CONTRACT

Between

MONTGOMERY COUNTY SHERIFF
MONTGOMERY COUNTY, OHIO

AND

The Ohio Patrolmen’s
Benevolent Association

Supervisor Unit

January 1, 2017 – December 31, 2019
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ARTICLE 1

PREAMBLE

This Agreement is made between the Sheriff of Montgomery County Ohio, hereinafter referred to as "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 classifications of Sergeants and/or Lieutenants.

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

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B. Such written authorization may be withdrawn at any time by said member by giving written notice of intent to cancel the dues deduction authorization.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 (10th) day following the date of the deduction. Upon receipt of said funds, the Union will assume full responsibility for the disposition of all funds deducted.

D. The Union agrees to hold the Employer and the County harmless from any claims or actions filed by employees arising from dues deduction 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

NON-DISCRIMINATION

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

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

C. The Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, constitutional and statutory requirements. Therefore, the Employer and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, sex, marital status, race, color, creed, disability, or national origin.
ARTICLE 4

UNION BUSINESS

SECTION 4.1 – UNION DIRECTOR

A. The Union will elect one (1) member who will be designated as Director and one (1) member designated as Assistant Director. It will be the Union’s responsibility to advise the Sheriff, in writing and within at least 7 days, of the names of those employees selected to fill these positions.

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

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

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

SECTION 4.2 - NEGOTIATORS

A. The Union will identify the members of its negotiating team in writing, at the time either party serves written notice of a desire to renegotiate the terms of this Agreement.
B. The Union’s negotiations team will consist of the Chief Negotiator (non-employee),
the Union Director or his designated (Union member) representative, and not more
than four (4) 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. Team members who
attend negotiations on a scheduled day off may adjust their hours, on an hour for
hour basis, on a regular scheduled workday, as approved by their Division
Commander.

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. Each time the Union amends their constitution and by-laws, the Union will
furnish the Employer an updated copy.

SECTION 4.4 – TIME OFF FOR UNION BUSINESS

The Employer will grant time off for up to five (5) elected Union officers or their
designees, who are covered by this Agreement, at any one time, for the purpose of
attending and/or conducting regular or special Union meetings or Union
Conferences. Employees will provide 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 maximum of one
hundred fifty-three (153) hours of Union paid leave, collectively, in each calendar
year of this Agreement. This section is not intended to limit the number of members
attending such meetings.

SECTION 4.5 – GRIEVANCE REPRESENTATIVES

In the case of any disciplinary conferences or grievances, the Director or designee
will be allowed sufficient time, without loss of pay or benefits, if on duty to investigate
a grievance or attend meetings with the Sheriff or the Sheriff’s designee. To ensure
appropriate staffing levels, the Director or Designee must first notify their immediate
supervisor of the need to attend the meeting.
ARTICLE 5

MANAGEMENT'S RIGHTS

SECTION 5.1 – RIGHTS OF MANAGEMENT

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

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

- Direct, supervise, evaluate or hire employees;

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

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

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

- Determine the adequacy of the work force;

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

- Effectively manage the work force;

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

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

- Maintain security of all of the Employer's Records and other pertinent information.
SECTION 5.2 - FUNCTIONS OF THE EMPLOYER

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

B. The Employer, on its behalf, hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, will be limited only by the terms of this Agreement.
ARTICLE 6

TRANSFERS, TRADES, ASSIGNMENTS AND POSTINGS

SECTION 6.1 – VOLUNTARY TRADES

A. All employees in the bargaining unit who desire a change of 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. 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' assignment 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.

SECTION 6.2 – WATCH ASSIGNMENTS

A. Lieutenants and Sergeants will submit to their assigned Division Commander, a memorandum stating their 1st, 2nd, and 3rd choices of watch preference by January 7th. The Employer will post assignments pertaining to watch assignments by January 15th. Hours and/or assignment of said watch will be assigned by the employee's supervisor.

B. Administration's review of memoranda submitted by all employees for watch preference will consider seniority in current rank/classification, 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 to which they were previously assigned, if practical.

SECTION 6.3 – VOLUNTARY ASSIGNMENTS

Vacancies in assignments will be filled in the following manner:

1. The vacancy will be posted by personnel order to all divisions at least seven (7) administrative days prior to cut-off date for application submission.
2. Employees wishing to be considered to fill the vacancy must submit a memorandum as specified in the personnel order. The Employer will incorporate the following with the memorandum:

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

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

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

- An articulation of the differences in seniority between the employee selected for the position and the employee requesting the written explanation.
- An articulation of the differences as it relates to ability and job performance of the employee selected for the position and the employee requesting the written explanation.

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

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

SECTION 6.4 – NEW POSITION POSTINGS - PERMANENT / TEMPORARY

A. A job posting will occur when the Employer creates a permanent position. Temporary positions created that will exceed forty-five (45) consecutive days will also be posted. The notice will be posted at least seven (7) administrative days so that employees of the same classification may file a memorandum with the Personnel Director indicating a desire to be considered for that position.
B. Administration will review all submitted memoranda and will base the decision of assignment on seniority, ability and job performance from the criteria provided by the Personnel Director, who will provide the employee with a written explanation, upon request, of the reasons for non-selection, refer to Section 6.3, Paragraph A.3 of this Article.

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

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

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

SECTION 6.5 - DISCIPLINARY TRANSFER

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

SECTION 6.6 - 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

SENIORITY AND PROBATIONARY PERIODS

SECTION 7.1 - SENIORITY

A. Seniority, for the purpose of this Agreement, unless otherwise specified, is defined as an employee's length of continuous full-time service within their classification, since their last date of hire with the Employer.

B. When two or more Sergeants are promoted on the same date to the rank of Lieutenant, seniority will be determined by the order of the employees' placement on the eligibility list from which said promotions were made.

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

SECTION 7.2 – INITIAL PROBATIONARY PERIODS

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

B. Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed their required probationary period. The probationary period is three hundred sixty-five (365) days.

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

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

E. In the case of lay off, bumping and recall, there will be no seniority among probationary employees. Upon the successful completion of the 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.

SECTION 7.3 – PROMOTIONAL PROBATIONARY PERIODS

Newly promoted Sergeants or Lieutenants will serve a promotional probationary period of three hundred sixty-five (365) days, beginning the date of their promotion. During the promotional probationary period, Sergeants and Lieutenants may be returned to their previous rank, if the promotional probationary period is not successfully completed. This action may be appealed to the Sheriff only and may not be subject of a grievance. Full appeal rights up to and including arbitration apply in issues of loss of vacation time, working suspension, suspension, and/or termination.
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 seniority in classification. Where seniority in classification is equal, seniority as determined by date of hire with the Employer will control. Where seniority and date of hire are equal, date of application with the Employer will determine order of layoff for each case. If a tie still exists, layoffs will be made at the discretion of the Sheriff.

C. Progression for displacement is based on class series as outlined below. Employees are not permitted to displace outside of their class series. The class series are outlined as follows:

**Enforcement Class Series**

- Lieutenant
- Sergeant
- Deputy Sheriff

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

D. Affected employees will be given a minimum twenty-one (21) 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. Recall will be in the reverse order of layoff. If a recalled employee is in need of training as required by the Ohio Peace Officer Training Commission, the Employer will ensure the employee receives the needed training. The Employer will not hire new employees to fill bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected classifications and are willing to be recalled to said classifications.
Laid off employees will have the option to apply for Reserve Deputy status and maintain the Reserve Deputy status subject to the procedures and requirements in the General Orders Manual.

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

SECTION 8.3 – APPEAL

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

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

GRIEVANCE PROCEDURE

SECTION 9.1 - PURPOSE

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

SECTION 9.2 - DEFINITIONS

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 scheduled "working day" including sick days not ordered by a medical care provider. Working day does not include approved vacation, personal absence, or compensatory days.

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 is not available to any employee serving his initial probationary period. However, any employee may meet with any level 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 alleges the same or similar facts, and who seek the same remedy may file one (1) grievance form listing all their names. All such grievances will be designated as a "group grievance" and they will exclude any other persons not listed by name in the original grievance after the filing date.

SECTION 9.3 - TIME LIMITS TO BE FOLLOWED

All parties will follow the time limits established in the grievance procedure. If the person filing the grievance, or the Union, fails to present a grievance in time, or to advance it to the next level in the time limits prescribed, it will be considered to be withdrawn. If the time procedure is not followed by the supervisor/administration, the grievance will automatically advance to the next level. The time limits established in the grievance procedure may be extended by mutual agreement between the Employer and the Union provided the extension is reduced to writing and the period of extension is specific.
SECTION 9.4 – GRIEVANCE FORMS

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

SECTION 9.5 – MEETING ATTENDANCE

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

B. Unless otherwise agreed by the parties, or if the grievant is not reasonably able to attend, grievants must attend scheduled grievance meetings. If the grievant unreasonably fails to attend the grievance meeting, the grievance will be considered withdrawn.

SECTION 9.6 – GRIEVANCE PROCESS

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

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.
B. Level 2 - Division Commander/designee: If the grievance is not settled at Level 1, and the grievant desires to pursue the grievance, the grievant will 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 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 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.

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

D. GENERAL PROVISIONS - If at any level of this grievance procedure a recommendation is made satisfactorily resolving the Grievant’s request, the recommendation made by the supervisor will be submitted for the approval or disapproval to the next level and each succeeding level as set forth in this grievance procedure. If after review of such decision, a recommendation disapproving the resolution of the grievance is made, then the grievance will automatically proceed to arbitration. 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.

The parties may mutually agree to consolidate multiple or group grievances.
SECTION 9.7 – ARBITRATION

On arbitrable matters, the following will apply:

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within seven (7) days after receipt of the Sheriff’s /designee’s decision in Level 3. The Union will immediately inform the Employer, in writing, of their intent to arbitrate the matter. In all cases, this request must be made within seven (7) days of the receipt 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 Union will strike the first name, the Employer will then strike a second name, the Union will strike a third name, the Employer will strike a fourth name, the Union will strike a fifth name, and the Employer will strike a sixth name. 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 recommend, 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.

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 equally shared by the parties. 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 the employee’s 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.
ARTICLE 10

EMPLOYEE DISCIPLINARY PROCEDURE

SECTION 10.1 - COPIES OF DISCIPLINARY ACTIONS

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

SECTION 10.2 - INVESTIGATION OF MISCONDUCT

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

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

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

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

- The employee will be afforded the opportunity to consult with a Union representative or attorney prior to an interview and will be permitted to have a Union representative or attorney present at the interview. The opportunity to consult with a Union representative or attorney or to have the representative or attorney present at the interview will not unreasonably delay the interview. The availability of the Union representative or attorney, time of day, etc. will be taken into consideration when defining "unreasonable delay". An inquiry during the event in question will not be restricted by issues of prior notice, representation, or issuance of notice of representation, as provided in this section.

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

- The Employer will make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies.
• The employee is required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which the employee is entitled under the laws of the State of Ohio or the United States.

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

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

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

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

C. TIME LIMITS

After an employee is officially notified in writing and provided a summary of exact details of an investigation, the investigator will have thirty (30) employee working days to complete the investigation. The Employer will then have fifteen (15) employee working days to recommend disciplinary action if necessary, and to serve formal charges 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.

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

D. TIME LIMIT EXTENSIONS & EXCEPTIONS

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

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

When an investigation into alleged misconduct of the employee has been completed, the employee will be furnished 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 any interview, that the employee is the focus of: (specify those that apply)
   • a criminal offense
   • misconduct that would be grounds for termination, suspension, or other disciplinary action, and/or that the employee may not be qualified for continued employment with the Employer.

2. Any employee who becomes the subject of a criminal or administrative investigation may have legal counsel and/or a Union representative present during all interviews. This representation is confined to counseling.

3. The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

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

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

6. The employee or Employer may request that an interview be recorded. If recorded, the Employer will record the interview with the employee having the option to do likewise. There can be no "off the record" questions. Upon request, the employee under investigation will be provided an exact copy of
any written statement 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 investigation
interviews, the employee will be afforded an opportunity and facilities to
contact and consult privately with an attorney of employees choosing, before
being interviewed. The employee will be entitled to such intermissions as
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 employees resignation. This does not
preclude the Employer or the Union from offering resignation as an option to
termination, where appropriate.

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

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

SECTION 10.4 - COMPLAINT AGAINST EMPLOYEE

A. All formal complaints filed by a citizen against bargaining unit members will be
submitted by the complainant in the complainants 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, 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 is filed more than four (4) months after the date of the alleged
event, and the complaint could not lead to a criminal charge, the accused bargaining
unit member may be ordered to respond to the complaint and to the investigation.
Should this occur the bargaining unit member will not be subject to disciplinary
action for that complaint. The complaint time limit does not include any E.E.O.C.
(Equal Employment Opportunity Commission) or O.C.R.C. (Ohio Civil Rights
Commission) complaint.
SECTION 10.5 - FALSE COMPLAINTS

If false complaints are alleged to have been made against a member of the bargaining unit(s), that employee may choose to proceed as a complainant, in a criminal action against the perpetrator through the court system if a prosecution can be conducted without impairing the essential confidentiality of, and surrounding investigation of, the departmental and/or criminal investigation. The Employer will permit the employee, that time required during employees 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 on the severity of the violation of the rule, regulation, policy, procedure or directive, may start at any level of discipline including demotion or dismissal. Other forms of counseling or instruction will not be considered discipline.

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

- Letter of Caution
- Letter of Reprimand
- Loss of Vacation Time (In less than five (5) days increments.)
- Suspension
- Working Suspension
- Demotion or
- Removal

C. The Union may arbitrate any final order or decision of the Sheriff that results in loss of vacation time, suspension, working suspension, demotion, or discharge.

If the Union elects to use arbitration, it will start at the Arbitration Level of the Grievance Procedure.
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 entitlements to compensation and benefits, and to meet legal requirements
prescribed in the Ohio Revised Code.

B. The Employer will release information contained in an employee's personnel file to
outside persons and/or agencies only after review and recommendation to release
said information, by Legal Counsel. Anytime anyone makes a public records
request to receive documents from any bargaining unit member's personnel file, the
bargaining unit member will receive written notification of the request.

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. Demotions and suspensions/loss of vacation time will be placed, and remain
in the employee's file for two (2) years. If a second disciplinary action occurs while a
previous action is still in active status, all disciplinary actions will remain in the
employee's file until expiration of the latest disciplinary action. The Personnel
Director will place an employee's active disciplinary action records into the
employee's personnel file. When active disciplinary records expire, the Personnel
Director will place the inactive disciplinary action documents into a sealed file. Such
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 a public records law.

D. As documents are removed from an employee's personnel file they will be
maintained in accordance with the Montgomery County record retention schedule.

E. Employees may annually upon two (2) administrative days prior notice, review items
contained in their personnel file. The employee may be accompanied by another
person of the employee's choice when reviewing the employee's file. If desired, the
employee may copy documents contained in employee's file and will be charged
only for the actual cost of reproducing desired documents.

F. If the employee is not in agreement with documents contained in employee's file, the
employee may request, in writing, that the Sheriff review specific documents and
delete 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, 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 Union by its Director. Other persons will be permitted to attend only
with the approval of both parties.

D. Minutes of the Labor Management meeting will be made and the Employer will
provide the Union with written copies of these minutes distributed to each section
within 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 new or existing rules, directives, policies, and procedures are established or existing rules, directives, policies, and procedures are changed, they will be incorporated into the Sheriff's Office Written Directives System as specified in the General Orders Manual. The rules, policies and procedures will be distributed by means determined by the Employer which may include electronic distribution.

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

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

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

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

IMMUNIZATIONS

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

BLOOD DONORS

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

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

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

SAFETY

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

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

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

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

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

F. Items of safety may be addressed at the Labor Management Committee Meetings as necessary.

G. 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.

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

IN-SERVICE TRAINING

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

DISTRIBUTION OF THE CONTRACT

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

UNIFORMS

A. The Employer will purchase uniforms, consisting of shirts, pants, sweater, body armor, jackets, hats, badges, collar brass, buttons, nameplates, service stars/bars, identification card, and other uniform items approved by the Employer. The Employer will purchase biennially one pair of shoes or boots at a cost not to exceed two-hundred fifty dollars ($250.00), or on an as needed basis.

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

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

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

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

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

G. Lieutenants and Sergeants assigned to the Special Investigations Section, Organized Crime Unit, and the Inspectional Services Unit, whose assignment is not temporary, are eligible to receive a five-hundred dollar ($500) clothing allowance. Employees may receive this benefit one-time only during their employment with the Sheriff's Office regardless of their rank/classification, or bargaining unit. Additionally, Lieutenants and Sergeants whose daily assignment requires business attire will receive a two-hundred fifty dollar ($250) clothing allowance for subsequent years to be paid on the first pay period annually.

H. The Sheriff agrees to reimburse all bargaining unit employees for the repair and/or replacement cost of any patrol rifle and accessories owned by an employee that is damaged, destroyed and/or confiscated in the line of duty, up to $1,250.00.
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 Sheriff, 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

The Sheriff will provide parking spaces for the Sergeants and Lieutenants. The parking provided will be in the County Parking Garage or be within reasonable walking distance of the area of assignment. All complaints pertaining to parking will initially be addressed with the Union Director.
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 of positions is vested with the Employer. When making substantial changes in the duties of the Sergeant or Lieutenant Classification, the Employer will meet and confer with the Union before implementation.

B. The hourly base rate of pay assigned to the classifications of Sergeant or Lieutenant with the Sheriff's Office 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

An Employee Assistance Program will be made available to all employees.
ARTICLE 23

EMPLOYEE PERFORMANCE EVALUATIONS

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

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

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

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

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

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

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

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

G. 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 nonselection for a vacancy or promotional position.
EPIPs will be maintained twelve (12) months or until the next annual performance evaluation is received, whichever is longer, after which time it may not be utilized by the Employer for any personnel decision involving any employee covered by this Agreement.
ARTICLE 24

PROMOTIONAL PROCESS

SECTION 24.1 – SERGEANTS' PROMOTIONAL PROCESS TO THE RANK OF LIEUTENANT

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

- Two (2) years of continuous service with the Montgomery County Sheriff’s Office in the classification of Sergeant.

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

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

<table>
<thead>
<tr>
<th>Written Examination</th>
<th>20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment Center Score</td>
<td>60%</td>
</tr>
<tr>
<td>Seniority Points Score</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Final Ranking</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TOTAL YEARS OF SERVICE</th>
<th>TOTAL SENIORITY POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.0</td>
</tr>
<tr>
<td>2</td>
<td>2.0</td>
</tr>
<tr>
<td>3</td>
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<td>6.4</td>
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<td>8.2</td>
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<tr>
<td>12</td>
<td>8.8</td>
</tr>
<tr>
<td>13</td>
<td>9.4</td>
</tr>
<tr>
<td>14+</td>
<td>10.0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>10.0</td>
</tr>
</tbody>
</table>
Seniority will be computed according to time in the rank of Sergeant.

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

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

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

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

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

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

The rank of Captain is a non-classified position and therefore, promotion to Captain will not be covered by this bargaining Agreement.
ARTICLE 25

LEAVES OF ABSENCE

SECTION 25.1 – LEAVE OF ABSENCE

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

C. If the employee on leave of absence without pay fails to return to work at the expiration or cancellation of a leave of absence without first securing an extension before the expiration date of such leave, the employee may be 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

A. Employees may use sick leave, subject to approval of the Employer, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness or injury of a member of the immediate family 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, not
later than one (1) hour before the normal starting time of the shift. Unless
notification is given, no sick leave will be approved except in unusual cases and then
only after the approval of the Division Commander.

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

During any calendar year in which an employee has utilized more than fifty-one (51)
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 hospitalization, follow-up visits due to documented
hospitalization, bereavement leave 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 fifty-one (51) 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, and the estate of employees who die
while employed full-time with Montgomery County will receive cash payment for
accumulated sick leave as follows:

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

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

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

SECTION 25.3 – PERSONAL ABSENCE LEAVE

All employees after completing one (1) year of service will be entitled to three (3) days of personal leave with pay during each calendar year. 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 his/her scheduled work week 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 this employees' scheduled work week.- An employee having accrued 600 hours of available sick time on the last day of the calendar year and during that calendar year had perfect attendance, the employee will be entitled to one (1) personal absence day during the next calendar year. Perfect attendance is defined as no sick leave use. This personal leave will not be used for a period of less than a duty day. Leave request forms must be submitted through the chain-of-command. An employee with at least 2000 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.

PA DAY Requirements                   PA Days

One year of full-time employment      3

Perfect Attendance (no use of sick time, except as set forth in this paragraph) 2

OR

Use of sick leave equivalent to the employee’s scheduled work week 1

Perfect Attendance PLUS 600 hours of accrued sick leave 1

1800 hours of accrued sick leave 1

Maximum possible 7

SECTION 25.4 - BEREAVEMENT LEAVE

A. Bereavement leave will be granted not to exceed one work week (based on the employee’s work week schedule) for the funeral of a member of an employee's immediate family. Such leave although deducted from sick leave will be recorded as
bereavement leave, will not be used for the purpose of an employee performance
evaluation and will not count as an occurrence.

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

C. When the use of bereavement leave becomes necessary, the employee or some
member of the employee's immediate family will notify the Records Section by
telephone as soon as they have knowledge of the death, but not later than one (1)
hour before the normal starting time of the shift. Unless notification is given, no
bereavement leave will be approved except in unusual cases and then only after the
approval of the division commander.

SECTION 25.5 - PREGNANCY LEAVE

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

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

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

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

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

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

G. If the employee elects to be off work more than ninety (90) days of the one hundred
eighty (180) days, the employee will notify the Employer, in writing, of an intent to
use more than ninety (90) of the one hundred eighty (180) days and will give the
Employer at least thirty (30) days notice prior to the intended date of return.
Maternity leave will be without pay unless the employee elects to use accumulated
vacation or sick leave for this purpose.

SECTION 25.6 - EDUCATIONAL LEAVE

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

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

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

3. The employee must return to work.

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

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

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

SECTION 25.7 – MILITARY LEAVE

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

SECTION 25.8 - WAGE CONTINUATION / TRANSITIONAL DUTY

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

B. The Employer will not be liable for the injury of an employee resulting from, or arising
out of, outside employment, and off the job injuries. Wage Continuation may not be
used under these circumstances.
C. The Employer reserves the right to withhold benefit payments or take disciplinary action, up to and including termination, against any employee who is guilty of submitting a false claim for benefits covered in this article or for working for another Employer while on Wage Continuation when physically capable of performing in his assigned classification.

SECTION 25.9 - JURY DUTY

Employees will be paid at their regular rate of pay for 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.

SECTION 25.10 - LEAVE CONDITIONS

When employees take any of the above-mentioned leaves of absence, they will receive from the Employer, in writing, notice of all requirements for returning from leave. A copy of said notice will be signed by the employee and placed in the employee's personnel records.
ARTICLE 26

WAGE RATES AND LONGEVITY

SECTION 26.1 - DIFFERENTIAL

A. Employees of the rank of Sergeant in this bargaining unit will receive a rate of pay at least seventeen percent (17%) greater than the base rate of pay of the next lower classification/rank. This is to compensate Sergeants for the additional managerial and administrative responsibilities that have arisen, as well as to compensate existing Sergeants for reduced opportunities for promotion and to attract qualified candidates to the classification/rank of Sergeant. The base rate of pay for Sergeants may not be less than seventeen percent (17%) higher than the top step of the Deputy Sheriff's salary rate schedule. The base rate of Lieutenants will be calculated on the base rate of pay of Sergeants.

B. In addition, there shall be a sixteen percent (16%) differential between Sergeants and Lieutenants.

C. During their probationary periods, employee in both the Sergeants' and Lieutenants' classification/rank will receive a rate of pay equal to ninety-five percent (95%) of the base rate of pay for their classification/rank. Upon completion of probation, all bargaining unit employees shall move to Step 2 of the wage scale.

D. In regards to subsection 26.1.A and 26.1.B, all bargaining unit members will receive at least the following increases to their base rates:

Year one, January 1, 2017 – December 31, 2017: 2.5%
Year two, January 1, 2018 – December 31, 2018: 2.5%
Year three, January 1, 2019 – December 31, 2019: 2.5%

SECTION 26.2 - LONGEVITY

A. Supervisors in active pay status, with continuous service with the Montgomery County Sheriff's Office will be eligible for annual longevity payment according to the following schedule:

• Supervisors 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 (2.0%) of their base salary that year.

• Supervisors 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.

- Supervisors 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 (2.50%) of their base salary each year.

- Supervisors 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-quarter percent (2.75%) of their base salary each year.

- Supervisors 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. The above payments will be paid in a lump sum on the second payday of November, in each calendar 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 (1.50) times the regular/straight 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 which average forty (40) hours per week, will be eligible for overtime pay only for that time worked in excess of an average forty (40) hour work week as established by a rotating shift schedule.

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

D. An employee working their normal scheduled day off will be compensated at the rate of one and one-half (1.50) their straight time rate for such time worked provided the employee works their normal work days in the work week or was on approved paid leave. The Section Commander may adjust schedules for departmental or employee benefit. An employee who is ordered in on their scheduled day off will be paid a minimum of four (4) hours overtime pay. An employee ordered in on a normally scheduled duty day, but at a time other than their normal and prescheduled work hours and not in conjunction with normal duty hours will receive a minimum of two (2) hours overtime pay.

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

G. The Special Investigation Section will be exempt from the overtime seniority list as described above.

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

H. Employees ordered by a supervisor to be on stand-by status (specifically receiving verbal instruction from a supervisor to be available during a specific time period while off duty), for a period of twenty-four (24) hours or less 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.

I. Those employees whose names are on the voluntary overtime call up list are expected to accept some overtime. Personnel refusing overtime six (6) consecutive times for the same section during a three (3) month period will be removed from the call up list for that section for a period of three (3) months. Employees may appeal the termination 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.

J. Hold-over overtime will not be ordered for periods greater than four (4) hours 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.

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 deputy will be selected to work the event.

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

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

SECTION 27.6 - COMPENSATORY TIME

A. An employee may choose to take compensatory time in lieu of overtime compensation if employee indicates such choice on the Overtime Compensation Form for the tour of duty in which the overtime is worked. Compensatory time will be credited to the employee at the rate of one and one-half (1½) hours for each overtime hour worked. In cases of all overtime accrued except for overtime accrued in the course of training, the employee may choose whether to receive compensatory time in lieu of paid overtime provided that such compensatory time is taken prior to transfer from the Division in which it was accrued. When an employee accrues a maximum of fifty-one (51) hours of compensatory time, the employee is expected to use this time as soon as staffing requirements of the section will allow, subject to supervisory approval. The 51 hour compensatory time maximum hours will not be deducted until the time is actually utilized by the employee. If an employee has reached the maximum 51 hour compensatory time; further compensatory time will be converted to the appropriate overtime pay.

B. Should the employee be transferred from the Division in which the compensatory time was accrued the employee will be compensated at their straight rate of pay for unused compensatory time not to exceed the maximum of fifty-one (51) hours. Employees who have accrued compensatory time will, upon termination of employment or death, be paid for the unused compensatory time at their rate of compensation at the time of separation.

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

SECTION 27.7 - ROTATING SHIFTS

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

SECTION 27.8 - COURT TIME

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

B. In cases where no subpoena was issued the employee will attach a paper which states who requested the employee's presence, the date, start and finish time, and signature of the Assistant Prosecutor. This paper will then be attached to the Employee Court Compensation Request Form and submitted to the employee's supervisor as required.

C. Court time that is 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 ensure that the 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 was 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.

D. If more than one (1) court case occurs within employee's scheduled court time it will be considered as a continuous court case and employee's time and compensation due will be continued until all cases are complete.
SECTION 27.9 - TRAINING

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

SECTION 27.10 - MANDATORY MEETINGS

Mandatory meetings may only be called by the Sheriff, Chief Deputy or a Division Commander, in writing. Employees required to attend, other than on-duty, will be compensated at their rate of time and one-half for a minimum of two (2) hours, or if the meeting exceeds two (2) hours, for the duration of the meeting.
ARTICLE 28

HOLIDAYS & HOLIDAY PREMIUM PAY

SECTION 28.1 - HOLIDAYS

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

1. New 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. If an employee's work schedule is other than Monday through Friday, the employee is entitled to Holiday Premium pay even when the holiday falls on the employee's day off.

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

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

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

SECTION 28.2 – HOLIDAY PREMIUM 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 the holiday and after the holiday or are on paid leave. Paid leave will be defined as approved sick leave, vacation, personal leave, or compensatory time for the purpose of this Article.

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 present at their assignment on New Year's Day, Thanksgiving, or Christmas, will be paid their holiday premium pay at the rate of 1.5 times the employee's hourly rate. This premium pay will be paid to a maximum of the employee's scheduled shift hours per holiday and will not be paid in addition to any other premium rate compensation, e.g. overtime, for their regular/straight time tour of duty.
ARTICLE 29

VACATION

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

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ANNUAL ACCRUAL</th>
<th>BI-WEEKLY RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year but less than 6 years</td>
<td>80 working hours</td>
<td>3.1</td>
</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. Employees are entitled to compensation at their current rate of pay for any earned
but unused vacation leave to the employee's credit, at the time of separation. In the
case of the death of a Sheriff's employee, the unused vacation leave of any such
employee will be paid in accordance with Section 2113.04 of the Ohio Revised
Code.

C. Vacation leave will be taken at such time as the employee and section commander
mutually agree. Vacation leave, excluding the prime vacation period (May 15th to
September 15th) may be submitted once the annual watch assignment is posted
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 reduce manpower beyond the levels permitted under division/section
guidelines. All leave requests will be submitted and authorized, in writing, no later
than three (3) days before the leave date. Exceptions may be made at the discretion
of the supervisor.

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

E. Seniority in classification will be used to determine preference for vacation during the
period of May 15th - September 15th each year. Section Commanders will post
vacation schedules by April 1st of each year. Employees wishing to exercise
seniority preference for paid leave requests must submit their request by May 1st of
each year.
F. 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.

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

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

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

SECTION 30.1 - ELIGIBILITY AND COVERAGE

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

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

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

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

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

SECTION 30.2 – PREMIUMS

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

<table>
<thead>
<tr>
<th>Coverage Level</th>
<th>Monthly Payroll Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Buy-Up Plan</td>
</tr>
<tr>
<td>Employee only</td>
<td>$195.00</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$255.00</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$270.00</td>
</tr>
<tr>
<td>Family</td>
<td>$330.00</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.

D. Within thirty (30) days of the time the Employer becomes aware of any proposed changes in health insurance costs for members of this bargaining unit, the parties shall meet and negotiate on this issue. One goal of said negotiations shall be to examine and agree upon ways to lessen the impact of said higher insurance costs on employees.

SECTION 30.3 – WAIVER

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

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

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

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

SECTION 30.4 - LIFE INSURANCE

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

SAVINGS CLAUSE

A. 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 and terms and conditions of employment except those addressed in O.R.C., Section 4117.10A or its successor statute. However, any matter properly appealable to any state agency or board, under this Agreement, will follow the regulations of that board or agency.

C. 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.

D. Any or all Articles of this contract may be reopened for negotiations by mutual consent of all parties involved.
ARTICLE 32

DURATION OF CONTRACT

Except as more specifically set forth in individual Articles of this Agreement, this Agreement will be effective beginning January 1, 2017, and will remain in effect through December 31, 2019.
IN WITNESS WHEREOF, the parties have hereunto set their hands on the 25th day of August, 2017.

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO:

DEBORAH A. LIEBERMAN

JUDY DODGE

DAN FOLEY

OR

JOSEPH TUSS
MONTGOMERY COUNTY ADMINISTRATOR

ON BEHALF OF THE OPBA:

JOSEPH HEGEDUS, ESQ.
CHIEF NEGOTIATOR

SERGEANT DAN ADKINS

SERGEANT DENNIS KRUST

SERGEANT TIM TURNER

SERGEANT MIKE WILLIAMS

ON BEHALF OF MANAGEMENT:

SHERIFF PHIL PLUMMER
MONTGOMERY COUNTY, OHIO

JULIE A. BROESSLER
PERSONNEL DIRECTOR/CHIEF NEGOTIATOR

CHIEF DEPUTY ROB STRECK
MONTGOMERY COUNTY, OHIO