



AGREEMENT
BETWEEN
THE MIAMI COUNTY
SHERIFF, AND
THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL,
INC.

BARGAINING
UNIT B
(DEPUTIES)

2019-MED-09-0827

EFFECTIVE JANUARY 1, 2020 THROUGH
DECEMBER 31, 2022

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PREAMBLE

This Agreement, entered into by the Miami County Sheriff's Office, hereinafter referred to as the "Employer" or the "Sheriff," and the Fraternal Order of Police, Ohio Labor Council, Inc. (Deputies' Unit), hereinafter referred to as the "FOP," "FOP/OLC," or the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Whenever the term "employees" is used in this Agreement, it shall refer to all employees occupying positions within the bargaining unit covered by this Agreement unless otherwise specified.

ARTICLE 1 F.O.P. RECOGNITION

Section 1.1. Exclusive Representative The Employer recognizes the FOP as the sole and exclusive representative for the employees included in the bargaining unit, for any and all matters relating to wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Agreement.

Section 1.2. Bargaining Unit/Exclusions The bargaining unit includes all full-time employees, as set forth in the amended certification issued by the Ohio State Employment Relations Board [Case Number 95-REP-02-0020 (Unit 2)], employed in the classification of:

Deputy Sheriff

All other classifications within the Sheriff's Office are excluded from the bargaining unit. All management level employees, confidential, supervisory, seasonal, and casual employees, and all other employees specifically excluded by the Ohio Collective Bargaining Law shall be excluded from the bargaining unit.

ARTICLE 2 F.O.P. SECURITY

Section 2.1. Dues Deductions The Employer agrees to deduct FOP membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 2.2. Employee Authorization The Employer agrees to deduct FOP membership dues once each month from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the

employee's designee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. Indemnification The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 2.4. Cessation of Dues Deductions The Employer shall be relieved from making dues upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; or (4) an unpaid leave of absence. The Employer is relieved from making dues check-off deductions upon an employee's: (1) revocation of the check-off authorization; or (2) resignation by the employee from the FOP.

Section 2.5. Inadequate Funds The Employer shall not be obligated to make dues deductions from any employee who, during any month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 2.6. Errors in Dues Deductions The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

Section 2.7. Union Certification of Dues Rates The rate at which dues are to be deducted shall be certified to the Employer or designee by the FOP during January of each year. One (1) month advance notice must be given to the Employer or designee prior to making any changes in an individual's dues deduction.

Section 2.8. Authorization and Revocation Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

ARTICLE 3 F.O.P. REPRESENTATION

Section 3.1. FOP Representatives Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative(s) shall identify themselves to the Employer or the Employer's designated representative.

Section 3.2. Employee Representatives The Employer shall recognize employees designated by the FOP to act as FOP representatives for the purpose of representing employees within the same bargaining unit as outlined under this Agreement.

Section 3.3. Roster The FOP shall provide to the Employer an official roster of its officers and FOP representatives which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home telephone number
- (4) Immediate supervisor
- (5) FOP office held

No employee shall be recognized by the Employer as a FOP representative until the FOP has presented the Employer with written certification of that person's selection.

Section 3.4. Investigations on Non-Work Time The investigation and writing of grievances shall be on non-work time unless otherwise permitted by the supervisor. No employee or representative shall suffer any loss of pay for attending grievance hearings during regular duty hours.

All grievance hearings shall normally be scheduled during the grievant's scheduled duty time, or within one hour prior to or after the grievant's tour of duty. This provision, described above, does not apply to arbitration proceedings. Any time spent in grievance hearings outside normal work hours shall not be considered hours worked nor compensable time.

Section 3.5. Union Activity Rules governing the activity of FOP representatives are as follows:

- (1) The FOP agrees that no official of the FOP, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of other employees. The FOP further agrees not to conduct FOP business during working hours except to the extent specifically authorized herein.
- (2) The FOP shall not conduct FOP activities in any work area(s) without notifying the supervisor(s) in charge of that area(s) of the nature of the FOP activity.
- (3) The FOP employee official shall cease unauthorized activities immediately upon the request of the Sheriff or his designee, the supervisor of the area where the unauthorized activity is being conducted, or upon the request of the employee's immediate supervisor.

ARTICLE 4 NONDISCRIMINATION

Section 4.1. Union Activity The Employer agrees not to restrain or coerce any employee because of Union membership or because of any legal, authorized employee activity in an official capacity on behalf of the Union.

Section 4.2. Employee Choice The Union agrees not to restrain or coerce any employee because the employee chooses to abstain from membership in the Union or involvement in Union activities.

Section 4.3. Gender All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees except where sex is determined to be a bona fide occupational qualification.

Section 4.4. Joint Pledge The Employer and the FOP agree not to unlawfully discriminate against any bargaining unit employee because of that individual's race, color, religion, sex, pregnancy, national origin, disability, age, ancestry, genetic information, or military or veteran status.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1. Management Rights. The Employer possesses the sole right to operate the Sheriff's Office and all management rights repose in it. The Employer's exclusive rights include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as functions and programs of the Sheriff's Office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause;
- F. Determine the adequacy of the workforce;
- G. Determine the mission of the Sheriff's Office as a unit of government;
- H. Effectively manage the workforce; and
- I. Take actions to carry out the mission of the Sheriff's Office as a governmental unit.

Section 5.2. Residual Rights The FOP recognizes and accepts that all functions, rights, powers, and responsibilities of the Employer in regard to the operation of its work and business and the direction of its workforce has not specifically abridged, deleted, granted or modified by the express and specific terms of this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1. Grievance Definition and Limits The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws, and/or by the United States or Ohio State Constitutions.

Section 6.2. Procedure for Grievances, Withdrawal, Advancement of Grievances All grievances must be presented at the proper step and time in progression in order to be considered at the next step.

The aggrieved party may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal.

In cases where a grievance is being filed because of a suspension or a termination action taken against the grievant, the grievance shall be filed beginning at Step 2 of the grievance steps.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by written mutual agreement.

Section 6.3. Time for Submission of Grievance A grievance must be submitted to the formal grievance procedure within:

- A. Ten (10) calendar days after the grievant knows or should have known the facts giving rise to the grievance but in no case later than:
- B. Thirty (30) calendar days following the date the incident occurred which gave rise to the grievance.

Whichever of the above occurs first shall be the controlling deadline date.

Any grievance filed more than thirty (30) calendar days after the date of the incident which gave rise to the grievance will be considered not to have existed. Any grievance filed more than ten (10) calendar days after the employee becomes aware of the facts will also be considered not to have existed. Any grievance failing to meet either of the above time limits shall not be subject to arbitration.

Section 6.4. Grievance Information Required All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date grievance was first discussed;
- C. Date grievance was filed in writing;
- D. Name of supervisor with whom grievance was discussed;
- E. Date and time grievance occurred;
- F. Where grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and Sections of the Agreement violated; and
- I. Desired remedy to resolve grievance.

Section 6.5. Good Faith Effort; Grievance Procedure There shall be an earnest, good faith effort to settle disputes and controversies promptly through oral discussions between the employee and the employee's immediate supervisor. Any matter which cannot be resolved through such discussions and which meets the definition of a grievance as herein

defined, may be submitted through the formal grievance procedure within the ten (10) day time limit as provided in Section 6.3.

The following steps shall be followed in processing a formal grievance:

STEP 1: Sergeant or Lieutenant

The grievance must be submitted in writing to the Sergeant or Lieutenant. In order to be considered, the grievance must be submitted within the applicable time limit set forth in Section 6.3 herein. It shall be the responsibility of the Employer's representative to investigate the matter and provide a written response within fourteen (14) calendar days following the day on which the grievance was presented at Step 1.

STEP 2: Chief Deputy:

If the grievance is not resolved at Step 1, it may then be appealed by the grievant to the Chief Deputy provided such appeal is submitted within seven (7) calendar days following receipt of the response from Step 1. If either party requests a meeting, the Chief Deputy and/or designated representative shall schedule a meeting with the grievant, and a representative of the FOP/OLC if the grievant desires. The Chief Deputy shall review the grievant's arguments, investigate the matter as necessary and respond in writing to the grievant within fourteen (14) calendar days following the meeting between the parties, or, if no meeting is held, within fourteen (14) calendar days following receipt of the grievance.

STEP 3: Sheriff/Designee:

If the grievance is not resolved at Step 2, it may then be appealed by the grievant to the Sheriff provided such appeal is submitted within seven (7) calendar days following receipt of the response from Step 2. If either party requests a meeting, the Sheriff and/or designated representative shall schedule a meeting with the grievant and a representative of the FOP/OLC, if the grievant requests such representation. The Sheriff shall review the grievant's arguments and the previous responses from management, investigate the matter as necessary, and respond in writing to the grievant within fourteen (14) calendar days following the meeting between the parties, or, if no meeting is held, within fourteen (14) calendar days following receipt of the grievance.

STEP 4: Arbitration:

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon the request of the FOP/OLC in accordance with this Section of this Article.

- A. The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance, provided all the other requirements of this article have been met. Within fourteen (14) calendar days from the date of final answer on such grievance under Step 3 of the grievance procedure, or 14 days following the time for a response at Step 3, the FOP/OLC shall notify the Sheriff in writing of its intent to seek arbitration over an unresolved grievance.
- B. The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party cancelling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Sheriff or the Sheriff's representatives.

- C. After receipt of a request to arbitrate, a representative of each of the parties (the FOP/OLC and the Sheriff) may attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The FOP/OLC shall request the Federal Mediation and Conciliation Service to submit a panel list of fifteen (15) arbitrators from the State of Ohio or adjoin states who are members of the National Academy of Arbitrators. The Union shall be responsible for any filing fee required for the panel of arbitrators. The parties shall then choose an arbitrator by striking up to seven (7) names of any arbitrators on the list that either party wishes to eliminate from consideration and notifying the other party of the names that have been eliminated from the list. The parties shall then select an arbitrator by alternately striking the names of the arbitrators that remain on the list until only one (1) name remains, which shall be the arbitrator selected. Each party shall have the option to completely reject the names on the FMCS list and request another list after being notified by the other party of any names that have been eliminated from consideration. The party rejecting the list shall pay the cost of the additional list.

Once the FOP/OLC has submitted a timely request for arbitration, the parties must actively pursue the selection of an arbitrator and scheduling of a date for the arbitration hearing. If the Union fails to actively pursue the selection of an arbitrator or scheduling of the hearing during any consecutive 30 calendar day period, the grievance shall be considered resolved based on the Employer's last response.

- D. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- E. The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- F. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the grievant(s). The arbitrator shall be without authority to recommend any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. In cases of discharge, suspension, or demotion, the arbitrator shall have the authority to award modification of said discipline.
- G. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost for a hearing room, if any, shall be borne equally by the Employer and the FOP/OLC. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts.

- H. Any bargaining unit member testifying or subpoenaed to testify at an arbitration hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 6.6. Self Representation When employees covered by this Agreement choose to represent themselves in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of the representative's right to be present at the adjustment.

Section 6.7. Grievance Form The FOP shall use a grievance form which shall provide the information outlined in Section 6.4. The FOP shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 6.8. Adherence to Timelines Any grievance which the employee or the Union fails to file or process to the next step of the grievance procedure within the time limits expressed herein, or which is withdrawn by the employee or the Union, shall be considered invalid and not subject to arbitration, unless expressly agreed in writing by the Employer and the Union.

ARTICLE 7 DISCIPLINE

Section 7.1. Tenure, Just Cause The tenure of every bargaining unit employee of the Miami County Sheriff's Office shall be during good behavior and efficient service. No employee shall be reduced in pay, suspended, or discharged, except for just cause. The Employer may take this type of action while employees are on duty, working under the colors of the Employer, or off-duty representing themselves as an employee of the Sheriff's Office. The employees may not be disciplined for actions on their own personal time that do not reflect on the Sheriff's Office or do not violate any state or federal statutory provisions. Forms of disciplinary action may include:

- A. Verbal Counseling (shall be documented in writing);
- B. Written Warning;
- C. Written Reprimand;
- D. Suspension Without Pay (Employer and employee may mutually agree to a forfeiture of vacation or other paid leave time (not including sick leave) in lieu of all or part of a suspension without pay);
- E. Reduction in Pay; or
- F. Termination of Employment.

Section 7.2. Grounds for Discipline Incompetency, inefficiency, dishonesty, inability to perform the employee's normal duties due to use of alcohol or controlled substances, reporting

for duty under the influence of alcohol or a controlled substance, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without approved leave, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.

Section 7.3. Progressive Discipline, Exceptions Discipline shall be applied in a uniform manner and shall be progressive except in instances wherein an employee is charged with serious misconduct. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 7.4. Professional Manner Anytime the Employer or any of the Employer's representatives have reason to discipline an employee, said discipline shall be administered in a professional and, to the extent practicable, private manner.

Section 7.5. Serious Infractions Whenever the Employer determines that an employee may have committed a violation which could result in a suspension, reduction in pay, or termination of employment, a predisciplinary conference will be scheduled with the employee, and the employee's FOP representative if the employee desires, to give the employee an opportunity to offer an explanation of the alleged misconduct. Notice of a predisciplinary conference must be provided to the employee and Union no less than forty-eight (48) hours prior to the conference.

Section 7.6. Appeal of Discipline Any disciplinary actions may be appealed through the grievance procedure. However, a verbal counseling, written warning, or written reprimand shall not be appealable to arbitration.

Section 7.7. Investigation of Conduct Any investigative questioning regarding charges of employment misconduct shall be made under the following conditions:

- A. The questioning shall take place at the Sheriff's Office or other mutually agreeable site, unless the circumstances related to the matter being investigated justify otherwise.
- B. The employee shall be informed of the nature of the investigation before any questioning commences. If it is shown that the employee is being questioned as a witness only, the employee should be so advised prior to the commencement of the questioning. If the employee requests, the employee shall be permitted to have a representative present during the questioning.
- C. This Section shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a suspect or the target of a criminal investigation, the employee shall be afforded the same constitutional rights to which any other individuals are entitled.
- D. Any employee charged with or under indictment for a felony may be suspended without pay pending exoneration of all charges. If the employee is freed from all charges, the employee shall be reinstated with full back-pay and no loss of seniority. The employee may, however, still be subject to disciplinary action for any employment misconduct associated with the felony charge. If the employee is found guilty of the felony charge or pleads to a lesser charge that would disqualify the deputy from state certification as a law enforcement officer, the employee shall be discharged without appeal.

- E. Employee consent is necessary for the administration of polygraph or voice stress analyzer tests.

Section 7.8. Last Chance Agreements In lieu of more severe discipline, the Employer, at its sole discretion, may offer a last chance agreement, rehabilitation, a working suspension, or any combination of the above, which, if agreed upon by the employee and the Union, shall be binding on the Union and the employee and shall not be subject to appeal. Such alternative forms of discipline shall not establish a precedent for any future disciplinary actions.

Section 7.9. Waiver of Civil Service Law and Appeals The Employer and the Union mutually agree that it is their intent to waive Section 124.34 of the Ohio Revised Code.

Section 7.10. Arrest for Drugs Any employee that is arrested for the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be placed on paid administrative leave which shall commence upon the employee's exhaustion of his vacation time, compensatory time, and personal leave. If the employee is convicted, enters into treatment in lieu of conviction, or pleads guilty regarding the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be terminated. If the employee is found to be not guilty of the criminal charges described in this section, the employee shall be reimbursed all vacation, persona, and compensatory time exhausted per the above. However, the Employer may discipline the employee for any other policy and/or work rule violations that may have occurred. Nothing within this section shall be construed as a waiver of any rights to appeal in accordance with Article 6 herein; however, an arbitrator shall be limited to determining whether the conviction, guilty plea, or entrance into treatment in lieu of conviction occurred and if so, shall be without any power to modify the termination.

ARTICLE 8

PERSONNEL FILES / DISCIPLINE RECORD RETENTION

Section 8.1. Inspection Employees may inspect their personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have another employee of the Employer or an FOP/OLC representative of the employee's choice accompany the employee during such review.

Section 8.2. Responses to Information to File If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the employee's file. No anonymous material of any type shall be included in the employee's personnel file.

Section 8.3. Discipline Record Retention Records of verbal counseling and written warnings shall cease to have force and effect one (1) year from the date of issuance and written reprimands shall cease to have force and effect 18 months from the date of issuance and shall not be considered in regards to future disciplinary actions provided no intervening discipline has occurred. Any record of discipline resulting in a suspension of less than three (3) days shall

cease to have force and effect three (3) years from the date of issuance and shall not be considered in regards to future disciplinary actions provided no intervening discipline for a similar offense has occurred during such period. Any record of demotion or a suspension of three (3) days or more shall not be considered in regard to future disciplinary actions provided no intervening discipline for a similar offense has occurred during the five (5) year period following the date of such suspension or demotion. Upon written request from the employee identifying the specific record(s) of discipline, any record which no longer has force or effect will be removed from the employee's regular personnel file and placed in a separate file.

The above shall not be applicable in the case of any last chance agreement, or in any case where the parties mutually agree to different time limits.

Section 8.4. Confidential Records The time limits specified in Section 8.3 for disciplinary records to remain in force and effect shall be held in abeyance during the term of any layoff or long-term absence from work lasting more than ten (10) consecutive workdays. Upon the employee's return to work the time limit shall begin to run again for the remainder of the time specified in Section 8.3.

Section 8.5. Confidential Records Those records specifically designated by law to be confidential shall not be made available to the general public except by court order, subpoena, or by written permission of the employee.

ARTICLE 9 BULLETIN BOARDS

Section 9.1. Bulletin Boards The Employer agrees to provide one (1) bulletin board in each of the following locations for use by the FOP:

Training Center – next to dry erase board
Incarceration Facility – Break Room
Downtown Facility – Road Room

Section 9.2. FOP Notices All FOP notices of any kind posted on the bulletin board shall be signed, posted, or removed by the local FOP president or designee during non-work time. FOP notices relating to the following matters may be posted without the necessity of receiving the Employer's approval.

- A. FOP recreational and social affairs;
- B. Notice of FOP meetings;
- C. FOP appointments;
- D. Notice of FOP elections;
- E. Results of FOP elections;
- F. Reports of non-political standing committees and independent non-political arms of the FOP; and
- G. Non-political publications, rulings, or policies of the FOP.

All other notices of any kind not covered by A through G above must receive approval of the

Employer or designated representative. It is also understood that no material may be posted on the FOP bulletin board at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or officials;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; or
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 9.3. Limitations on Postings No FOP related materials of any kind may be posted anywhere in the Employer’s facilities or on the Employer’s equipment except on the bulletin board designated for use by the FOP.

Section 9.4. Removal of Precluded Materials Upon the request of the Employer or designee, the FOP shall cause the immediate removal of any material posted in violation of this Article. Refusal to remove said material will subject the employee to disciplinary action by the Employer.

ARTICLE 10 LABOR/MANAGEMENT MEETINGS

Section 10.1. Committee In the interest of sound labor/management relations, the Employer and/or designee(s) shall, upon request, meet with not more than three (3) representatives of the bargaining unit on a mutually agreeable date and time to discuss matters as outlined in Section 10.2 below.

Section 10.2. Agendas Agendas will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The names of those FOP representatives who will be attending shall be provided to the Employer. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP; Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency; and/or
- E. To consider and discuss health and safety matters relating to employees.

Section 10.3. Convening Meetings It is further agreed that if special labor/management meetings have been requested in writing, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 11 PROBATIONARY PERIODS

Section 11.1. Probationary Period, No Right to Appeal Every newly hired employee or employee promoted into the bargaining unit will be required to successfully complete a probationary period. The probationary period for new or promoted employees shall begin on the first day for which the employee receives compensation from the Employer in a bargaining unit position and shall continue for a period of one (1) calendar year, provided the employee has been certified by the Ohio Attorney General as a law enforcement officer prior to being placed in the new or promoted position. If the employee is not already certified on the date he/she is placed in the position, the probationary period shall begin upon the Employer’s receipt of formal notification that the employee has been certified by the Attorney General and shall continue for a period of one (1) year from that date. A newly hired or promoted probationary employee may be terminated any time during the employee’s probationary period and shall have no right to appeal such removal.

Section 11.2. Return to Bargaining Unit Employees promoted to a position outside the bargaining unit shall retain the right to return to their former position at their previous rate of pay, in the event they do not successfully complete the probationary period for the promoted position. However, nothing in this Article prohibits the Employer from removing such an employee from employment with the Sheriff’s Office during a probationary period pursuant to Article 7 of this Agreement.

Section 11.3. Waiver of Civil Service Law The Employer and Union mutually agree that this Article 11 shall supersede and replace any provisions contained in Section 124.27 of the Ohio Revised Code or any other provisions of the Ohio Revised Code that might otherwise conflict.

ARTICLE 12 SENIORITY

Section 12.1. Seniority Defined, Breaks “Seniority” shall be computed on the basis of uninterrupted length of continuous service with the Employer as a Deputy Sheriff.

- A. The following situations shall not constitute a break in continuous service:
1. A leave of absence approved in advance by the Employer;
 2. Sick leave or disability leave approved by the Employer;
 3. Promotions or movement to a full-time position within the Miami County Sheriff Office outside the bargaining unit;
 4. Authorized military leave; and
 5. A layoff of 18 months duration or less.
- B. The following situations shall constitute breaks in continuous service for which seniority is lost:
1. Discharge or removal for just cause;
 2. Disability or service retirement;
 3. Layoff for more than eighteen (18) months;
 4. Failure to return to work within ten (10) calendar days of a recall from layoff or as required in Article 13 of this Agreement;

5. Failure to return to work at the expiration of an approved leave of absence;
 6. A resignation; and
 7. An involuntary separation from employment.
- C. Any bargaining unit employee placed on a voluntary or an involuntary separation who does not seek a disability or service retirement and who is authorized to return to his/her previous position, shall retain all previous seniority which accrued prior to said separation. However, once the employee accepts a disability or service retirement, all previously accrued seniority is eliminated.

Section 12.2. Tie Breakers Ties in seniority shall be broken in the following manner:

- A. First day the employee is placed on the duty schedule;
If two (2) or more employees have the same seniority as determined in ("A") then,
- B. The score on the Written Employment Entrance Test will be used with the highest score being considered most senior and the least score considered least senior for the purposes of this article;
- C. If two (2) or more employees have the same score as determined in ("B") then,
- D. The Date of Application for Employment shall be used with the earliest date being considered more senior and the latest date considered least senior for the purpose of this article.

**ARTICLE 13
LAYOFF AND RECALL**

Section 13.1. Reasons for and Notice of Layoff When the Employer determines that, due to a lack of funds, reorganization, or a lack of work, a long-term layoff or job abolishment is necessary, the Employer shall notify affected employees five (5) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, again based on lack of work or lack of funds, as soon as possible. Layoffs are not to be used for any disciplinary action nor are they to be used in a discriminatory manner. The Employer, upon request from the FOP, agrees to discuss, with representatives of the FOP, the impact of the layoff on bargaining unit employees.

Section 13.2. Classifications for Layoff In the event a layoff of bargaining unit employees becomes necessary, the Employer shall layoff the least senior employee as defined in Article 12.

Section 13.3. Recall List Employees who are given a long-term layoff shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled without further training. The Employer shall provide training to recalled employees to meet any Ohio Police Officer Training Council requirements.

Employees who are placed on a short-term layoff shall be notified of their recall date at the time of the layoff.

Section 13.4. Notice of Recall from Long-Term Layoff Notice of recall from a long-term layoff shall be sent to the employee by certified mail, return receipt requested. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.5. Return to Work An employee recalled from a long-term layoff shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

An employee returning from a short-term layoff shall report to work on the date and time specified in the layoff notice.

Section 13.6. Supersede Civil Service Law The Employer and FOP agree that this layoff and recall procedure shall replace and supersede Sections 124.321 through 124.328 of the Ohio Revised Code, or any other sections of the ORC in conflict.

ARTICLE 14 PROMOTIONS AND SPECIAL ASSIGNMENTS

Section 14.1. Promotions The Employer agrees to post all vacancies within the Sheriff's Office in classifications which the Sheriff elects to permanently fill and to which bargaining unit employees would be eligible to promote. Notice of such vacancies shall be posted on the read and sign book and the employees e-mail for fourteen (14) calendar days.

During the posting period, bargaining unit employees shall be permitted to apply for such vacancies in accordance with the Employer's policy.

The position shall be awarded to the employee who best meets the criteria for selection established by the Employer's policy.

Once the selection has been made by the Employer, all applicants for the position will be notified.

Section 14.2. Special Assignments The Employer shall post notice of special assignments the Employer elects to fill on the read and sign book and the employees' e-mail for fourteen (14) days prior to selecting someone for the special assignment.

During the posting period, bargaining unit employees shall be permitted to apply for the special assignment.

The Employer shall notify those who apply for the special assignment of the individual selected for the special assignment.

ARTICLE 15 WORK RULES

Section 15.1. Application of Work Rules The Employer agrees that all work rules shall be applied uniformly within the group or groups of employees to who such work rules are directed.

The Employer recognizes that no rules, regulations, policies, procedures, or standard operating procedures shall be established that are in violation of any express terms of this Agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed. Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures, or other changes that materially affect the wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 34, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under RC Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

Section 15.2. Rules: Written, Distribution, Acknowledgement by Employees To the extent possible, work rules shall be reduced to writing and provided to appropriate bargaining unit personnel in advance of their effective date. A copy of any new or revised work rule shall be posted, by the Employer, on the Employer's bulletin board or via the computer network.

Section 15.3. Challenge to Rules Any work rule which violates the specific terms of this Agreement may be challenged by the FOP through the grievance procedure.

Section 15.4. Access by Computer, Acknowledgement Copies of the written rules, regulations, and procedures shall be made accessible to employees via the computer network.

Employees may be required to sign an acknowledgement indicating they have been made aware of the rules, regulations, and procedures.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 16.1. Work Schedule Each bargaining unit employee's work schedule shall be determined by the Employer. The normal work schedule shall consist of no more than one hundred and sixty-one and one-half (161½) hours in a twenty-eight (28) day work period. Any time worked in excess of eight and one-half (8½) hours per day or one-hundred and sixty-one and one-half (161½) hours during a twenty-eight (28) day work period shall be considered overtime,

however, there shall be no pyramiding of overtime payments for the same hours worked. In the event that a change from the current daily or weekly schedule occurs, the employee will receive overtime for time worked in excess of eight (8) hours per day or one hundred-sixty (160) hours during a twenty-eight (28) day work period. The parties agree that in cases of Department of Labor complaints, Title 29 USC Section 207 (k) shall be utilized for the purpose of determining the Employer's compliance with the Fair Labor Standards Act (FLSA).

Section 16.2. Hours Worked All hours in active pay status shall be considered hours worked for the purpose of determining overtime eligibility. For the purposes of this Article active pay status shall include vacation, compensatory time, and sick leave.

Section 16.3. Compensation for Overtime Worked, Compensatory Time Employees shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for any overtime actually worked. The Employer may elect to grant compensatory time in lieu of payment for overtime as described above. The Employer intends to utilize the process described in the preceding sentence for the training, implementation, and working of specialized assignments, e.g. bike patrol, SRT, etc., as well as during times in which there are budgetary constraints that prevent the payment of overtime. Compensatory time, if authorized, will be accumulated on a time and one-half (1½) basis for each hour of overtime worked. Employees shall not be permitted to accumulate more than forty-eight (48) hours of compensatory time, unless approved by the Sheriff. Any compensatory time in excess of forty-eight (48) hours shall be paid to the employee, unless approved as described above.

Employees shall request the use of compensatory time in writing no later than forty-eight (48) hours prior to the requested commencement of such leave. The Employer may determine the need for an employee(s) to use compensatory time accumulated or direct the payment of said compensatory time to the employee.

Section 16.4. Distribution of Overtime Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall make a reasonable effort to equally distribute offerings of overtime among qualified bargaining unit employees. In the event any bargaining unit employee does not desire to work overtime offered by the Employer, the Employer may order any employees that are qualified to perform the work to work the overtime.

Section 16.5. Required Overtime It is understood and agreed by the parties that when the Employer has determined that the operational needs of the Sheriff's Office require overtime, any or all employees may be required to work overtime.

Section 16.6. Schedule Adjustments, Flex Time The Employer may adjust the work schedule of an employee on a twenty-eight (28) day work period or an employee on a twenty-eight (28) day work period may, at the employee's option and with the approval of the employee's supervisor, choose to "flex" the employee's schedule within the period by doing one of the following:

- A. Taking time off of a regular scheduled shift equivalent to any number of additional hours worked, during the same twenty-eight (28) day work period; or

- B. Where special assignment (i.e., investigations, surveillance, etc.), military leave, or training requires non-standard working hours, by establishing the employee's work day or work period around non-standard hours.

Section 16.7. Shift Trades With the prior approval of the Employer or designee, a deputy may exchange days off or work shifts with another deputy subject to the following restrictions:

- A. If the deputy initiating the trade has vacation, personal leave, or compensatory time available and staffing levels permit him/her to utilize such time without creating the need to call in another deputy, the Employer may require the deputy to use such leave as listed above.
- B. Such trade shall not result in either employee working more than twelve and one-half (12½) consecutive hours. The Employer may make an exception to this restriction in the case of an emergency.
- C. At the time the request is made, the requesting employee must state when the time is to be returned to the working deputy, which shall be within three (3) weeks following the date of the trade. Such exchanges shall not affect the active pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

ARTICLE 17 WAGES AND COMPENSATION

Section 17.1. Effective the beginning of the first pay period which includes January 1, 2020, the rates of pay for bargaining unit employees shall be as follows in Appendix 1.

Section 17.2. Effective the beginning of the first pay period which includes January 1, 2021, the rates of pay for bargaining unit employees shall be as follows in Appendix 1.

Section 17.3. Effective the beginning of the first pay period which includes January 1, 2022, the rates of pay for bargaining unit employees shall be as follows in Appendix 1.

Section 17.4. Annual Rates. The above annual rates are based upon twenty-six (26) biweekly pay periods per year. The above hourly rates are based on an annual work schedule of two thousand and eighty (2,080) hours per year.

Section 17.5. Pay Range and Step Assignment Upon the implementation of this Agreement, each bargaining unit employee shall be assigned to the appropriate pay step. Thereafter, an employee shall be advanced to the next higher pay step in the pay period which includes the employee's anniversary date of hire.

Section 17.6. Entry Rate and Step Advancement New employees entering the bargaining unit shall normally start at Pay Step A and progress through the pay steps based upon completion of the required length of service. The Employer reserves the right to begin a new hire

at a higher pay step, where, in the determination of the Sheriff, the new hire's experience and qualifications warrant it.

Upon completion of twelve (12) months service, such employee shall be advanced to the next higher pay step in the pay scale, and shall progress through the remaining pay steps following each year of completed service, until the top pay step is reached.

Section 17.7. Step upon Return From Layoff Notwithstanding the above, any employee recalled from layoff shall reenter the pay scale at the same pay step (i.e., A, B, C, etc.) that the employee was at when the layoff occurred. Thereafter, the employee shall advance to each of the remaining steps after completion of twelve (12) months of service at the previous pay step.

Section 17.8. Officer-In-Charge Deputies who, in the absence of a supervisor, are assigned by the Employer as Officer- In-Charge for a work shift, or a majority of a work shift, shall receive an additional ten dollars (\$10.00) for each shift so assigned.

ARTICLE 18 HOLIDAYS/PERSONAL DAYS

Section 18.1. Scheduled holidays shall be as follows:

- New Year's Day, January 1st
- Martin Luther King Day, Third Monday in January
- Presidents' Day, Third Monday in February
- Memorial Day, Last Monday in May
- Independence Day, July 4th
- Labor Day, First Monday in September
- Columbus Day, Second Monday in October
- Veterans Day, November 11th
- Thanksgiving, Fourth Thursday in November
- Christmas, December 25th

Section 18.2. Pay for Holidays Worked Bargaining unit employees shall receive a twenty-seventh (27th) pay, payable in November of each year, as remuneration for the holidays which occurred during their period of employment in that calendar year.

Section 18.3. Personal Days In addition to the above listed holidays, upon the request of an employee, the Employer shall grant two (2) days of straight time paid personal leave to each employee per calendar year, provided that the granting of such request does not interfere with the efficient operation and staffing requirements of the Sheriff's Office. Notwithstanding the previous sentence, employees that start employment with the Miami County Sheriff will receive two (2) personal leave days if they begin their employment during the first six (6) months of the calendar year and only one (1) personal leave day if they begin their employment on or after July 1 of the calendar year.

Section 18.4. No Accumulation of Personal Leave Personal leave shall not accumulate from year to year nor shall personal leave be compensated for in any manner if not used.

Section 18.5. Requests for Personal Leave Personal leave shall be requested no later than forty-eight (48) hours prior to the requested commencement of such leave on the Personal Leave Form supplied by the Employer.

Section 18.6. Day After Thanksgiving In any contract year that the Miami County Commissioners pass a resolution granting the day after Thanksgiving as a holiday to the non-bargaining unit employees under their supervision, any deputies working on such holiday shall be granted an additional day, eight (8) or eight and one-half (8½) hours, of paid holiday leave.

ARTICLE 19 VACATION

Section 19.1. Vacation Leave Bargaining unit employees shall earn vacation leave in accordance with the following schedule:

Less than one (1) year of service completed:

Not eligible for vacation. However, vacation time shall accumulate at a rate of 3.1 hours per pay period.

One (1) year of service but less than eight (8) years completed:

80 hours vacation. Rate: 3.1 hours per pay period.

Eight (8) years of service but less than fifteen (15) years completed:

120 hours vacation. Rate: 4.6 hours per pay period.

Fifteen (15) years of service but less than twenty-two (22) years completed:

160 hours vacation. Rate: 6.2 hours per pay period.

Twenty-two (22) years or more of service completed:

200 hours vacation. Rate: 7.7 hours per pay period.

Section 19.2. Service Credit Notwithstanding Ohio Revised Code Section 9.44(C) employees who retire and are rehired and bargaining unit employees shall earn vacation credits based on their years of service with the State or any political subdivision of the State. Vacation credits are accrued while an employee is in active pay status. No vacation credit is earned while an employee is on any unpaid leave, disciplinary suspension, layoff, or any other absence without pay. Prorated vacation credit is granted for any part of a pay period. At the completion of eight (8), fifteen (15) and twenty-two (22) years of service with the Miami County Sheriff's Office, forty (40) hours of vacation credit shall be added to the employee's accrued balance and the employee shall begin earning additional vacation at the higher rate as specified in Section 19.1 above.

Section 19.3. Scheduling Vacation Leave Vacation shall not be granted in increments of time that are less than eight (8) hours in duration. Requests for vacation shall be made in writing by the employee to the Sheriff or designee to determine if accrued time is equal to time requested. This request shall normally be made seven (7) days prior to the first day of the work schedule in which the vacation is being sought. Exception to the time limit may be requested and

may be granted by the Sheriff or designee. Requests shall not be unreasonably denied if sufficient staffing exists.

Section 19.4. Prime Vacation Time The period from Memorial Day to Labor Day will be considered “Prime Vacation Time.” Requests for vacation during this period shall be submitted no later than April 1st of each year and shall be scheduled according to seniority. Requests turned in after this day may be approved on a first-come, first-serve basis. Vacation shall be scheduled in such a manner as not to interfere with the efficient operation of the Sheriff’s Office.

Section 19.5. Vacation Leave Scheduled and Maximum Accumulation Once an employee accrues two (2) years worth of vacation, no additional vacation will be credited. Once an employee has 22 years of service, the employee may accrue three (3) years worth of vacation.

Section 19.6. Conversion at Separation When any employee resigns from the Sheriff’s Office, the employee shall be paid for accrued but unused vacation as permitted in Section 19.5. Vacation payment shall not be paid when an employee is granted a leave of absence. Employees who encounter sickness while on vacation must furnish a doctor’s certificate for any time which is requested to be converted from vacation to sick leave.

Section 19.7. Waiver of Revised Code Provisions Regarding Vacation Leave The Employer and the Union mutually agree that it is their intent to not be bound by Ohio Revised Code Sections 325.19 and 9.44(A) and (B) as pertains to this Article.

ARTICLE 20 INSURANCES

Section 20.1. Medical Insurance The Employer shall provide hospitalization and major medical insurance for employees of the bargaining unit equal to the coverage provided to other non-bargaining unit employees under the County Commissioners’ jurisdiction and control.

The Employer reserves the right to make cost containment adjustments in the benefit coverage and/or make any adjustments necessary to comply with federal or state laws or regulations. In the event of such changes, the Employer agrees to meet with and confer with the Union prior to implementing such changes.

Section 20.2. Premium Contributions Employees shall pay fifteen percent (15%) of the cost of the health insurance plan and the Employer shall pay the remaining eighty-five percent (85%). The employee’s contribution for health insurance coverage shall be deducted from the employee’s pay. The Employer shall continue to pay the County’s share of the health insurance cost only while the employee remains in active pay status and/or is on approved Family and Medical Leave.

Section 20.3. Employer Determination of Carrier The insurance carrier shall be the sole discretion of the Employer. The Employer shall provide the FOP with a copy of the explanation of insurance benefits.

Section 20.4. Life Insurance The Employer shall provide a twenty thousand dollar (\$20,000) group term life insurance policy which includes accidental death and dismemberment benefits covering all bargaining unit employees.

The life insurance policy shall be provided at no cost to the employee.

Section 20.5. Liability Insurance The Employer shall maintain, at no cost to the employee, professional liability insurance for employees of the bargaining unit equal to the coverage in effect at the signing of this Agreement. (One million dollars [\$1,000,000.00] per incident).

Section 20.6. Annual Premium Increases In the event the insurance costs increase from one year to the next, the Employer may only increase the premiums one time per year.

ARTICLE 21 SICK LEAVE, DISABILITY SEPARATION

Section 21.1 Sick Leave Accrual Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in an active pay status (e.g., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid leave or layoff. Advance use of sick leave shall not be granted and the accrued time must have been accredited to the employee's sick leave balance during the previous pay period in order for the employee to be eligible to use such time during the current pay period.

Section 21.2. Transfer of Sick Leave An employee who transfers from another public agency or is reinstated by the Sheriff retains the employee's previous sick leave balance, provided that the time between separation and reappointment does not exceed ten (10) years and provided the employee did not receive payment for any percentage of the previously accrued sick leave balance upon separation from prior public employment.

Employees shall be required to notify their immediate supervisor via the Jail Control Room or Records Division, whenever they are going to be absent from work and provide verification of the reason(s) for their absence in accordance with the applicable Employer policies.

Section 21.3. Reasons for Sick Leave Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee which makes the employee unable to perform the duties of his/her position.
- B. Exposure of an employee to a contagious disease which would be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner which cannot be scheduled during non-work time.

- D. Death of a member of the employee’s immediate family. Such usage shall be limited to a reasonably necessary time in accordance with Article 22 herein.
- E. Illness, injury, or pregnancy-related condition of a member of the employee’s immediate family where the employee’s presence is reasonably necessary for the health and welfare of the employee or affected family member. In the case of a birth of a child, the father may use up to six (6) days of sick leave. Any other time the father requests off due to the birth of a child, other than to care for the child or mother who has a serious health condition requiring the employee’s presence, will qualify for family and medical leave, if the father has such leave available, but will not qualify for paid sick leave.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee’s immediate family by an appropriate practitioner where the employee’s presence is reasonably necessary and the appointment cannot be scheduled during the employee’s non-working hours.

For the purpose of this Article, immediate family shall be defined as the employee’s mother, father, son, daughter, spouse, legal guardian, or other person who stands in place of a parent (loco parentis), brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, or the spouse’s mother, father, sister, brother, or grandparents.

Section 21.4. Sick Leave Justification, Conduct While on Sick Leave In order for an employee to be paid while on sick leave, the employee shall submit a written statement requesting the leave including the reason for such leave and have it approved by the Sheriff or designee. While absent from work due to an illness or injury employees are expected to remain at home caring for themselves or family member’s illness or injury, or at a place which administers medical attention (hospital, doctor’s office, clinic, etc.) and be able to document any absences from home. The Employer may waive the requirements contained in the preceding sentence upon submission of a proper document from the employee’s physician and/or in situations where the employee has been determined by the Employer to be unable to return to work but capable of performing other activities not inconsistent with their illness or injury. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized representative of the Employer.

Section 21.5. Signed Form; Doctor’s Certification; Discipline The employee shall be required to submit a satisfactory signed statement specifying the nature of the illness to justify the use of sick leave. If absence due to illness requires the attendance of licensed practitioner, the Employer may require the employee to obtain a certificate from the employee’s physician to be submitted immediately upon return to work, or before the end of the pay period, whichever comes first. If, because of illness, an employee is absent from work for three (3) or more days, the employee may be required to submit a physician’s statement upon returning to work. Exceptions being extenuating circumstances (hospital confinement, etc.) to be determined by the Sheriff. Failure to present such a certificate or written statement to the Employer or designee may result in disciplinary action and loss of pay for the time absent. Disciplinary action may be taken against an employee who falsifies any sick leave documentation. Where sick leave in excess of three (3) days is requested to care for members of the immediate family, the supervisor shall require a

physician's certificate to the effect that the presence of the employee was necessary to care for the ill member.

Section 21.6. Notice of Absence for Illness An employee who is unable to work shall notify the on-duty supervisor as soon as possible, but not later than two (2) hours before employee's scheduled work time, on the first day of absence and each day of absence thereafter, unless circumstances prevent such notification.

Section 21.7. Family Medical Leave, Disability Separation If illness or disability continues past the time covered by earned sick leave, the employee shall be granted use of earned vacation time. Family and medical leave runs concurrent with such sick leave, vacation, or other paid leave the employee may have available. If any FML time remains after that and the employee continues to suffer from a serious health condition, the employee will be granted the balance of his/her FML as unpaid leave in accordance with the Employer's Family and Medical Leave policy. At the Employer's discretion an unpaid disability leave may be granted after all other leave has been exhausted. If an unpaid disability leave is not granted, and the illness or disability continues past the expiration date of the leave of absence, a disability separation may then be implemented by the Employer. Notwithstanding the above, the Employer may terminate the employment of any employee who is determined to be permanently unable to perform the essential functions of the employee's position.

If a return to work is possible under a transitional work assignment, such assignment can be made at the discretion of the Sheriff.

Section 21.8. Increments for Use of Sick Leave When sick leave is used, it shall be deducted from the employee's credit on a basis of one-half ($\frac{1}{2}$) hour for every one-half hour or portion thereof of absence from previously scheduled work per scheduled workday.

Section 21.9. Compensation for Sick Leave Compensation for sick leave used shall be equal to the employee's current hourly rate of pay. Sick leave payments shall be made on the regularly scheduled pay days as determined by the Employer.

Section 21.10. Conversion of Sick Leave Upon Retirement Upon retirement from the Sheriff's Office, an employee with ten (10) or more years of service with the Sheriff's Office shall be paid in cash for one-fourth ($\frac{1}{4}$) of the value of the employee's accrued, but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made under this Section shall be for one-fourth ($\frac{1}{4}$) of one thousand one hundred twenty (1120) unused sick leave hours which equals two hundred eighty (280) straight time hours paid.

Section 21.11. Conversion of Sick Leave at Death In case of death of an active employee with ten (10) years of continuous service with the Employer, the employee's accumulated sick leave will be converted to a lump sum payment at the same rate as set forth in Section 21.10 of this Article, payable to the employee's beneficiary previously designated by the employee in writing to the Employer on the official form provided by the Employer. If there is no

valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the executor of the estate. Notwithstanding the above, in the event of the death of an employee due to injury sustained while in the line of duty, payment shall be made for all accumulated but unused sick leave regardless of the number of years of continuous service completed with the Employer.

Section 21.12. Sick Leave Conversion, Scheduling Employees may convert three (3) days of sick leave (24 hours) for one bonus vacation day (8 hours), provided that only sick leave over 960 hours may be converted to bonus vacation days, that no more than five (5) days (40 hours) of bonus vacation may be obtained in any one calendar year, and that bonus vacation shall be scheduled the same as other vacation. Granting of bonus vacation shall be at the sole discretion of the Employer so as to maintain proper staffing. In no case may the sick leave balance after said conversion be less than nine hundred sixty (960) hours.

ARTICLE 22 FUNERAL LEAVE

Section 22.1. Funeral Leave The Employer shall grant to an employee who suffers a death in the employee's immediate family up to, but not to exceed, three (3) days of paid sick leave. The appropriate amount of sick days will be deducted from the employee's sick leave balance. Notwithstanding the previous two sentences, in the event of the death of the employee's mother, father, spouse, or children, such days of funeral leave shall not be deducted from sick leave.

Section 22.2. Scheduled Work Days for Use of Funeral Leave Said leave shall only be granted for those days for which the employee is scheduled to work and funeral leave shall not be granted for any days after the funeral unless approved by the Sheriff or designee.

Section 22.3. Additional Days Additional days may be granted from other accumulated paid leave. Reasonable requests for additional time off without pay will be granted at the discretion of the Employer.

Section 22.4. Immediate Family for Funeral Leave For the purpose of this Article, immediate family shall be defined as the employee's mother, father, son, daughter, spouse, legal guardian, or other person who stands in place of a parent (loco parentis), brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, or the spouse's mother, father, sister, brother, or grandparents.

ARTICLE 23 INJURY LEAVE

Section 23.1. Injury Leave Any employee of the bargaining unit who becomes unable to perform duties as assigned by the Employer due to a physical injury suffered in the discharge or performance of the employee's official duties, as a deputy sheriff, shall receive the employee's regular straight time daily rate of pay provided the employee complies with the provisions contained in this Article.

Injury due to Apprehension or Restraint of Inmate An "injury suffered in the discharge or

performance of the employee’s official duties” does not include every injury that occurs while on duty or every injury that qualifies for workers’ compensation. Injury leave as provided in the next paragraph shall only be applicable to those injuries that directly result from a deputy’s pursuit of a suspect, attempt to apprehend or restrain a suspect or prisoner, attempt to rescue a coworker or member of the public, or injuries that are only likely to occur because of the heightened risk associated with performing law enforcement activities.

Report Required Upon being injured, or as soon as possible thereafter, the employee shall file an injury/accident report with the Employer in accordance with the Employer’s policies. The employee must also cooperate in filing a claim for workers’ compensation, medical coverage only. If the injury sustained by the employee is determined to be qualified as defined herein, then injury leave shall be granted for an initial duration not to exceed ninety (90) calendar days. The initial period of injury leave may be extended on a period by period basis, not to exceed twelve (12) months, at the sole discretion of the Employer if the injury was sustained in the regular performance of law enforcement activities for the Employer. Any employee who files a claim with workers’ compensation for lost time wages shall not be eligible for injury leave as provided for in this Article unless directed to do so by the Employer.

Period of Injury Leave An employee who suffers any other type of on-the-job injury while performing related duties not qualifying for injury leave as described above, shall be limited to not more than twelve (12) work days of injury leave.

Section 23.2. Transitional Work An employee injured while performing his/her official duties may be returned to a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee’s injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer’s choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this Article shall be at the Employer’s expense.

Section 23.3. Exclusions from Injury Leave Any employee suffering an injury that is determined to be a non-work related injury shall not be eligible for injury leave or transitional work assignment as provided for in this Article.

ARTICLE 24 LEAVES OF ABSENCE

Section 24.1. Leave Without Pay. Employees may be granted the following types of unpaid leaves of absences:

- A. **Disability Leave.** A physically or mentally incapacitated employee who has completed the employee’s probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted at the Employer’s discretion, provided the employee has exhausted all other available leave, including concurrently running family and medical leave, and furnishes satisfactory medical proof of such disability along with the employee’s written request; and is

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of the employee's position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

Since the granting of a disability leave is at the Employer's discretion, the Employer's denial of such leave shall not be appealable to arbitration.

When an employee is ready to return to work, the employee shall furnish a statement by a physician releasing the employee as fully able to return to work without restrictions. If a disability leave is denied or if an unpaid disability leave is granted and the illness or disability continues past the expiration date of the leave of absence, a disability separation may then be implemented by the Employer in accordance with Section 21.7.

B. Employer Required Examination; Disability Leave; Disability Separation.

Notwithstanding the provisions of this or any other Articles, if an employee, after a medical, psychological, psychiatric exam, is found to be unable to perform the material and substantial duties or essential functions of his position, then the City may disability separate the employee. If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits. Prior to disability separation, employees will be afforded a pre-deprivation hearing.

1. Disability separation may be appealed directly to arbitration.
2. Disability separation standard on appeal in whether the employee is unable to perform the essential function of their position; just cause standard does not apply.
3. Employee may apply for reinstatement within 2 years of date of disability; Employer may at its expense require a successful completion of a medical, psychological, or psychiatric exam for reemployment.

C. Personal Leave of Absence. The Employer may grant a leave of absence to any employee for a maximum duration of three (3) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond three (3) months.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted and the Employer's decision shall not be appealable to arbitration.
2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to

commencement of the desired leave so that the various functions may proceed properly. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.

3. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from the employee's position and shall not receive seniority time for the period of leave.

Section 24.2. Court And Military Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

- A. **Court Leave.** The Employer shall grant full pay where an employee is either summoned to serve jury duty or subpoenaed to serve as a witness (outside the scope of employment) during normal work hours by any court or adjudicatory body as listed in this article. All compensation for such duty must be reimbursed to the Sheriff's Office unless such duty is performed totally outside of normal working hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. It is not proper to pay employees when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, vacation, or compensatory time at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted. The Employer shall not be obligated to provide paid court leave to any employee appearing in court in regards to the employee's position with another employer.
- B. **Military Leave.** All employees who are members of the Ohio National Guard or Ohio organized militia or members of other reserve components of the Armed Forces of the United States, are entitled to a leave of absence from their respective duties, and to their regular rate of pay and their military pay while performing service in the uniformed services for periods not to exceed a total of twenty-two (22) work days or one hundred seventy-six (176) hours in one (1) calendar year. Employees who are called or ordered to uniformed services for more than twenty-two (22) workdays or one hundred seventy-six (176) hours within one (1) calendar year because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the governor pursuant to Section 5919.29 of the Ohio Revised Code shall be entitled during the period designated in such order or act to a leave of absence and pay, in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the gross uniformed services pay and allowance for the same month or five hundred dollars (\$500.00) for each month of uniformed service. No

employee shall receive payments for leave in excess of the twenty-two (22) work days or one hundred seventy-six (176) hours within one (1) calendar year if the sum of the employee's gross uniformed services pay and allowance received in a pay period exceeds the employee's gross wage or salary for that period.

- C. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time.
- D. The Employer may adjust the employee's normal work schedule to better accommodate periods of military leave.

Section 24.3. Civil Service Law Waived It is the intent of the Union and the Employer that the provisions within this article shall supersede and replace any Ohio Revised Code or Ohio Administrative Code section which addresses the above forms of leave or conflicts with any provisions herein.

ARTICLE 25 FAMILY AND MEDICAL LEAVE

Section 25.1. Family Medical Leave The Employer shall grant Family and Medical Leave (FML) to employees in accordance with the Employer's personnel policy and procedure manual. It is the intent of the Employer to comply with the regulations set forth in the Family and Medical Leave Act.

ARTICLE 26 EQUIPMENT/CLOTHING

Section 26.1. Employer Provided Uniforms The Employer shall supply at no cost to the employees all equipment and uniforms required by the Employer in quantities specified by the Employer.

Section 26.2. Detective Reimbursement Bargaining unit employees assigned to the Detective Section on a permanent basis shall be reimbursed for up to two hundred and fifty dollars (\$250.00) in a six (6) month period, on a calendar year basis, for the purchase of civilian clothes worn in the line of duty.

Section 26.3. Cleaning of Uniforms Uniforms and civilian clothing worn by bargaining unit employees in the line of duty shall be cleaned at the Employer's expense if the employee so desires.

Section 26.4. Personal Property Damaged Where an employee supplies evidence that the employee sustained damage to personal property while performing the duties of the employee's assigned work with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements to a maximum of fifty dollars (\$50.00). The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or

replacement of said property shall be at the Employer's option. Accidental damage to property or clothing is excluded from this provision when the damage occurs during the course of an employee's normal in office duties.

Section 26.5. Eyewear Damaged In the event of damage to prescription eye glasses, including frames or contact lenses, or damage to dentures, the Employer shall pay the difference between the amount of reimbursement

from Workers' Compensation and the actual cost of repair or replacement, subject to the limits and conditions set forth in Section 26.4 of this Article, excluding the fifty dollar (\$50.00) maximum. In the event that there is a restitution order ordered by a court of record, any money that is awarded and received for the damage to eyeglasses, contact lenses, or to dentures, shall be returned to the Employer, if the Employer paid for the cost of the damage or replacement of such items.

Section 26.6. Bullet Proof Vests The Employer shall provide bullet proof vests for deputies. All employees issued a bullet proof vest shall wear said vest in accordance with the Miami County Sheriff Standard Operating Procedures.

ARTICLE 27 COURT TIME/CALL-OUT TIME

Section 27.1. Off-Duty Court Time Whenever an employee is required to appear on off-duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at the applicable rate for such appearances. Notwithstanding the above, if an employee is required to appear before any official court on matters pertaining to or arising from the employee's official duties on the employee's regularly scheduled off-duty day, vacation day, or personal leave day, the employee shall receive three (3) hours pay at the overtime rate for such appearances. The Employee may elect to receive compensatory time in lieu of payment for court-time provided the maximum limit on the accrual of compensatory time contained in Section 16.3 herein is not exceeded. The minimum premiums, discussed herein, may begin one-half (½) hour prior to the scheduled appearance. If an employee appears before a court or at a pretrial conference for more than two (2) hours, or is required to make more than one (1) appearance during any given off-duty day, such excess time or additional appearances shall be compensated at one and one-half (1½) times the employee's normal rate of pay for all time spent in such appearances. Appearances which abut a regular shift are not subject to the minimum premium.

Section 27.2. Call-Out Any employee called into work at a time outside of the employee's regularly scheduled shift, which call-out does not abut the employee's regularly scheduled shift, shall be paid a minimum of two (2) hours at one and one-half (1½) times the employee's regular hourly rate of pay. The Employee may elect to receive compensatory time in lieu of payment for call-out time provided the maximum limit on the accrual of compensatory time contained in Section 16.3 herein is not exceeded.

Section 27.3. Time for Voluntary Promotion Examinations Employees shall not be entitled to any compensation for time voluntarily spent taking promotional exams or being interviewed for a promotion unless they have been authorized to do so during their regularly scheduled work shift.

Employees shall not be entitled to compensation for being sworn in outside their regularly scheduled shift unless it is impossible to be sworn in during their regular working hours, in which case, the above sections shall not be applicable.

ARTICLE 28 EDUCATION AND TRAINING

Section 28.1. Employer Required Training All training required of an employee by the Employer shall be paid for by the Employer. All required training shall be counted as time worked, including driving time to and from a training site other than in-county Sheriff's Office training sites. On multiple-day training sessions where the employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the County or to the County from the site shall be counted as regular work days, not to exceed the employee's regular hours of work.

Section 28.2. Expenses for Required Training The Employer shall pay for all necessary lodging, travel expenses, materials, tuition, and fees pursuant to the Employer's policy for all required training, and for voluntary training which has been approved for reimbursement in advance by the Employer.

Section 28.3. Distribution of Training There shall be an equitable distribution of opportunities for training among bargaining unit employees.

Section 28.4. Vehicle for Training The Employer shall provide a vehicle for bargaining unit members to travel to and from training outside of Miami County if available. If there are no county vehicles available, the Employer shall reimburse the bargaining unit member for actual miles traveled at the current county rate per mile. The Employer may limit the amount of trips that will be reimbursed if lodging is available at or near the training location.

ARTICLE 29 NO STRIKE/NO LOCKOUT

Section 29.1. No Strike/No Lockout The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. The FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement; and,
- B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 29.1(A) of this Article.

Section 29.2. Remedies for Strike In addition to any other remedies available to the

Employer, any employee or employees, either individually or collectively, who violate Section 29.1(A) of this Article is/are subject to discipline or discharge by the Employer.

Section 29.3. FOP Obligations In the event of any violation of Section 29.1(A) of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 29.4. Employer’s Right to Seek Remedies Nothing in this Article shall be construed to limit or abridge the Employer’s right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 30 SEVERABILITY

Section 30.1. Agreement Supersedes This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 30.2. Meet Regarding Provisions Found Invalid The parties agree should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 31 WAIVER IN CASE OF EMERGENCY

Section 31.1. Emergencies In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, or the Federal or State Legislature, or due to acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. Work rules and/or agreements and practices relating to the assignment of employees.

Section 31.2. Grievances Held in Abeyance Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 32 RETIREMENT BENEFITS

Section 32.1. Service Weapon Upon completion of twenty-five (25) years of full-time law enforcement service and eligibility for regular retirement or completion of at least twenty (20) years of full-time law enforcement service and eligibility for disability retirement,

any bargaining unit employee retiring from the Miami County Sheriff's Office in accordance with the Ohio Public Employees Retirement System (OPERS) shall have the right to purchase the employee's service weapon and badge for the fee of one dollar (\$1.00).

Section 32.2. Transfer of Weapon Such weapon shall be properly transferred and registered in accordance with applicable law and state and federal regulations. The Sheriff shall maintain a record of the make, model, and serial number of said weapon in the name of the retired deputy.

ARTICLE 33 APPLICABILITY OF OHIO REVISED CODE

Section 33.1. Agreement Supersedes The parties hereby agree that any subject or benefit addressed specifically, in whole or in part, in this Agreement, shall supersede and replace any provisions contained in Ohio Civil Service laws to the contrary.

Section 33.2. ODAS and SPBR It is expressly understood that the Ohio Department of Administrative Services and the Ohio State Personnel Board of Review shall have no authority or jurisdiction as it relates to any matter addressed in whole or in part in this Agreement. Furthermore, the Parties hereby declare that it is their intent to waive the applicability of Sections 124.01 through 124.56 and Sections 325.19, 9.44 and 4111.03 of the Ohio Revised Code to the provisions contained herein.

Section 33.3. Agreement Governs All matters relating to employee's terms and conditions of employment including appeals of disciplinary actions shall be governed by the terms of this Agreement.

ARTICLE 34 REIMBURSEMENT OF TRAINING AND UNIFORM EXPENSES

Section 34.1. New Employees The Union acknowledges that the Employer incurs substantial expenses in the process of training individuals to become qualified for their positions and in purchasing uniforms and equipment for new employees.

Section 34.2. Benefit of Costs of Training and Uniforms The Union recognizes that the Employer may rightfully expect that such training, uniform, and equipment expenses will be recaptured by the Employer as a result of service by employees in the employ of the Employer. It is also agreed that the Employer would suffer substantial detriment and irreparable damage if an employee ceases employment with the Miami County Sheriff due to any cause during the two (2) year period immediately following the date the employee's employment begins.

Section 34.3. Repayment of Uniforms and Training Costs In consideration of the Employer providing a newly hired employee with uniforms, equipment, and training, an employee who ceases employment with the Employer due to any cause within two (2) years immediately following the employee's date of employment, shall repay the Employer for all expenses incurred for such training and for the purchase of uniforms and equipment for such employee.

Section 34.4. Limit on Repayment An employee’s repayment obligation under the provisions of this article shall not exceed the sum of those amounts expended by the Employer in connection with the training of such employee and the purchase of uniforms and equipment for such employee. In addition to the repayment obligation, any employee who is terminated must relinquish all official uniform and equipment items supplied by the Employer to the employee, with the exception of shoes.

Section 34.5. Credit for Service Credit for service rendered will be applied to the repayment obligation in this article as follows:

- A. The employee’s total initial repayment obligation shall equal the Employer’s total cost described in Section 34.4 above.
- B. The total initial repayment obligation shall be reduced at a rate of one-half (½) for each full year of continuous, full-time service performed after the employee’s date of hire.
- C. No credit for service rendered will be applied for the duration of absences which exceed fourteen (14) calendar days.

Section 34.6. Repayment Obligation Total satisfaction of the repayment obligation as described in this article shall be due and payable to the Employer by the employee immediately following cessation of the employee’s employment with the Employer. The Employer may deduct any portion of the reimbursement obligation from the employee’s final paycheck. Any remaining reimbursement obligation shall be paid within thirty (30) days following the employee’s cessation of employment with the Employer.

Section 34.7. Recovery of Funds The employee agrees that in the event of failure to make any payment required pursuant to this Article in a timely manner, the total amount of the reimbursement obligation including any legal fees, court costs, or attorney fees, or other costs of collection efforts to collect any delinquent sums owed pursuant to this Article incurred by the Employer, shall be paid by the former employee.

Section 34.8. Repayment Plan Option With approval of the Sheriff, an employee may be permitted to repay the above obligation by making monthly payments in accordance with a repayment plan agreed upon and signed by the Sheriff and the employee. If an employee fails to make any payment required by such repayment plan in a timely manner, the total balance of such payment obligation remaining unpaid, and any additional costs as outlined in Section 34.7 above, shall immediately become due and payable and the Employer shall be entitled to the entire remaining balance immediately.

Section 34.9. Application to Previous Agreements. The above shall also be applicable to all employees who have previously signed a reimbursement agreement.

ARTICLE 35 DURATION

Section 35.1. Duration Except as otherwise specified in the respective articles herein, this Agreement shall be effective on January 1st, 2020 and shall remain in full force and effect through December 31st, 2022.


Section 35.2. Notice for Subsequent Negotiations If either party desires to modify or amend this Agreement, they shall give written notice to the other party no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of the Agreement. Such notice shall be by fax, e-mail, hand delivery, or certified mail with return receipt requested to the Miami County Sheriff.

Section 35.3. Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have placed their signatures this 31st day of December, 2019, in acceptance of the terms and conditions herein:

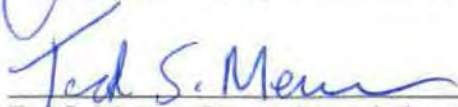
FOR MIAMI COUNTY:



Dave Duchak, Sheriff



John F. Evans, County Commissioner

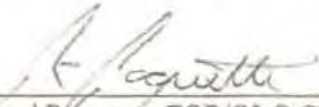


Ted S. Mercer, County Commissioner

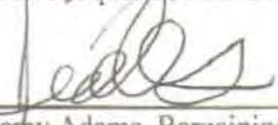


Gregory Simmons, County Commissioner


**FOR FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.:**



Richard Dequette, FOP/OLC Chief Negotiator



Jeremy Adams, Bargaining Team Member

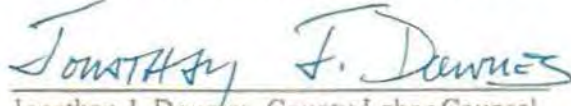


Timothy Moore, Bargaining Team Member

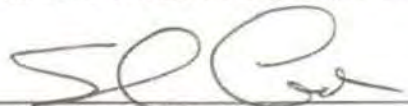


Roger Davidson, Bargaining Team Member

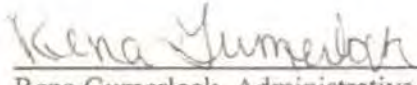
MANAGEMENT'S BARGAINING TEAM:



Jonathan J. Downes, County Labor Counsel



Steve Lord Chief Deputy



Rena Gumerlock, Administrative Assistant

Appendix 1
Step Wage Scales for 2020-2022 CBA

2020 3%	Step A	Step B	Step C	Step D	Step E	Step F
Deputy Sheriff						
Hourly	25.11	26.30	27.57	28.84	30.50	31.65
Biweekly	2,008.80	2,104.00	2,205.60	2,307.20	2,440.00	2,532.00
Annual	52,228.80	54,704.00	57,345.60	59,987.20	63,440.00	65,832.00

2021 3%	Step A	Step B	Step C	Step D	Step E	Step F
Deputy Sheriff						
Hourly	25.86	27.09	28.40	29.71	31.42	32.60
Biweekly	2,068.80	2,167.20	2,272.00	2,376.80	2,513.60	2,608.00
Annual	53,788.80	56,347.20	59,072.00	61,796.80	65,353.60	67,808.00

2022 3%	Step A	Step B	Step C	Step D	Step E	Step F
Deputy Sheriff						
Hourly	26.64	27.90	29.25	30.60	32.36	33.58
Biweekly	2,131.20	2,232.00	2,340.00	2,448.00	2,588.80	2,686.40
Annual	55,411.20	58,032.00	60,840.00	63,648.00	67,308.80	69,846.40