Plan</th>
<th>County</th>
<th>Advantage Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$195.00</td>
<td>$40.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$255.00</td>
<td>$45.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$270.00</td>
<td>$55.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Family</td>
<td>$330.00</td>
<td>$65.00</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

These insurance premium rates shall be effective through June 30, 2018.
B. 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.

C. In no event will bargaining unit employees contribute more towards their
benefits than any other county employee for the duration of the agreement.
Likewise, should the County offer a waiver of contribution during the plan
year, the benefit will be offered to employees covered by this agreement.

SECTION 30.3 – WAIVER

A. The County will contribute the following amounts to employees eligible for the
waiver who choose to waive medical coverage:

<table>
<thead>
<tr>
<th></th>
<th>Monthly Contribution</th>
<th>Annual Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only:</td>
<td>$ 57.50</td>
<td>$ 690.00</td>
</tr>
<tr>
<td>Employee + Child(ren):</td>
<td>$ 90.00</td>
<td>$1,080.00</td>
</tr>
<tr>
<td>Employee + Spouse:</td>
<td>$100.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Family:</td>
<td>$120.00</td>
<td>$1,440.00</td>
</tr>
</tbody>
</table>

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

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

SECTION 30.4 - LIFE INSURANCE

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

DRUG AND ALCOHOL TESTING

A. The parties agree that bargaining unit members will be subject to drug and alcohol testing as outlined in the Sheriff’s Office Policy GOM 3.5.1, Drug-Free and Alcohol-Free Workplace Policy in effect as of March 1, 2017 following the parties reaching a mutual agreement as to the contents of the policy by way of the Labor Management Committee meetings.

B. The parties agree that, once agreed upon and implemented, the policy will not be changed unless agreed to by way of the procedure outlined above.

C. The parties agree that an arbitrator hearing a case involving drug testing will have no authority to change and/or modify the Sheriff’s policy.
ARTICLE 33

DURATION OF CONTRACT

A. Except as more specifically set forth in the individual Articles of this Agreement, the Agreement will be effective January 1, 2017 and will remain in effect through December 31, 2019.

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

The parties agree to waive the provisions of 4117.14(G)(11) during the reopener period for insurance in 2018 in regard to matters with cost implications which may be awarded by a conciliator in accordance with Chapter 4117 O.R.C. and agree that the conciliator may award insurance contribution matters with cost implications to be retroactive to July 1, 2018.
Montgomery County Sheriff's Office
2017, 2018 & 2019 Pay Scales
Deputy Bargaining Unit

<table>
<thead>
<tr>
<th>Classification</th>
<th>%</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy &amp;</td>
<td>2.50%</td>
<td>$26.36</td>
<td>$27.34</td>
<td>$28.29</td>
<td>$29.30</td>
<td>$30.39</td>
<td>$31.47</td>
<td>$32.63</td>
</tr>
<tr>
<td>Detective</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jan 1, 2018</td>
<td>2.50%</td>
<td>$27.02</td>
<td>$28.02</td>
<td>$29.00</td>
<td>$30.04</td>
<td>$31.15</td>
<td>$32.25</td>
<td>$33.44</td>
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<tr>
<td>Jan 1, 2019</td>
<td>2.50%</td>
<td>$27.70</td>
<td>$28.72</td>
<td>$29.72</td>
<td>$30.79</td>
<td>$31.93</td>
<td>$33.06</td>
<td>$34.28</td>
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<tr>
<td>Pay Increase Between Steps:</td>
<td>3.7%</td>
<td>3.5%</td>
<td>3.6%</td>
<td>3.7%</td>
<td>3.5%</td>
<td>3.7%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties have hereunto set their hands on the day of __________, 2017-2018

BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO:

________________________________________________________________________
Deborah A. Lieberman

________________________________________________________________________
Judy Dodge

________________________________________________________________________
Dan Foley

on behalf of the

Montgomery County Administrator

Joseph Tuss

ON BEHALF OF THE MONTGOMERY
COUNTY SHERIFF:

________________________________________________________________________
Sheriff Phil Plummer
Montgomery County, Ohio

________________________________________________________________________
Julie Droessler
Personnel Director/Chief Negotiator

________________________________________________________________________
Chief Deputy Rob Streck
Montgomery County, Ohio

ON BEHALF OF FOP
LODGE 104:

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

________________________________________________________________________
Deputy Linda Shutts
Negotiation Committee Chairman

________________________________________________________________________
Deputy Tony Ball

________________________________________________________________________
Deputy Johnathan Miller

________________________________________________________________________
Deputy Gerald Barnes

________________________________________________________________________
Deputy Brian Crowe

________________________________________________________________________
Deputy Patrick O'Connell