

**RESOLUTION NO. 12-0531
MARCH 13, 2012**

**RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT
ADDENDUM BETWEEN THE MONTGOMERY COUNTY SHERIFF
AND THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL**

WHEREAS, the Sheriff of Montgomery County and the Fraternal Order of Police/Ohio Labor Council, engage in good faith bargaining and entered into a contract effective as follows:

**FOP Deputies – January 1, 2012 through and including
December 31, 2013**

NOW, THEREFORE, BE IT RESOLVED that the contract between the Sheriff of Montgomery County and the Fraternal Order of Police/Ohio Labor Council be and is approved by the Board of Montgomery County Commissioners.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this resolution and make an imaged copy of this resolution available on the Montgomery County, Ohio website at <http://www.mcohio.org/>

Mr. Foley moved the adoption of the foregoing resolution. It was seconded by Mrs. Lieberman, and upon call of the roll the following vote resulted:

Mr. Foley, aye; Mrs. Lieberman, aye; Ms. Dodge, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 13th day of March, 2012.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.


Gayle L. Ingram, Clerk
Board of County Commissioners
Montgomery County, Ohio

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1 ARTICLE 26

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3 **WAGES**

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5 SECTION 26.1 - PAY INCREASES

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7 A. No later than thirty calendar days after the issuance of this agreement all
8 bargaining unit members will receive a one-time lump sum payment of
9 \$500.00 which is not calculated on the basic rate of pay.

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11 B. Effective January 1, 2013 wages will increase one percent (1%). Effective
12 January 1, 2013, employees who are not at the top of the wage scale shall
13 be permitted to move to the next step in the wage scale as contained in
14 Appendix A.

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17 SECTION 26.2 - PREMIUM PAY

18 For this contract period the following premium pay apply:

- 19 • All Deputies assigned as Canine Handlers will be paid a
- 20 premium of seventy-two cents (\$.72) hourly, when in active pay
- 21 status.
- 22 • All Deputies assigned as Evidence Technicians, not to exceed
- 23 twelve (12), will be paid a premium of twenty-four cents (\$.24)
- 24 hourly, when in active pay status.
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29 Such payments will be made only while the employee performs in that
30 assignment.

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32 SECTION 26.3 - LONGEVITY

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

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38 Employees who have completed five (5) years, but less than ten (10) years of
39 continuous service, on or before November 1, 2011 will receive a payment of
40 one and one half percent (1.5%) of their base hourly rate.

41
42 Employees who have completed ten (10) years, but less than fifteen (15)
43 years of continuous service, on or before November 1, 2011 will receive a
44 payment of one and three quarter percent (1.75%) of their base hourly rate.
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1 Employees who have completed fifteen (15) years, but less than twenty (20)
2 years of continuous service, on or before November 1, 2011 will receive a
3 payment of two(2%) of their base hourly rate.
4

5 Employees who have completed twenty (20) years, but less than twenty-five
6 (25) years of continuous service on or before November 1, 2011of will receive
7 a payment of two and two quarter percent (2.25%) of their base hourly rate.
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9 Employees who have completed twenty-five (25) years or more of continuous
10 service on or before November 1, 2011 will receive a payment of two and a
11 half percent (2.5 %) of their base hourly rate.
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14 The above payments will be paid in a lump sum on the second pay day of November
15 in each calendar year.
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1 ARTICLE 30

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3 **INSURANCE**

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5 SECTION 30.1 - ELIGIBILITY AND COVERAGE

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7 **A.** All full-time employees will be entitled to participate in the County's group
8 health program, in accordance with the plans. The plans for the calendar
9 year 2010 shall continue through June 30, 2011. Effective July 1, 2011, all
10 full-time employees will be eligible to participate in the health plans offered by
11 the County, in accordance with the plans.

12
13 **B.** Employees may elect to contribute to a Flexible Spending Account, either the
14 healthcare account or the dependent account or both by redirecting a portion
15 of their pre-tax income. Effective July 1, 2011, eligible employees may elect
16 to contribute to a Health Savings Account by redirecting a portion of their pre-
17 tax income. Such salary redirection will be subject to all provisions of I.R.S.
18 Chapter 125.

19
20 **C.** Employees who are laid off may purchase the County's health benefits
21 covered in this Agreement for two (2) years after date of lay-off.
22 Arrangements for payment will be made between the employee and the
23 County Benefits Department prior to the effective date of lay-off.

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25 SECTION 30.2 – PREMIUMS

26
27 **A.** Current employee contributions for health coverage will continue through
28 June 30, 2013.

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30 **B.** Effective October 1, 2011, the employee will contribute to the plans as
31 follows:

Coverage Level	Monthly Payroll Deduction	
	Buy-Up Plan	County
Employee only	\$170.00	\$10.00
Employee + 1	\$240.00	\$20.00
Family	\$300.00	\$30.00

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33 **C.** Employees may participate in the County's wellness incentive program, if
34 offered, to reduce monthly contributions in the Buy-up Plan or to increase
35 contributions to the Health Savings Account for participants in the County
36 Plan.
37

1 SECTION 30.3 - WAIVER
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3 A. The County will pay the following amounts monthly to employees choosing to
4 waive health coverage:
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	Monthly Contribution	Annual Contribution
Employee Only:	\$ 57.50	\$ 690.00
Employee Plus One:	\$ 90.00	\$1,080.00
Family:	\$ 120.00	\$1,440.00

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9 B. Eligible employees may waive their right to participate in either the single or
10 family coverage. If an employee waives this benefit, the employee may not
11 revoke the waiver until the next open enrollment period or for exceptions
12 specified by Montgomery County. Employees who waive participation in the
13 group health programs will be paid monthly for such waivers.
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16 C. Any employee covered under any County Healthcare Plan, either as an
17 employee or dependent, will not be eligible to receive the monthly waiver.
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21 SECTION 30.4 - LIFE INSURANCE

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

IN WITNESS THEREOF, the parties to this Agreement have set their hands this _____ day of _____ 2012.

ON BEHALF OF MANAGEMENT:



PHIL PLUMMER, SHERIFF
MONTGOMERY COUNTY, OHIO



DEBORAH FELDMAN
MONTGOMERY COUNTY ADMINISTRATOR

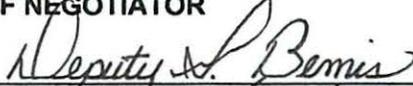


MAJOR GLEN MCINTOSH

ON BEHALF OF THE UNION:



MARK DRUM
CHIEF NEGOTIATOR



DEPUTY GERALD BEMIS



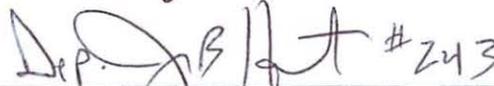
DEPUTY JOHNATHAN MILLER



DEPUTY JOSHUA WALTERS



DEPUTY HERBERT THORNTON



DEPUTY JAYME HORTON



DEPUTY GERALD BARNES