CONTRACT

Between

MONTGOMERY COUNTY SHERIFF
MONTGOMERY COUNTY, OHIO

AND

Ohio Patrolmen’s
Benevolent Association

Civilian Unit

January 1, 2017 – December 31, 2019
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PREAMBLE

This Agreement is made between the Sheriff of Montgomery County, Ohio, hereinafter referred to as the "Sheriff" or "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" or "Union." This Agreement pertains to employees of the Montgomery County Sheriff, who are members of the bargaining unit, as defined hereunder.
ARTICLE 2

RECOGNITION AND DUES DEDUCTION

SECTION 2.1 - RECOGNITION

A. The Employer hereby recognizes the OPBA 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 following classifications:

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

The following classifications are excluded from the bargaining unit:

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

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

C. Employees in their initial probationary period, as defined in Article 7.2.B. of this contract, 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. Employees in their initial probationary period may not use the grievance procedure to appeal any matter concerning disciplinary action, including discharge, until the successful completion of their initial probationary period.

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 no
later than the tenth (10) 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 County 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

This article left blank intentionally.
ARTICLE 4

UNION BUSINESS

SECTION 4.1 - UNION OFFICERS

A. The Union will elect one (1) member who will be designated as Director and one (1) member designated as Assistant Director. Additionally, the Union will elect and/or appoint, from within the employee group covered under this Agreement, one (1) Union Steward for each twenty (20) Bargaining Unit members or major fraction thereof, distributed among the various watches and sections. Additionally, the Union may appoint an Alternate Steward for each Union Steward who will have the privileges accorded to a Union Steward when it is known that the Union Steward will be absent. It will be the Union’s responsibility to advise the Sheriff, in writing and no later than fourteen (14) days after the election, of the names of those employees selected to fill these positions.

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

- Attending Labor/Management Meetings.
- Attending Affects Bargaining Sessions.
- Attending or conducting regular or special Union Meetings.
- Posting of Union notices on bulletin boards.
- Representing an employee in a grievance or discipline action.
- Acting as the liaison between the Employer and the Union.
- Receiving copies of employee correspondence regarding the grievance or discipline of an employee.
- Other legitimate Union Business as reasonably agreed to by the parties.

C. The Director or designated representative will be released from duty, upon reasonable advance request, to participate in meetings and discussions which occur during their normal scheduled work hours with regard to the aforementioned areas without loss of pay or benefits. However, the employees will provide at least a seven (7) day notice whenever possible, so that the Employer can make any necessary scheduling adjustments. The Director/designee will not receive overtime pay to conduct Union business or process grievances.

D. Time used for Union Business will be documented by memorandum through the chain-of-command to the Division Commander. The Director may be excluded from this documentation requirement at the option of the Sheriff.
SECTION 4.2 - NEGOTIATORS

A. The Union will identify the members of its negotiating team in writing at the time it provides the Employer with written notice of a desire to renegotiate the terms of this Agreement.

B. The Union's negotiations team will consist of the Chief Negotiator (non-employee), the Director or designated Union member representative, and not more than seven (7) members of the bargaining unit.

C. Upon written request, the Employer will release all members of the negotiating team from their assignments for the dates negotiations occur, and other dates mutually agreed. This release will be without loss of pay or benefits.

SECTION 4.3 - INFORMATION

The Employer will inform the Union of new employees via personnel orders. The Employer will forward to the Union any employee (bargaining unit) change of address. The Union will furnish the Employer with a current copy of its Constitution and By-laws with current changes within a reasonable time.

SECTION 4.4 – RELEASE TIME FOR UNION MEETINGS/ CONFERENCES

A. The Employer will grant time off for up to nine (9) elected Union officers, or their designees, who are employees covered by this Agreement, at any one time, for the purpose of attending and/or conducting Union Conferences, other than those referenced in Section 1.B. Employees will provide at least a seven (7) day notice, whenever possible, so that the Employer can make any necessary scheduling adjustments for the efficient operation of the office. The Employer will allow a total of one hundred (100) hours of this paid leave for the reasons set forth in this section, collectively, in each calendar year of this Agreement. Leave for meetings/conferences will not be granted if, the leave results in payment of overtime, unless waived by the Employer. This section is not intended to limit the number of members attending such meeting(s). This leave may not be unreasonably denied.

B. Any leave requested in excess of the total of one hundred (100) hours for Union Conferences in the calendar year, is at the sole discretion of the Sheriff or his designee, and denial will not be subject of a grievance.

SECTION 4.5 – GRIEVANCE REPRESENTATIVES

The Director/designee will be allowed reasonable time, without loss of pay or benefits, to investigate a grievance, attend meetings with the Sheriff/designee or attend disciplinary conferences or grievance meetings, while on duty. When processing or investigating a grievance the Director or designee must first notify his immediate supervisor. However, the Director/designee will provide reasonable notice so that the Employer can make necessary scheduling adjustments.
SECTION 4.6 – UNION MEMBERSHIP

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

SECTION 5.1 – RIGHTS OF MANAGEMENT

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

- Determine matters of inherent managerial policy that include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standards or services, its overall budget, utilization of technology, and organizational structure;

- Direct, supervise, evaluate or hire employees;

- Maintain and improve the efficiency and effectiveness of governmental operations;

- Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, appoint, promote, retain employees, or lay off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or nonproductive;

- Determine the adequacy of the work force;

- Determine the overall mission of the Employer, as a unit of government;

- Effectively manage the work force;

- Take actions to carry out the mission of the public Employer, as a governmental unit;

- The Sheriff may declare an emergency in the event of civil insurrection or acts of God and take any and all actions, as may be necessary, to carry out the mission of the Sheriff in those emergency situations;

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

SECTION 5.2 – FUNCTIONS OF THE EMPLOYER
A. 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.

B. 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, AND POSTINGS

SECTION 6.1 - VOLUNTARY TRADES

A. All employees in the bargaining unit who desire a change of watch assignment at any time other than when a vacancy exists are encouraged to seek a trade of assignments with another qualified employee of the same classification. Employees cannot trade with other employees who are leaving the classification. These 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' watch assignments and the date requested that the trade would become effective.

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

D. The Employer will respond in writing to all requests submitted under this section within five administrative working days of the receipt of the request.

E. Voluntary trading of time (shift trades) will be permitted pursuant to current practice and the Fair Labor Standards Act on a "no loss/no gain" basis. Each bargaining unit member shall be permitted up to ten (10) trades per month.

SECTION 6.2 - WATCH ASSIGNMENTS

A. Employees will submit to their assigned Division Commander a memorandum stating their 1st, 2nd, and 3rd choices of watch preference by January 23rd. The Employer will post assignments by February 1st. Hours and/or assignment of said watch will be assigned by the employee's supervisor. After contract is approved and ratified, the parties will enter into a MOU to adopt an alternative method of watch selection on a trial basis.

B. Administration's review of memoranda submitted by all employees for watch preference will consider bargaining unit seniority, ability, and job performance. The appropriate administrator will provide the employee with a written explanation, upon request as to reasons for non-selection.

C. Employees who are given a non-voluntary transfer (other than March 1st) will be transferred to the watch that they were previously assigned, if practical.

SECTION 6.3 - CLASSIFICATION POSTINGS

A. Vacancies in classifications covered by this Agreement, (either current or new) will
be filled in the following manner:

1. Unless mutually agreed otherwise, the vacancy will be posted by personnel order to all divisions at least seven (7) calendar days prior to the 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.

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

The Employer 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 related 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.

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

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

SECTION 6.4 - DISCIPLINARY TRANSFERS

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, to the Union Director in a timely manner.

SECTION 6.5 - MANAGEMENT RIGHTS

The Employer reserves all rights of transfers; however, all requests under the above sections will be considered when making transfer decisions.
ARTICLE 7

SERVICE SENIORITY AND PROBATIONARY PERIODS

SECTION 7.1 – EMPLOYEE SERVICE AND SENIORITY

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

1. Employee Service – Employee's length of continuous, full-time service, since their last date of hire with Montgomery County Sheriff’s Office.

2. Classification Seniority – Employee's length of full-time service in each classification of employment recognized within this Bargaining Unit.

3. Bargaining Unit Seniority – Employee's length of full-time service in all classifications of employment recognized within this Bargaining Unit.

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

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

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

SECTION 7.2 - PROBATION AND PROBATIONARY PERIODS

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

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

D. During the probationary period, a permanent employee who is selected for a position in another classification in the Bargaining Unit, may be released from the present position and returned to a position in their previous classification if a vacancy exists in that classification. The release will not be the 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 initial probationary period, 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.

F. Employees who separate from this Bargaining Unit will not accrue Classification or Bargaining Unit Seniority during the time spent outside the Bargaining Unit. Any permanent employee who successfully completes their probationary period in any position outside the Bargaining Unit, who then returns to the Bargaining Unit, will become the least senior employee on both Classification and Bargaining Unit Seniority Lists.
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. Employees will be laid off from the affected classifications in accordance with their bargaining unit seniority. Where bargaining unit seniority is equal, seniority as determined by date of hire with the Employer will control. Where bargaining unit seniority and date of hire with the Employer are equal, date of application will determine order of layoff for each case. If a tie still exists, layoffs will be made at the discretion of the Sheriff.

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

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

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

SECTION 8.2 – RECALL

A. Employees who are laid off will be placed on a recall list for two (2) years. The Employer will provide a pre-layoff physical examination to be used as a gauge for physical condition at recall. 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 are presently qualified to perform the duties of their classification. If a recalled employee is in need of training as required by the Ohio Peace Officer Training Council or certification or license requirements, the Employer will ensure the recalled employee receives the needed training. The Employer will not hire new employees in bargaining unit positions as long as there are still employees on the 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 and notice of recall will be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee notifies the Sheriff/designee of employee's intention to return within seven (7) days after receiving notice of recall. The Employer will be deemed to have fulfilled this obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with the employee's latest mailing address.

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 for an orderly process of appeal.

B. Informal Discussion – before initiating a formal grievance, the employee and their supervisor, or the supervisor of their watch, must have an informal discussion in an attempt to resolve the problem. If no resolution is made, the employee may file a formal grievance, beginning at the appropriate level. If the employee is unable to meet with the supervisor within the time-period specified in Level 1, the employee must meet with the supervisor who will hear the grievance at the next level.

SECTION 9.2 - DEFINITIONS

The definitions provided in this Article apply throughout this Agreement.

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

B. Working Day: A Working Day is defined as the signing grievant's working day including sick days not ordered by a medical care provider. Working Day does not include approved vacation, personal absence, compensatory days, holidays, or regularly scheduled days off.

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

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. This grievance procedure may be utilized by employees who are serving in their initial probationary period, only for issues pertaining to wages, hours, and economic fringe benefits. Probationary employees cannot file appeals regarding any disciplinary matter under this contract. However, any employee may meet with any member of supervision or administration to discuss a perceived problem.

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. However, only one employee must sign the form.
SECTION 9.3 - PROCEDURES TO BE FOLLOWED

A. TIME LIMITS - 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 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.

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

SECTION 9.4 - GRIEVANCE FORMS

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

SECTION 9.5 - MEETING ATTENDANCE

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

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 a reasonable excuse, the grievance will be considered withdrawn.

SECTION 9.6 - GRIEVANCE PROCESS

A. Level 1 – Supervisor/Lieutenant: An employee who desires to file a grievance must meet with their supervisor, or the supervisor of their watch. This meeting must occur within five (5) 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 thirty (30) days after the events that caused the grievance, except in cases of grievances related to continuing violations of the contract. 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 process. 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 the appropriate Level 2 supervisor. The Level 1 process is to be completed in three (3) working days if possible, but no later than seven (7) 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.

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 or representative will personally present his 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 his 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 as per Section 3 of this article and filed.

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 or representative will personally 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/designee and attempt to resolve the matter. The Sheriff/designee will note on the grievance record, his disposition of the matter along with his 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 process, 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 process. 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.

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

SECTION 9.7 – ARBITRATION

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within eight (8) days after receipt of the Sheriff's/designee's decision in Level 3. The Union will immediately inform the Employer, in writing, of its intent to arbitrate the matter. In all cases, the request must be made within eight (8) working days of the Level 3 decision. The Employer will request the American Arbitration Association to submit a list of seven (7) arbitrators. Both the Employer and the Union will have the right to strike three (3) names from the list. The party requesting arbitration will strike the first name, the other party will then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person will be the 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).

B. The arbitrator will act in a judicial, not legislative capacity and will have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He 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 to him. In the event the arbitrator finds a violation of the terms of this Agreement, he 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 thereof.

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

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

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

F. 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.

G. 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

A. 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.

SECTION 10.2 - INVESTIGATION OF ALLEGED MISCONDUCT

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

B. Any employee who will be interviewed concerning an act that, 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.

- Interviews will take place at the Employer facilities, or elsewhere if mutually agreed, unless an emergency exists that 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 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 the subject of the current
investigation. Any information disclosed during interviews, regarding violations outside the scope of the current investigation, may result in 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, to the employee, upon written request. If the Employer transcribes any part of any recording, the employee will be given a copy of the transcription.

- Any employee will have the option of Union representation at any meeting, including any meeting conducted by telephone, that may reasonably result in disciplinary action. The availability of such representation will not unreasonably delay the meeting. Unreasonable delay, for this article's purpose, is defined as more than twenty-four (24) hours.

- An inquiry during the event in question, within the scope of employment, will not be restricted by issues of prior notice, representation, or issuance of notice of representation as provided under this section. Responses given pursuant to the provisions of this section will not be considered a waiver of an employee's rights under this article.

C. TIME LIMITS

After an employee is officially notified in writing and provided a summary or synopsis 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 or initiate disciplinary action. The Employer will then have twenty (20) employee working days to hold a pre-discipline conference and issue any disciplinary action. Working day does not include approved vacation, sick leave, personal absence or compensatory day.

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-discipline conference, no disciplinary action will be taken.

D. TIME LIMIT EXTENSIONS AND 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.

E. INVESTIGATION REPORT

When an investigation into the 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

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 THE 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, the 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 investigation 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 a representative of the Union, 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 the 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. The employee may request that a formal investigation be waived 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, tape 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, tape 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. 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 for an act or omission which discipline no greater than a Letter of Reprimand would normally be issued, 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 EEOC (Equal Employment Opportunity Commission) or OCRC (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, 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 investigation and/or criminal investigation. The Employer will permit the employee, that time required during the 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. 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 upon 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 will not be considered discipline.

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

- Letter of Caution
- Letter of Reprimand
- Suspension (which may be a working and/or unpaid suspension)
- Demotion or
- Removal

C. 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 the employee's personnel file to outside persons and/or agencies subject to the provisions of the Public Records Act.

C. Letters of Caution will be placed and remain in the employee's file for six (6) months. Letters of Reprimand will be placed, and remain in the employee's file for one (1) year. Suspension Orders, and Demotion Orders will be placed in and remain in active status for two (2) years. If the employee receives an additional disciplinary action while the employee has a disciplinary action in active status, then all disciplinary actions will remain in the disciplinary file until the latest disciplinary action expires. The Personnel Director will place an employee's active disciplinary action records into the employee's personnel file. When active disciplinary records expire, the Personnel Director will place the inactive disciplinary action documents into a sealed file. Such sealed documents will remain with the employee's personnel file according to current records retention schedules. These records will remain sealed except when disclosure is required pursuant to 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 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 the employee's file and will be charged only for the actual cost of reproducing the desired documents.

F. If the employee is not in agreement with documents contained in the 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, 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 members designated to attend on behalf of the OPBA by its Director. Other persons will be permitted to attend only with the approval of both parties. Both parties should submit an agenda of topics to the other party at least seven (7) calendar days prior to the meeting.

D. Minutes of the Labor Management meeting will be made and the Employer will provide the OPBA with written copies of these minutes within fifteen (15) working days following each meeting. The minutes of such meetings will be approved by both parties, prior to being issued.

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

WRITTEN DIRECTIVES

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

No employee will be held accountable for any changes in rules and/or policy and procedure, or new rules and/or policy and procedure 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 policy or rules regardless of how it is communicated.

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

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

D. Prior to implementation of new Professional Conduct Rules or changes in existing Professional Conduct Rules, the parties will consult through the Labor-Management Committee, where practical. In other instances, the Sheriff or the Sheriff's designee will meet with the Union Director or his designee. Such consultation is not required for implementation of new or changes in existing policies or procedures.
ARTICLE 14

IMMUNIZATION

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, including Hepatitis A and B or other medications used for the purpose of immunizations for infectious diseases encountered while on duty as well as Tuberculosis Skin Test (PPD Test) and annual retesting. 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 warrants, and will be administered by the policies established by the Community Blood Center.

C. The Employer will allow employees to donate blood while on duty, providing that the blood donor 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 all safety rules and good working methods are used by its employees.

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.

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

E. Items of safety may be addressed at the Labor Management Committee Meetings as necessary. This does not relieve the employee of the responsibility of notifying the Employer of the safety issues, as soon as practical.

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 Sheriff 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.

H. The Sheriff will endeavor to maintain a safe ratio of employees to inmates within the confines of the Montgomery County Jail.
ARTICLE 17

IN-SERVICE TRAINING

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

B. In a continuous effort to maintain high quality in-service training, employees are encouraged to submit recommendations for training.
ARTICLE 18

DISTRIBUTION OF CONTRACT

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

UNIFORMS AND EQUIPMENT

A. The Employer will purchase basic uniforms for each employee, as determined necessary by classification and by assignment, which may consist of: where appropriate, five (5) shirts, five (5) pants; sweater vests, jackets, nameplates, service stars or bars and other uniform items approved by the Sheriff. Corrections officers and security officers, after successful completion of the probationary period, may have five short sleeve and five long sleeve shirts. The Employer will purchase on an as-needed basis, but no more frequently than annually, one pair of shoes or boots at a cost not to exceed one hundred fifty dollars ($150).

B. Uniforms and accessories will be replaced upon reasonable request to the Employer made through the Sheriff’s Property Room. Unserviceable items will be returned at the time the new issue is received.

C. Employees, whose uniforms are provided by the Employer, are responsible for the cleaning and maintenance of their uniforms.

D. Identification cards with photograph will be provided to all employees. These cards will be returned to the Employer at the time an employee leaves his employment with the Employer, either permanently or for any substantial period of time.

E. Employees must return all uniforms, patches and insignias, upon the termination of their employment with the Employer.

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. When employees supply evidence that they sustained damage to personal property while performing their duties, the Employer will reimburse the employee for the cost of necessary repairs or replacement up to a maximum of $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.
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 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

A. The Union will have twenty (20) parking slots in the County parking garage for those employees assigned to the jail, courts or headquarters building. The twenty (20) parking slots will be assigned by the Union Director based on seniority. The Employer agrees to pay 50% of the cost, for those slots. The slots will be allocated by the Union for its membership. These parking spaces are only to be used by employees in this bargaining unit. All complaints pertaining to assignment of parking slots will be addressed with the Union Director. These passes will be subject to the procedures of the County.
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 classification is vested with the Sheriff. When making substantial changes in the position description for the positions covered under this Agreement, the Sheriff/designee will meet and confer with the Union Director/designee prior to implementation.

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

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

EMPLOYEE WELLNESS

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

B. An employee assistance program is available to all employees.
ARTICLE 23

EMPLOYEE PERFORMANCE EVALUATIONS

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

B. Performance evaluations will be utilized by the Montgomery County Sheriff's Office for the following purposes:
   • Identifying training needs,
   • Determining suitability for individual assignment,
   • Facilitating proper decisions regarding probationary employees,
   • Assisting the employees with career development,
   • Identifying and dealing promptly and fairly with personnel problems.

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

D. Employees covered by this Agreement will be required to sign their performance evaluations. A Signature will only mean the employee has read the evaluation.

E. Employees covered by this Agreement will receive a copy of their performance 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, Employee Performance Improvement Plans (EPIP):

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

   Counseling sessions and Employee Performance Improvement Plans will primarily 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. Generally, 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 until the next annual performance evaluation is received, after which time it may not be utilized by the Employer for any personnel decision involving any employee covered by this Agreement.
ARTICLE 24

CAREER ADVANCEMENT - CIVILIANS

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

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

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

- An updated background investigation will occur.

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

- At the discretion of the Sheriff, applicants successfully completing all phases of
  training and/or certification may be offered positions, as they become available.
ARTICLE 25

LEAVES

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 of 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 or one of equal grade.

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 two (2) days notice of the employee’s desire to return along with a medical release to return to full duty.

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 disability separated pursuant to Ohio Administrative Code 123:1-30 et. al. All appeals pertaining to disability separation shall be submitted to the jurisdiction of the State Personnel Board of Review.

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 AND PERSONAL ABSENCE LEAVE REQUIREMENTS

A. Employees may use sick leave, subject to the approval of the Employer, for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, and for illness, 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 by telephone no 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.

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

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.

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

1. Hours to the employee's credit will be paid at 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 who die while employed full-time with Montgomery County will receive payment for accumulated sick leave in accordance with Section 2113.04 of the Ohio Revised Code per the provisions listed above.

D. 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.

SECTION 25.3 – PERSONAL ABSENCE LEAVE

All Employees, after completing one (1) year of service, will be entitled to two (2) days of personal absence leave with pay, during each calendar year.

If the employee has not used any sick time, except as set forth in this paragraph, they will receive two (2) additional days of personal absence leave.

An employee using forty-eight (48) hours or less of sick time, during the previous calendar year, is entitled to one (1) additional day of personal absence leave. Documented hospitalization, follow-up visits due to documented hospitalizations, bereavement leave, sick leave utilized due to on-duty illness or injury, and/or sick leave utilized for a leave of absence approved under the FMLA, will not be counted toward these forty-eight (48) hours.

An employee having accrued 600 hours of available sick time as of the last day of the calendar year, and during that calendar year had perfect attendance (no use of sick time, except as set forth in this paragraph) will be entitled to one (1) additional day of personal absence leave during the next calendar year.

An employee with at least 1000 hours of available sick leave on the last day of the calendar year will be entitled to one (1) personal absence day during the next calendar year.

This personal absence leave will not be used for a period of less than two (2) hours. Leave request forms must be submitted through the chain of command.

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

<table>
<thead>
<tr>
<th>PA LEAVE Requirements</th>
<th>PA Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year of full-time employment:</td>
<td>2</td>
</tr>
<tr>
<td>Perfect Attendance (No use of sick time, except as set forth in this paragraph):</td>
<td>2</td>
</tr>
</tbody>
</table>
Use of forty-eight (48) hours or less under the terms listed above:

Perfect attendance (no use of sick time, except as set forth in this paragraph) plus 600 hours of accrued sick leave

1000 hours of accrued sick leave

Maximum possible: 6

SECTION 25.4 - BEREAVEMENT LEAVE

A. Bereavement leave will be granted not to exceed six (6) working days for the funeral of a member of the 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 toward the annual forty-eight (48) hour sick leave use. 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 paid leave of any other type that is recognized in this Agreement.

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 practical after they have knowledge of the death.

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 that the Employer needs or desires to have performed, the Division Commander/designee, 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, the employee will continue to accrue service credit towards her pension benefits and other benefits that 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, 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 will be provided to the Employer no later than thirty (30) days before 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

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.

- Leave will be granted in ninety (90) day increments, not to exceed two hundred seventy (270) days.
- Leave must be requested in writing each ninety (90) days.
- The employee must return to work.
- During the period of the leave that is without pay the employee will not accrue vacation, sick leave, or other benefits, including PERS contribution by the Employer.
- Seniority credit for the period of the educational leave will be granted.
- 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 provisions of section 5923.05 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, except that wage continuation will begin on the day after the date an injury occurs.

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 - WAGES

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

Effective July 1, 2017 revised pay scales are adopted and included as an attachment. Employees will be moved to the new step corresponding to their cumulated months of service on July 1, 2017. Further step movement will be on the employee’s anniversary date in accordance with the step progression established by the pay scales.

Effective January 1, 2018 through June 30, 2018 wages will increase one and one quarter percent (1.25%). Effective July 1, 2018 through December 31, 2018 wages will increase one and one quarter percent (1.25%).

Effective January 1, 2019 through June 30, 2019 wages will increase one and one quarter percent (1.25%). Effective July 1, 2019 through December 31, 2019 wages will increase one and one quarter percent (1.25%).

SECTION 26.2 – FIELD TRAINING OFFICERS

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

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 1, of each calendar year will receive a payment of two percent (2%) of their base salary each year.

- Employees who have completed ten (10) years, but less than fifteen (15) years of continuous service, on or before November 1, of each calendar year will receive a payment of two and one-quarter percent (2.25%) of their base salary each year.

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

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

- Employees who have completed twenty-five (25) years or more of continuous service on or before November 1, of each calendar year will receive a payment of three percent (3%) of their base salary each year.

B. Employees not in active pay status (off payroll) at any time during the pay schedule of each calendar year will not be eligible to receive longevity pay. Disciplinary suspensions do not apply.

C. The above payments will be paid in a lump sum on the second payday 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.
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 average 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 (1.5) times the hourly base rate of pay.

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

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

B. Employees assigned to rotating shifts who are assigned to work schedules that 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 will be eligible for overtime pay only for that time worked in excess of the standard forty (40) hour work week.

D. An employee working their normally scheduled day off will be compensated at the rate of one and one-half (1.50) times their regular hourly base rate of pay 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.

E. 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.

1. Each Section will establish a seniority list by classification for overtime assignments when overtime work is necessary. The list will begin with the most senior person in the classification by bargaining unit seniority. The most senior person will be offered overtime, followed by those less senior through
the end of the list.

2. The Employer reserves the right to require overtime of employees. If it becomes necessary to require overtime, assignments will begin with the least senior employee, by bargaining unit seniority, in the job classification in that section, unless a more senior employee voluntarily accepts the overtime. Notwithstanding the language below, current, qualified bargaining unit members may also be permitted to work voluntary overtime in another classification in accordance with the overtime selection rules.

3. Any employee who is working voluntary overtime will not be ordered to accept additional mandatory overtime contiguous to the hours for which he or she volunteered, unless everyone else present has already been ordered over for the same shift. Moreover, if there is a conflict of the language in this section wherein two employees each meet an exception to the mandatory overtime requirements contained herein, and if two or more employees are present working voluntary overtime, seniority will be the deciding factor, notwithstanding any other language in the Agreement.

4. Any employee who works four or more hours of overtime directly following their regularly scheduled shift will not be ordered to come in on overtime before their regularly scheduled shift the next calendar day unless there is an emergency situation or everyone else scheduled for the shift the next day has already been ordered in early.

5. Any employee who is already scheduled to come in for four or more hours of overtime the next calendar day, prior to his regularly scheduled shift, will not be ordered to work overtime at the conclusion of his regularly scheduled shift the day prior unless there is an emergency situation or everyone else working has already been ordered over.

6. 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.

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

8. No employee may be ordered to work overtime without at least seven (7) continuous hours off prior to the mandatory overtime assignment, regardless of whether the employee's last work assignment before the order in was traded time his or her regular work assignment. The seven (7) hours of time must be continuous time off.

G. Employees may only be ordered by a supervisor to be on stand-by status (specifically being ordered to be available during a specific time period while off duty), for the period of their regularly scheduled shift on only one of their two regularly scheduled days off. Employees so ordered, will be paid at the rate of
straight time of the employee's base rate of pay for two (2) hours, in addition to any pay earned for responding to the reason for the stand-by status. Employees may not be ordered to work from stand-by status unless all other then-present employees have already worked the maximum allowable time.

H. Those employees whose names are on the voluntary overtime call up list are expected to accept some overtime. Personnel refusing overtime three (3) 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. Any employee who calls off sick on a scheduled voluntary overtime assignment more than three (3) times, annually, will be removed from the voluntary overtime call-up list for a period of six (6) months.

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

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

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 that 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. In cases of all overtime worked, the employee may choose whether to take compensatory time in lieu of paid overtime. Compensatory time will be credited to the employee at the rate of one and one-half (1.5) hours for each overtime hour worked. Employees may accrue a maximum of fifty-six (56) hours of compensatory time. Employees are expected to use compensatory time as soon as staffing requirements of the section will allow, subject to supervisory approval. The 56 hour compensatory time maximum hours will not be deducted until the time is actually used by the employee. If an employee has reached the maximum 56 hours compensatory time, further compensatory time will be converted to the appropriate overtime pay.

B. No more than five (5) consecutive compensatory days will be taken at one time. Compensatory time will not be used for a period of less than one (1) hour. All leave requests submitted for the use of compensatory time must be submitted in writing no later than twenty-four (24) hours before the requested leave date. Within twenty-four (24) hours of the request, the supervisor will respond to either approve or disapprove the request. Supervisors may make exceptions to this time requirement when the request does not result in scheduling/planning problems.

C. Compensatory time may be used only in the section/division earned. Unused compensatory time will be paid to the employee before the employee transfers to a different division.

D. Compensatory time may be used in ½ hour increments at the beginning or end of the employee’s shift if used for the purpose of medical appointments. Employee may be asked for documentation of appointment time.

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 Sheriff’s Office business, or to appear before the prosecutor for a pre-trial conference, the employee will prepare a 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 that 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's Court Compensation Request Form and submitted to the employee's
supervisor as required.

C. Court time that is 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 employee is still needed. If not, no
compensation is due. In the event the employee is told he is needed when making
the twenty-four (24) hour prior to call, the employee will make a second call one (1)
hour prior to the subpoenaed time and check again. (The employee will note on the
subpoena to whom they spoke). If the employee is needed, the Employer will pay a
minimum of four (4) hours overtime pay. If the employee is needed at the first call
(twenty-four (24) hours check) and not needed on the second call (one (1) hour
check) the employee will receive compensation for one (1) hour overtime pay.

D. 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. However, the employee will call the court one (1) hour prior
to the subpoenaed court time and note on their subpoena to whom they spoke. If
the employee is not needed no compensation is due.

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

SECTION 27.9 - TRAINING

Whenever 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 (1.5) times the employee's normal rate of pay. Employees will not be
compensated for voluntary training.
ARTICLE 28

HOLIDAYS AND HOLIDAY 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 Year's 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.

C. 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 pay).

D. 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 regular/straight hourly base rate of pay, for their normally scheduled work tour/hours on the holiday.

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

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

D. Employees who are assigned Monday through Friday with weekends and holidays off, will receive their regular/straight hourly base rate of pay for their normally scheduled work tour/hours on the holiday, but will not be eligible for additional compensation.

E. Employees who are scheduled and required to work and are present at an assignment 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 eight (8) 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>
</tr>
<tr>
<td>6 years but less than 12 years</td>
<td>120 working hours</td>
<td>4.6</td>
</tr>
<tr>
<td>12 years but less than 18 years</td>
<td>160 working hours</td>
<td>6.2</td>
</tr>
<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. In the case of a 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. All vacation leave may be submitted, at the earliest, February 15th of each year, for the subsequent 12 month period. Vacation requests will not be denied unless it would create a hardship to the office or on other employees or the leave request would be inconsistent with the operational needs of the Office. All leave requests will be submitted and authorized in writing, no later than twenty-four (24) hours before the leave date. Emergency requests with less than twenty-four (24) hours' notice will not be unreasonably denied. Supervisors may make exceptions to these time requirements consistent with the operational needs of the office on a case-by-case basis.

Effective January 1, 2018 and each year thereafter, Bargaining Unit Seniority will be used to determine preference for paid leave during each year. Section Commanders will post vacation schedules by April 1st of each year. Employees wishing to exercise seniority preference for vacation requests, must submit their request by February 15th of each year. During this time, employees requesting vacation—in blocks of five (5) days or more will supersede those employees requesting vacation for less than five (5) days during that same period, regardless of seniority. Anyone who attempts to cancel all or any portion of block vacation previously submitted must cancel the entire block of leave. Employees who cancel a block of vacation that
includes a holiday will not be permitted to resubmit for that holiday. Any vacation request submitted after February 15th, will be granted on a first come first serve basis, except in the case of a conflict between 2 employees requesting the same days in which case bargaining unit seniority will prevail. For purposes of this section, a "conflict" is defined as a situation where two or more employees request the same time-off and the requests are submitted on the same date and during the same shift.

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

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

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

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

H. Employees with a vacation leave balance of at least four hundred (400) 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>
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</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$195.00</td>
<td>$40.00</td>
<td>$25.00</td>
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<tr>
<td>Employee + Child(ren)</td>
<td>$255.00</td>
<td>$45.00</td>
<td>$30.00</td>
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<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. Every year thereafter, the negotiated premium rates shall take effect upon commencement of the County Insurance plan year as established by the County.

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 during the 2016-2018 benefit plan years. 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 pay the following amounts monthly to employees choosing to waive health coverage:

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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.

SECTION 30.5 – REOPENER

In addition, either Party may re-open the Agreement solely for the purpose of negotiating health insurance for years 2018-2019. The right shall exist for each year unless the Parties are able to successfully negotiate a two (2) year agreement on health insurance related issues, which cover the bargaining unit member until December 31, 2019 which must be contained in any final agreement in 2018 to prohibit the re-opening in 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.
ARTICLE 31

SAVINGS CLAUSE

A. Any prior Memorandums of Understanding are deemed null and void unless specifically incorporated herein.

B. 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, terms, and conditions of employment, except those addressed in ORC, 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 Agreement may be reopened for negotiations by mutual consent of the Employer and the Union.
ARTICLE 32

DURATION OF CONTRACT

A. The Agreement is hereby ordered to last until December 31, 2019, and it is made effective January 1, 2017, except as otherwise ordered above.
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#### 2017, 2018 & 2019 Payscale

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the ____ day
Of ____________, 2017.

PHIL PLUMMER, SHERIFF
MONTGOMERY COUNTY, OHIO

BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO:

DEBORAH A. LIEBERMAN, PRESIDENT

JUDY DODGE

DAN FOLEY

OR

JOSEPH TUSS
MONTGOMERY COUNTY ADMINISTRATOR

ON BEHALF OF THE OPBA:

JOSEPH HEGEDUS, ESQ.
CHIEF NEGOTIATOR

CORRECTIONS OFFICER COREY AKERS
OPBA DIRECTOR

CORRECTIONS OFFICER MICHAEL DEATON

CORRECTIONS OFFICER JOSEF RICHARDSON

CORRECTIONS OFFICER BRANDON ORT

ON BEHALF OF MANAGEMENT:

SHERIFF PHIL PLUMMER
MONTGOMERY COUNTY, OHIO

JULIE A. DROESSLER
PERSONNEL DIRECTOR/CHIEF NEGOTIATOR

CHIEF DEPUTY ROB STRECK
MONTGOMERY COUNTY, OHIO

CIVILIAN DISPATCHER MICHAEL HAYES

CIVILIAN DISPATCHER TIM KELLY

CIVILIAN DISPATCHER MICHAEL STOOKEY