



Sheriff's Office & FOP/OLC – Lieutenants – 2017 to 2019 – FINAL Oct. 13, 2017

10-19-2017
1581-05
16-MED-10-1187
K35968



AN AGREEMENT BETWEEN

THE MEDINA COUNTY SHERIFF'S OFFICE

and

THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL

for the

LIEUTENANTS

EFFECTIVE: January 1, 2017

EXPIRES: December 31, 2019

SERB Case No. 2016-MED-10-1187

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ARTICLE 1 PREAMBLE

1.01 Parties. This Agreement is hereby entered into by and between the Medina County Sheriff, hereinafter referred to as the “Employer” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Union.”

ARTICLE 2 PURPOSE AND INTENT

2.01 Cooperative Relationship. In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the County of Medina, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.01 Union Recognition, Bargaining Unit. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Sheriff's Office occupying the position of Lieutenant, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 List of Employees. The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Management Rights. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire, discharge, transfer, suspend and discipline employees for just cause;
- 2) determine the number of persons required to be employed, or laid off;
- 3) determine the qualifications of employees;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;

- 5) make any and all reasonable rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment, or both;
- 10) determine work standards and the quality and quantity of work to be produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work;
- 14) terminate or eliminate all or any part of its work or facilities.

4.02 Residual Rights. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically, abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5

NO-STRIKE

5.01 Union Affirmation. The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, workstoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 Union Cooperation. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, workstoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 Public Welfare. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the

Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

5.04 Violations. It is further agreed that any violation of the above shall be sufficient grounds for immediate discharge or other disciplinary action.

ARTICLE 6 NON-DISCRIMINATION

6.01 Nondiscrimination. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

6.02 Union Membership. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 7 DUES DEDUCTIONS

7.01 Authorization. During the term of this Agreement, the Employer shall deduct initiation fees levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

7.02 Union Certification of Dues. The initiation fees or dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

7.03 Monthly Deduction. The Employer shall deduct dues or initiation fees from the second pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

7.04 Remitted to Union. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the FOP, Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215-4611 or other such address as provided by the Union from time to time, within thirty (30) days from the date of making said deductions.

7.05 Fair Share Fee. Any employee who does not make application for Union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Agreement, that fair share fee not exceeding the regular dues of the Union.

7.06 Automatic Deduction. Fair share fee deductions shall be automatic and not require the written authorization of the employee.

7.07 Employer Held Harmless. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 8 PROBATIONARY PERIOD

8.01 Promotional Probationary Period. All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such period, the Employer shall have the sole discretion to demote such employee(s) to a position in his former classification/rank in the Medina County Sheriff's Office and any such demotion shall not be appealable through any grievance or appeal procedure contained herein to the State Personnel Board of Review or to any Civil Service Commission. Lieutenants hired from outside the Medina County Sheriff's Office will be terminated without right of appeal in any forum.

8.02 Rehired Employees. If any employee is discharged or quits while on probation, or resigns and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above. The Sheriff, at his discretion, may credit prior probationary period time for employees to be rehired who resigned in good standing.

8.03 Extension of Probationary Periods. Probationary periods shall be extended by the length of any absences due to illness or injury, exceeding five (5) work days, excluding vacations and holidays.

ARTICLE 9 EMPLOYEE RIGHTS

9.01 Interrogations and Interviews of Employees. Whenever an employee is subject to interrogation by the Sheriff's Office for any reason that could lead to disciplinary action being taken against him, such interrogation shall be conducted under the following conditions:

- a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- b. The employee will be informed of the subject matter when notified of an interrogation and/or upon relief from duty, unless, in the Department's opinion, such information would compromise the investigation, and the employee shall be so informed.
At the time of interview, the employee under investigation must be informed of the subject matter of the interrogation prior to giving a statement to the investigator.
- c. The employee under investigation must be informed of the person or persons who will be conducting the questioning.

- d. The length of questioning periods must be reasonable, with rest periods being called periodically for personal necessities, meals, and telephone calls.
- e. The employee may, at his discretion, have a Union representative present during any interrogation and shall be granted reasonable periods of private consultation with that Union representative. Where such representative is not immediately available, the interrogation shall not be postponed for more than twenty-four (24) hours. The representative may not advise the employee on how to answer questions. Employees will be required to answer truthfully all questions asked of them.
- f. The findings of the Internal Investigations shall be labeled “sustained” (guilty as charged), or “not sustained” (not guilty), “unfounded” (without merit), or “exonerated” (act was legal). The employee shall be advised of the finding as soon as possible. Only findings of a “sustained” internal investigation will be placed in an employee’s personnel file. Investigations found other than as “sustained” will be kept by the Employer in a file separate from the employee’s personnel file.
- g. An “interrogation” under this Article means the employee is being asked specific questions about his conduct after the Department has conducted a preliminary fact-finding investigation and has determined that reasonable grounds may exist for disciplinary action against an employee.

9.02 Instructions to Employees in Investigations. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in an investigation may be the basis for such a charge.

9.03 Opportunity to Review Documents, etc. A disciplined employee shall have the opportunity to review all pertinent written documents, including citizen complaints and internal investigation reports, upon which the discipline is based prior to the 3rd Step grievance hearing.

9.04 Review of Personnel File. An employee may review his personnel file, except confidential information (e.g., pre-employment reports, medical reports labeled confidential, etc.). An employee may add memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file. The Employer may also have a representative present. A request for copies of items included in the file shall be honored.

9.05 Civilian Complaints. Civilian complaints that are not in writing, resulting in disciplinary action against employees, shall be put in writing and attested to by a responsible Sheriff’s Office Official. If the civilian complaint is investigated and placed in the employee’s personnel file, it shall be marked with respect to final disposition. Only civilian complaints that are investigated

and found to be “sustained” will be placed in the employee’s personnel file. Civilian complaints that are other than “sustained” shall be kept in a file separate from the employee’s personnel file.

9.06 Retention of Discipline. Written reprimands and records of verbal reprimands that are more than one (1) year old and records of suspensions that are more than five (5) years old shall be expunged from an employee’s personnel file, providing there has been no subsequent discipline action during such period.

9.07 Time for Discipline. The Employer shall be required to take disciplinary action on conduct within six (6) months of its discovery. This section shall not apply to conduct that involves criminal activity.

9.08 Cost of Medical Examination. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

9.09 Public Records Requests. Subject to the public records laws, all public requests for review of personnel records of current employees shall be processed as follows:

- A) The Employer shall request the person asking for the records provide their name and address.
- B) The employee whose file is requested shall be advised in writing of such request.
- C) An employee’s representative shall be present during the reviewing of the records to prevent any additions or removals from the file.

ARTICLE 10 ASSOCIATION REPRESENTATION

10.01 Employee Representation. The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a representative at meetings provided for the Grievance Procedure. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain prior approval from the Sheriff or designee. The employee shall suffer no loss in pay for time spent in the good faith processing of grievances, and at any meetings at which the Employer and/or employee requests a representative to be present.

ARTICLE 11 LABOR/MANAGEMENT COMMITTEE

11.01 Committee. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Sheriff and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

11.02 Agenda. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- a. Discuss the administration of this Agreement;
- b. Notify the Union of changes made by the Sheriff which affect bargaining unit members of the Union;
- c. Discuss grievances which have not been processed beyond the Sheriff's step of the grievance procedure, providing such discussions are mutually agreed to by the parties;
- d. Disseminate general information of interest to the parties;
- e. Discuss ways to increase productivity and improving efficiency;
- f. To consider and discuss health and safety matters relating to employees;
- g. To consider recommendations for changes from the Union in the Standard Operating Procedure, Rules & Regulations; and
- h. To discuss Work Schedules.

11.03 Special Meetings. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

11.04 Release of One Employee. Up to one (1) employee representative who is scheduled to be at work during the time of this meeting, may, at the Sheriff's discretion, be able to attend this meeting with no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 12

SICK LEAVE

12.01 Reasons for Sick Leave. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

12.02 Accumulation of Sick Leave. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid and may accumulate such sick leave to an unlimited amount.

12.03 Notices for Use of Sick Leave. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

12.04 Increments for Use. Sick leave may be used in increments of not less than one-half (1/2) hour.

12.05 Proof of Illness. Before an absence may be charged against accumulated sick leave, the Sheriff may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than three (3) consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Sheriff.

12.06 Lack of Proof. If the employee fails to submit adequate proof of illness, injury or death, or in event that upon such proof as is submitted or upon the request of medical examination, the Sheriff, finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may, at the Sheriff's discretion, be considered an unauthorized leave and shall be without pay.

12.07 Sick Leave Misuse or Abuse. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, and further, the Sheriff may require a physician's verification for each occurrence of sick leave from employees who have been found to have established a patterned use or abuse of sick leave. Imposition of the requirement for a physician's verification will not exceed six (6) months.

12.08 Pattern Use of Sick Leave. A pattern use of sick leave may be the basis for corrective action/discipline. A formal warning will be issued when patterned abuse is initially suspected unless the circumstances warrant more severe corrective action/discipline. The issuance of a formal warning is not appealable. If there is subsequent corrective action/discipline, the employee may present the objection letter in any subsequent grievance arbitration procedure.

12.09 Fitness for Duty Examinations. The Sheriff may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

12.10 Immediate Family. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents residing with the employee, or minor over whom the employee is legal guardian. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-laws, grandparents, or minor over whom the employee is legal guardian, grandparents of spouse and grandchildren.

12.11 Conversion at Retirement: Employees Hired Prior to January 1, 2013. Upon the retirement from the Medina County Sheriff's Office of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System and retires, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Sheriff, provided that such payments shall not exceed nine hundred sixty (960) hours. An employee who retires with fifteen (15) years of continuous full-time service or more is entitled to payment of one-half (1/2) of accumulated, unused sick leave provided that such payment shall not exceed nine hundred sixty (960) hours. Payment for sick leave conversion shall eliminate all accrued sick leave credit. Such payment shall be made only once to any employee.

12.12 Conversion at Retirement: Employees Hired After January 1, 2013. Upon retirement from the Medina County Sheriff's Office, any employee hired after January 1, 2013, who has not less than ten (10) years continuous employment with the Employer, and qualifies for retirement benefits from a State of Ohio Retirement System and retires, shall be entitled to convert unused sick leave, as certified by the Sheriff's office, to cash and be paid at the current hourly rate for all unused time in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Accrued Sick</u>	<u>Maximum Paid Hours</u>
10 years of public service	25%	240
10 years of Medina County service	33%	360
15 years of Medina County service	50%	480
20 years of Medina County service	50%	720
25 years of Medina County service	50%	960

Payment for sick leave conversion shall eliminate all accrued sick leave credit. Such payment shall be made only once to any employee.

ARTICLE 13 SICK LEAVE DONATION

13.01 Donation of Sick Leave. This program has been established to allow employees to donate sick days to fellow employees who have been injured on duty or have a prolonged illness and who have exhausted all sick leave and need to extend their sick leave for up to thirty (30) additional days. Employees must have at least three hundred (300) hours of sick leave accumulated at the time of their injury and must have exhausted all available paid leave to be eligible for sick leave donation. The Sheriff, in his sole discretion, may allow sick leave contributions for newly hired deputies with less than three hundred (300) hours of accumulated sick leave.

13.02 Written Requests for Donations. When an employee or someone on his behalf requests sick leave donations, he shall notify the Sheriff in writing. The Sheriff will then post a notice for ten (10) working days informing employees about the request for sick leave donations. No donations shall be made after ten (10) working days. All donations are voluntary.

13.03 Designation by Donating Employee. An employee may donate up to sixteen (16) hours of sick leave to a specific recipient by signing and submitting to the Sheriff a Sick Leave Donation Form, donating up to sixteen (16) hours per form. Only sixteen (16) hours per employee per recipient can be donated in a calendar year.

13.04 Retention of Donated Leave. The recipient shall retain all donated sick leave.

ARTICLE 14 VACATIONS

14.01 Vacation Accumulation. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following vacation schedule. Employees may not utilize any vacation benefits during their first year of employment.

Upon completing their first year anniversary date, which shall be computed on the basis of twenty-six (26) bi-weekly pay periods, employees are entitled to two (2) weeks' vacation.

<u>Length of Service</u>	<u>Bi-Weekly Accrual</u>	<u>Weeks Max Accrual</u>
After date of hire	Three and one-tenth hours	6
After five (5) years	Four and six-tenths hours	8
After ten (10) years	Six and two-tenths hours	12
After twenty (20) years	Seven and seven-tenths hours	16

14.02 Approval Required. Vacation time shall be taken at a time approved by the Sheriff or his designee.

14.03 Transfer of Vacation Leave. Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

14.04 Conversion at Separation. Any employee who resigns, is terminated, retires, or is separated from employment by the Employer because of a reduction in force will receive pay for their unused and accrued vacation time. In the case of resignation, they shall give two (2) weeks' notice in writing to the Sheriff to be eligible for such payment.

14.05 Annual Carryover. Vacation time shall not be carried over from one (1) year to another without the express written authorization of the Sheriff. Carried over vacation shall not be forfeited.

14.06 Annual Conversion (suspended) Any employee who has fifteen (15) or more completed years of service shall be eligible to cash out one (1) week (i.e. forty hours) of accrued but unused

vacation (40 hours) each year. The employees must make such election between April 1 and May 1 each year on a form provided by the Employer. For those who make such elections, such one (1) week of accrued but unused vacation time shall be paid in June each calendar year. This provision will be suspended for the duration of this Agreement.

ARTICLE 15 HOLIDAYS

15.01 Holidays. All full-time employees shall receive the following paid holidays:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

15.02 Holidays observed.

- A. Weekday scheduled positions. Holidays shall be observed on the designated date for members of this bargaining unit. If the holiday falls on a Saturday, it shall be observed on the preceding Friday; if the holiday falls on a Sunday, it shall be observed on the following Monday. If the holiday occurs while an employee is on vacation leave, the vacation day will not be charged against such leave. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when he is absent on sick leave. Holiday pay will not be given to any employee who is on a leave of absence without pay.
- B. 24 hour operations, shift positions. All full-time employees assigned to 24 hour operations shift positions shall receive as compensation for the above holidays, an amount of eight (8) hours holiday time for each holiday which may be taken off with pay during the year. Any compensatory time not taken prior to December 1st shall be paid at the employee's straight time rate in the first pay check in December. Any prior practice of allowing employees to take holidays off before earning them is eliminated.

15.03 Scheduling Holiday Bank Time. Holiday time may only be taken upon advance request and approval of the Sheriff or designee.

15.04 Personal Days. In addition to the above holidays, all employees shall be entitled to two (2) personal days per year, to be taken upon advance approval, with at least twenty-four (24) hours' notice, unless the advance request is waived at the sole discretion of the Employer, or designee. Unused personal days shall be paid by separate check in the first pay period in December of each year.

15.05 Holidays Worked.

- A. A full-time employee in weekday assignments who is required to work on a recognized holiday shall receive compensation at his overtime rate of pay for all hours actually worked, in addition to receiving his regular eight (8) hours holiday pay.
- B. Any full-time employee assigned to 24 hour operations shift position who is required to work on Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day, or Labor Day shall receive one and one-half (1 1/2) times their regular hourly rate in addition to the holiday time designated in paragraph 15.02. Any employee who works more than one (1) shift on the above holidays shall receive two (2) times their regular hourly rate for all hours worked in excess of one (1) shift.

ARTICLE 16

JURY DUTY LEAVE

16.01 Jury Duty. Any employee who is called for jury duty and reports or serves while scheduled to work for the Employer shall suffer no loss in pay during such duty. The employee shall be required to turn over all money received from the Court to the Employer. Employees who are released from jury duty in courts in Medina County with 4 hours or more remaining on their shift shall report to work for the remainder of their shift. Any employee who is called for and serves jury duty on his or her regular work day, but is on a shift other than the day shift, and serves for more than four (4) hours, shall receive straight time pay for all hours on their regular shift. The Employer shall be notified of jury selection as soon as possible. The employee is responsible for checking whether his jury duty is cancelled or postponed.

ARTICLE 17

FUNERAL LEAVE

17.01 Funeral Leave and Immediate Family. An employee shall be granted time off with pay, not to be deducted from sick leave, for the purposes of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family. For the purposes of funeral leave, "immediate family" shall be defined as to only include the employee's spouse, children or parents, step-children, brother, sister, step-brother, step-sister and step-parents, grandchildren, grandparents, step-grandparents, and step-grandchildren.

17.02 Funeral Leave for Extended Family. Up to three (3) days of funeral leave shall be granted to attend the funeral of the employee's parents-in-law, brother- or sister-in-law, grandchildren and grandparents of spouse, but such funeral leave shall be deducted from the employee's sick leave.

ARTICLE 18

INJURY LEAVE, FITNESS FOR DUTY, DISABILITY SEPARATION

18.01 Injury Leave. When an employee is injured in the line of duty or becomes ill with a serious infectious disease as a result of performing his duties, as determined at the sole discretion

of the Employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per incident. There will be a five (5) working day waiting period before this provision applies, in which the employee may use sick leave. If the employee receives Workers' Compensation benefits during the period of injury, the benefits shall be paid to the Employer and any sick days used during the waiting period shall be restored to the employee to the percentage that Workers' Compensation reimbursed the Employer.

18.02 Discretionary Extension of Disability Leave. If at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

18.03 Examinations for Disability Leave. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related.

18.04 Fitness for Duty Examinations, Disability Separation and Appeal. Any employee absent from work due to personal illness or injury, work related or not, may, at the Employer's sole discretion, be required to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that: 1) if the employee claims to be unable to work, he is indeed unable to return to work; or 2) if the employee claims to be able to work, he is indeed able to return to work and perform all of the duties and job functions related to his employment as a condition to re-employment.

18.05 Disability Separation. At any time during a disability leave, extension of disability leave, paid leaves, or an unpaid leave of absence an employee is determined to be unable to perform the essential functions of his position the employee may be disability separated. Such employee shall be afforded the pre-deprivation administrative process contained in this Agreement in Article 38 prior to a proposed disability separation and will have the right to grieve a disability separation.

ARTICLE 19

OVERTIME AND COURT TIME

19.01 Overtime. All employees, for work actually performed in excess of forty (40) hours within a one (1) week pay period, excluding shift changes, when approved of by the Sheriff, or his designee, shall be compensated at the rate of one and one-half (1 ½) times his regular hourly rate for all such work. All paid leave, except sick leave used subsequent to earned overtime, shall count as work actually performed for purpose of overtime computation.

19.02 Call-in, Court Time. When approved by the Sheriff, or his designee, employees called in to work or appearing in court on behalf of the Employer for a period of less than three (3) hours, when the employee is not on duty, shall be compensated not less than three (3) hours overtime-time pay.

An employee who is required to appear at court at the same time as the commencement of the assigned shift shall be paid one (1) hour of overtime based on the payment selection made in Article 21 for preparation and reporting early to the Sheriff's Office.

Employees shall not be eligible for call-in/court time for hours the employee is receiving overtime compensation, any time the employee is performing duties on a grant, or when working under a contract for services under the authority of the Employer. When performing duties on a grant the employee shall only receive the actual time on call-in/court time that is not eligible under the grant for payment.

19.03 Work Schedule An employee's normal work schedule shall not be modified for the sole purpose of avoiding earned overtime payments.

19.04 Travel Time for Training. The Employer shall pay employees at the applicable rate for all approved travel time incurred in satisfying any assigned training obligation or function.

ARTICLE 20 HOURS OF WORK

20.01 Hours of Work. The normally scheduled work week, but not guaranteed, for full-time employees shall be forty (40) hours.

ARTICLE 21 COMPENSATORY TIME

21.01 Compensatory Time. Employees may accrue compensatory time in lieu of overtime pay up to a maximum of one hundred eighty (180) hours subject to the following conditions:

1. All employees will be paid overtime in cash unless the employee notifies the Sheriff or designee in writing that overtime worked and earned should be compensated by placing ninety (90) minutes in a compensatory time bank for each one (1) hour of overtime worked.
2. Requests for payment of overtime in the form of compensatory time must be made at least one (1) day before the commencement of any pay period and will remain in effect until the employee requests that cash payment for overtime be resumed.
3. After one hundred eighty (180) hours of compensatory time are accumulated, all future overtime will be paid in cash.
4. Requests to use compensatory time must be submitted to the office of the Sheriff or his designee no later than twenty-four (24) hours before the time requested is to be taken unless the time limit is waived by the Sheriff or designee due to emergency circumstances.
5. Compensatory time may be taken only with prior approval of the Sheriff or his designee.
6. Employees may convert accumulated compensatory time to cash under the following conditions:

- a. Any employee wishing to convert compensatory time to cash must notify the Sheriff or designee in writing of the amount to be converted in the first seven (7) days of May or November of each year.
 - b. Employees may convert up to one-half (1/2) of the accumulated compensatory time at the time conversion is requested.
 - c. Payment for the time converted will be made as soon as practicable after the request is received.
7. Employees will be paid for all accrued compensatory time at the current hourly rate upon separation from employment.

ARTICLE 22

UNIFORM MAINTENANCE ALLOWANCE

22.01 New Hire Allowance. Newly hired employees shall receive an initial issue allowance of six hundred twenty-five (\$625.00) dollars within thirty (30) days of initial hire.

22.02 Annual Allowance. The Employer shall pay an annual uniform maintenance allowance of one thousand three hundred (\$1,300.00) dollars. Such payments shall be made in June of each calendar year and the Employer shall not require receipts from the employees. The Employer shall continue to provide weapons, leather gear and necessary equipment as presently provided.

22.03 Return of Uniforms and Equipment. When an employee retires, resigns, or is terminated, all serviceable uniforms and equipment purchased by the Employer must be surrendered to the Employer.

22.04 Protective Vests. Any employee may receive a protective vest, providing the employee wears such vest. In the event the employee fails to wear the vest, he shall reimburse the Employer for the cost of the vest.

22.05 Changes in Uniforms. In the event that there is a change or addition to the current uniform, the Employer shall bear the cost of any such change or addition in excess of the one hundred (\$100.00) dollars applicable to said change or addition.

22.06 Personal Property. In the event that personal equipment or property are damaged or destroyed while an employee is on duty, the Employer agrees to repair or replace said item, unless negligence can be shown on the part of the employee. The Employer may effect a procedure to effectuate this benefit.

ARTICLE 23

INSURANCES (EFFECTIVE 2017. EXPIRES 12/31/2017)

23.01 Insurance Plan. The Employer shall provide the same managed health care program as it did in 2016, except for dental, and will expire December 31, 2017.

23.02 There will be a high benefit plan (Plan 1) with a per person deductible of four hundred (\$400.00) dollars per single or eight hundred (\$800.00) dollars per family. Following the

deductible there will be a 80/20 co-pay until the single employee has expended a maximum of two thousand (\$2,000.00) dollars or the family has expended four thousand (\$4,000.00) dollars. After this is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of network, there will be a 60/40 co-pay until the single employee has expended a maximum of four thousand (\$4,000.00) dollars or the family has expended eight thousand (\$8,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of eight hundred (\$800.00) dollars, individual and one thousand six hundred (\$1,600.00) dollars, family.

23.03 Wellness, Incentive and Other Programs. The Plans will include a managed prescription drug program wherein drugs are to be purchased at one of many network pharmacies and will include a mandatory mail order program providing twenty-five (\$25.00) dollars (generic), seventy-five (\$75.00) dollars (brand name), and one hundred twenty-five (\$125.00) dollars (non-formulary) co-pay deductibles. A retail pharmacy program that includes a ten (\$10.00) dollar (generic), thirty (\$30.00) dollars (brand name) and fifty (\$50.00) dollar (non-formulary) co-pay deductibles. Dental coverage will be offered on the same basis that it is provided to other employees in Medina County.

23.04 Preventive Services. The inclusion of preventative services mandated under State and/or Federal law pertaining to group health plans will be covered by the plan, at mandated benefit levels, when using in-network providers. Mandated covered services are determined based upon a person's age and may include screenings and tests for diseases, vaccines, and immunizations, well baby and well child visits and periodic physical exams.

23.05 Federal or State Programs. The insurance benefits provided in Plan 1 of this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse of dependent.

23.06 Employee Contributions. Effective January 1, 2017, employees shall contribute twelve (12%) percent of the plan's actuarially estimated cost each month.

23.07 Lower Level Benefit Plan. There will be a lower level benefit plan (Plan 2) with a per person deductible of one thousand (\$1,000.00) dollars per single or two thousand (\$2,000.00) dollars per family. Following the deductible there will be an 80/20 co-pay until the single employee has expended a maximum of two thousand five hundred (\$2,500.00) dollars or the family has expended five thousand (\$5,000.00) dollars. After his is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of the network, there will be a 60/40 co-pay until the single employee has expended a maximum of five thousand (\$5,000.00) dollars or the family has expended ten thousand (\$10,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of two thousand (\$2,000.00) dollars, individual and four thousand (\$4,000.00) dollars, family.

23.08 The health insurance benefits provided in Plan 2 of this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or

state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse or dependent.

23.09 Employee Contribution Lower Level Plan. Effective January 1, 2017, employees shall contribute eight (8%) percent of Plan 2's actuarially estimated cost each month. Effective January 1, 2018, employees shall contribute eleven (11%) of Plan 2's actuarially estimated cost each month.

23.10 Life Insurance. The Employer shall provide a group term life insurance policy for each full-time employee in the amount of thirty thousand (\$30,000.00) dollars.

23.11 Optional Life Insurance. The Employer will make every effort, but does not guarantee, to permit any bargaining unit employee who desires to purchase at their cost additional life insurance through the County Plan.

23.12 Notice of Change of Carriers. The Employer may change insurance carriers. If co-pays, deductibles, benefits and out-of-pocket maximums are substantially similar to those provided in 2013 and the Union must be given sixty (60) day advance notice of any change.

23.13 Spousal Coverage Limitations. The spouse of any employee who is eligible to participate or becomes eligible to participate, as a current employee or retiree, in a group health insurance plan sponsored by his/her employer or retirement plan, must enroll with that Employer or retirement plan for sponsored group insurance coverage. The spouse's plan will be considered as primary coverage for the spouse. The spouse may opt to additionally enroll in Medina County employee health plan, but the County's plan will only provide secondary coverage, and spousal enrollment will require the employee to contribute to the monthly cost based upon the full funding rates established on an annual basis by Medina County.

This requirement does not apply to any spouse who must pay more than twenty-five (25%) percent of the single premium amount to participate in his/her employer or retirement group health insurance plan.

The Employer will distribute a request for written certification verifying the spouse's eligibility to participate in another group health plan. An employee's spouse will be removed from the Medina County health plan if documentation is not provided within fourteen (14) days of distribution.

It is the employee's responsibility to immediately notify Medina County of any subsequent change in a spouse's eligibility to participate in his/her employer or retirement health plan. If a spouse accepts a new job where coverage is available, he/she must immediately enroll in that plan and the employee must notify Medina County within fourteen (14) days of any change in their spouse's eligibility.

ARTICLE 23

INSURANCES (EFFECTIVE 1/1/2018)

23.01 Insurance Plan. The Employer shall make available to full-time employees health insurance benefits under the group benefit plan generally provided to the non-union employees (those not under other collective bargaining agreements) of the Medina County Commissioners and on the same terms and conditions on which those benefits are generally provided to those employees. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions by which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to non-union employees of the Medina County Commissioners.

23.02 National Health Care Program. In the event that during the term of this Agreement a National Health Care Program imposes new or additional payroll taxes/costs on the Employer, or reduces in whole or in part the deductibility to the Employer of its contribution to the health care plan, or modifies the coverage which is or may be provided by the Employer, the terms of the health care plan will be modified to the extent possible and permitted by law to conform with any such National Health Care Program and to the extent necessary to avoid any new or additional payroll taxes/costs or loss of deductibility.

23.03 Wellness, Incentive and Other Programs. The Employer may enter into wellness, incentive and other cost containment agreements with insurance providers at any time during the life of this Agreement. The Union and bargaining unit employees agree to participate in any educational program offered for this purpose, and further agree to comply with any and all policy/plan requirements of the provider/administrator. In addition to the wellness programs the Employer may offer other incentive programs or other programs to promote health of employees and address health insurance costs.

23.04 Preventive Services. The inclusion of preventative services mandated under State and/or Federal law pertaining to group health plans will be covered by the plan, at mandated benefit levels, when using in-network providers. Mandated covered services are determined based upon a person's age and may include screenings and tests for diseases, vaccines, and immunizations, well baby and well child visits and periodic physical exams.

23.05 Federal or State Programs. The insurance benefits provided in this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse of dependent.

23.06 Employee Contributions. Employees shall contribute fifteen (15%) percent of the plan's actuarially estimated cost each month. Employee contributions may be increased above 15% during the term of this Agreement in the event the County raises the employee contributions above 15% for other non-union employees of the Medina County Commissioners.

23.07 Lower Level Benefit Plan. There may be a lower level benefit plan if such is offered to other non-union employees of the Medina County Commissioners.

23.08 Employee Contribution Lower Level Plan. Employees shall contribute no more than fifteen (15%) percent of the lower level plan actuarially estimated cost each month. Employee contributions may be increased above 15% during the term of this Agreement in the event the County raises the employee contributions above 15% for other non-union employees of the Medina County Commissioners covered by the lower level plan.

23.09 Life Insurance. The Employer shall provide a group term life insurance policy for each full-time employee in the amount of thirty thousand (\$30,000.00) dollars.

23.10 Optional Life Insurance. The Employer will make every effort, but does not guarantee, to permit any bargaining unit employee who desires to purchase at their cost additional life insurance through the County Plan.

23.11 Notice of Change of Carriers. The Employer may change insurance carriers. Union must be given sixty (60) day advance notice of any change in carriers.

23.12 Spousal Coverage Limitations. The spouse of any employee who is eligible to participate or becomes eligible to participate, as a current employee or retiree, in a group health insurance plan sponsored by his/her employer or retirement plan, must enroll with that Employer or retirement plan for sponsored group insurance coverage. The spouse's plan will be considered as primary coverage for the spouse. The spouse may opt to additionally enroll in Medina County employee health plan, but the County's plan will only provide secondary coverage, and spousal enrollment will require the employee to contribute to the monthly cost based upon the full funding rates established on an annual basis by Medina County.

This requirement does not apply to any spouse who must pay more than fifty (50%) percent of the single premium amount to participate in his/her employer or retirement group health insurance plan.

The Employer will distribute a request for written certification verifying the spouse's eligibility to participate in another group health plan. An employee's spouse will be removed from the Medina County health plan if documentation is not provided within fourteen (14) days of distribution.

It is the employee's responsibility to immediately notify Medina County of any subsequent change in a spouse's eligibility to participate in his/her employer or retirement health plan. If a spouse accepts a new job where coverage is available, he/she must immediately enroll in that plan and the employee must notify Medina County within fourteen (14) days of any change in their spouse's eligibility.

ARTICLE 24

SENIORITY

24.01 Bargaining Unit Seniority. Bargaining unit employees will begin accruing seniority when the employee is hired or promoted to the position of lieutenant. A newly hired or

promoted employee shall not have seniority during the probationary period but upon completion of the probationary period seniority shall be retroactive to the employee's first day as a lieutenant. Seniority will not accrue during periods of layoff. Employees who return to the bargaining unit from layoff, disability separation, disability retirement, or the result of an arbitration decision shall have their previous seniority restored at time of reinstatement and then shall accrue seniority.

24.02 Break in Seniority. An employee's seniority shall be terminated when one (1) or more of the following occur:

- a. Resigns;
- b. Is discharged for just cause;
- c. Is laid-off for a period of time exceeding twenty-four (24) months;
- d. Retires;
Fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f. Becomes unable to perform his job duties due to serious illness or injury and is unable to return to work upon the expiration of any applicable leave;
- g. Is separated due to a disability or inability to perform the essential functions of their position;
- h. Refuses recall or fails to report to work within fourteen (14) calendar days from the date the Employer sends the employee a recall notice by regular and certified mail, addressed to the employees last known address, unless he is physically unable to do so as certified by the appropriate authority.

ARTICLE 25

LAY-OFF AND RECALL

25.01 Layoff. Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions of this Article.

25.02 Layoff by Seniority/Service. Employees within effected job titles shall be laid off according to their relative seniority, i.e. their continuous uninterrupted service (within the bargaining unit) with the least senior being laid off first, provided that all students, temporary, part-time, seasonal and probationary employees within the effected job title(s), within the bargaining unit, are laid off first in the above respective order.

25.03 Displacement. Employees who are laid off from the job title covered by this Agreement, and were promoted from within the Medina County Sheriff's Office may displace (bump) another employee with lesser seniority in the rank last held by the employee in the Medina County Sheriff's Office.

25.04 Successive Displacement. Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title pursuant to the provision of paragraph 25.03, above.

25.05 Qualified to Displace. In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position (including possessing all state mandated training or completes such training within the statutory time allowed) and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

25.06 Laid off Employee. At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions, shall be laid off.

25.07 Recall. Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for two (2) years from the date of his lay-off.

25.08 Notice of Recall. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within fourteen (14) calendar days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

25.09 Notice of Layoff. Employee(s) scheduled for lay-off shall be given a minimum of fifteen (15) calendar days advance notice of lay-off.

ARTICLE 26

DRUG TESTING AND PHYSICALS

26.01 Annual Physical. The Employer may require an annual physical exam and may implement a random drug testing procedure of employees. Such testing shall be at the sole discretion of the Employer, with all physical exam and drug testing costs paid by the Employer. Employees required to be tested or examined on off-duty time, shall be compensated for such time.

26.02 Meeting with the Union. Prior to the commencement of such testing, the Employer will meet with the Union to discuss, not negotiate, the procedures under which the testing will be administered.

ARTICLE 27

LONGEVITY

27.01 Longevity. Employees hired prior to January 1, 2013 shall receive longevity payments commencing upon the completion of five (5) years of full-time continuous employment with the Employer. Such amount shall be increased every five (5) years through twenty-five (25) years of employment pursuant to the following schedule:

<u>Length of Service</u>	<u>Amount</u>
Five (5) years	\$ 500
Ten (10) years	\$ 800
Fifteen (15) years	\$1,200
Twenty (20) years	\$1,600
Twenty-five (25) years	\$1,750

27.02 Annual Payment of Longevity. Longevity payments shall be paid on the employee's anniversary date. In order to be eligible for longevity, the employee must have completed the necessary minimum length of service for the appropriate amount prior to his anniversary date for such payment. Longevity payments shall be prorated on termination, resignation or retirement.

27.03 Adjustments to Longevity. If, because of leave without pay, employment separation or break in continuous service, an employee does not work a full year, the amount payable shall be prorated to correspond to the actual length of service during the prior calendar year.

27.04 Eligibility for Longevity. Employees hired in the Medina County Sheriff's Office after January 1, 2013, will not earn or be paid longevity.

ARTICLE 28 EDUCATION PREMIUM, TRAINING, MEALS, AND EXPENSES

28.01 Education Premium. Any employee with an Associate's, Bachelor's Degree, or Master's Degree in Law Enforcement, Criminology or related field, as determined by the Employer, shall receive an additional forty (\$.40) cents, eighty (\$.80) cents, or \$1.00 per hour, respectively, not cumulative.

28.02 Required Training. If the Sheriff orders an employee to obtain certification or training as a condition of employment, the Sheriff will pay for the training or certification and, in most circumstances, allow the employees to obtain the training or certification on work time. The Employer shall only pay for the employee's first attempt to successful training or certification. If the employee does not receive satisfactory approval as having met the standards necessary for the training or certification, the employee pays for any subsequent attempts to meet acceptable standards and shall conduct his attempts to meet standards on his own time.

28.03 Meals and Expenses. The Employer shall reimburse employees for meals in accordance with County policy. Reimbursement for expenses incurred while driving personal vehicles shall be made in accordance with County policy.

ARTICLE 29 RATES OF PAY

29.01 Rates of Pay. The rate of pay for all lieutenants shall be eighteen (18%) percent higher than the highest paid sergeant as set forth in the collective bargaining agreement covering Sergeants. The pay scale for lieutenants will be as follows:

<u>Annual</u>	<u>Hourly</u>
2016 – \$82,326.00	2016 – \$39.58
2017 – \$84,593.60	2017 – \$40.67
2018 – \$86,715.20	2018 – \$41.69
2019 – \$88,878.40	2019 – \$42.73

29.02 Paycheck Issuance. Paychecks will normally be issued every other Friday with the Thursday night shift receiving the checks at the end of their work shift. This is subject to change if done so by the County Auditor.

ARTICLE 30 HEADINGS

30.01 Headings. It is understood and agreed that the use of headings before articles and sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 31 GENDER AND PLURAL

31.01 Contract Construction. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and it not to be interpreted to be discriminatory by reason of sex.

ARTICLE 32 OBLIGATION TO NEGOTIATE

32.01 Opportunity to Make Proposals. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

32.02 Waiver. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 33 LEFT BLANK INTENTIONALLY

ARTICLE 34 TOTAL AGREEMENT

34.01 Total Agreement. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer. The wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio laws, including specifications under or related to those laws.

ARTICLE 35 CONFORMITY TO LAW

35.01 Conformance to Law. This Agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

35.02 Severance of Provisions, Survival of Agreement. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 36 RESIDENCY

36.01 Residency Requirement. As a condition of continued employment, all employees must reside within twenty (20) miles of the Medina City limits irrespective of County lines.

ARTICLE 37 DURATION

37.01 Duration. This Agreement shall become effective at 12:01 A.M. on January 1, 2017 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2019. This Agreement supersedes any previously entered collective bargaining agreements.

37.02 Notice to Negotiate. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt requested. In the event that no notice is given by either party, this agreement shall be automatically renewed from year to year thereafter.

ARTICLE 38

DISCIPLINE

38.01 Discipline Process for Employees. This procedure shall apply to all non-probationary employees covered by this Agreement. Employees in their probationary period shall have no right to appeal any discipline (see also Article 8). (note: This sentence not in current language.)

38.02 Employee Rights in Discipline Procedure. All employees shall have the following rights in the disciplinary procedure:

- A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

38.03 Employee Resignation. An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

38.04 Discipline for Just Cause. Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice of Discipline served on the employee shall contain a reference to dates, times and places, if possible.

38.05. Investigations and Investigatory Interviews. In any investigatory interview between a bargaining unit employee and a member of the administration where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a union representative be present. The employee shall be informed of the subject of the investigation before the interview. During an investigation the employee may be placed on administrative leave with pay.

38.06. Notice of Charges, Predisciplinary Conference. Whenever the Employer determines that an employee may be reduced in pay, suspended with or without pay, demoted with reduction in pay, or terminated for disciplinary reasons, the Employer shall schedule a pre-disciplinary conference and notify the employee in writing of the charges that may form the basis for the disciplinary action together with written notification of the date, time, and place of the hearing. The employee may choose to:

- A. Appear at the pre-disciplinary conference to present an oral or written statement;
- B. Appear at the pre-disciplinary conference and have a Union representative and/or FOP attorney present an oral or written statement; or
- C. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

Failure to elect one of these options will be deemed a waiver of the employee's rights to a pre-disciplinary conference.

At the pre-disciplinary conference, the employee and/or representative shall have an opportunity to offer an explanation either orally or in writing to the charges prior to discipline being imposed, regarding the alleged misconduct. The employee may be accompanied by an FOP representative during such response, if desired. Untruthfulness by the employee in the predisciplinary conference may result in additional disciplinary action. Upon the conclusion of the predisciplinary conference, a written report will be prepared by the person who conducted the predisciplinary conference concluding whether or not the alleged misconduct occurred.

38.07. Leave Without Pay Pending Criminal Charges. Any employee charged with or under indictment for a felony or an offense of violence, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation leave or any other paid leave except sick leave during such leave. An employee found guilty by the trial court, and if appealed the appeal is denied, of a felony shall be summarily discharged and will have no right to grieve or appeal the discharge.

38.08 Service of Discipline. The Employer shall issue a written Notice of Discipline. The Notice of Discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

39.09 Employee Response/Appeal of Discipline. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or appeal by filing a written grievance with the Sheriff, at Step 3 of the Grievance Procedure. The grievance must be filed at Step 3 within five (5) days (as defined in the Grievance Procedure) from receipt of the Notice of Discipline.

38.10 Waiver of Appeal. A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

38.11 Resolution by the Parties. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

38.12 Implementation of Discipline. Discipline may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

38.13 Exclusive Process for Appeal of Discipline. The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.

ARTICLE 39

GRIEVANCE PROCEDURE

39.01 Employee Right to Present Grievances. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

39.02 Definitions. For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Aggrieved Party - the “aggrieved party” shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.
- c) Party in Interest - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

39.03 Grievance Procedure. The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

- d) The preparation and processing of grievances may be conducted during working hours with the advance approval of the OIC, whose approval shall not be unreasonably withheld.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f) The aggrieved party may have a Union representative represent him at any step of the Grievance Procedure.
- g) The existence of this Grievance Procedure, hereby established, shall be the sole and exclusive method for resolving disputes and disagreements that may arise pursuant to the terms of this Agreement.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

39.04 Grievance Steps. All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

Immediate Supervisor. An employee who believes he may have a grievance shall notify his immediate supervisor (Captain or Chief Deputy) of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days of the date of the notice by the employee. The supervisor and the employee will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor will issue a written decision.

Step 2:

Sheriff. If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Sheriff within five (5) days from

the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The Sheriff or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his Union representative and any other party necessary to provide the required information for the rendering of a proper decision. The Sheriff or his designee shall issue a written decision to the employee's Union representative with a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 2, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 40

ARBITRATION PROCEDURE

40.01 Arbitration. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within twenty (20) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within this twenty (20) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

40.02 Limits of Authority of Arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

40.03 Single Issue. The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by mutual written agreement of the parties.

40.04 Rules for Hearings. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

40.05 Fees & Expenses. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a split award the arbitrator's fees shall be split between the parties.

40.06 Decision Within 30 Days. The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

40.07 Permanent Panel. There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed

on this panel shall be: 1) Hyman Cohen; 2) Rob Stein; 3) Jonathan Klein; 4) Norman Harland; 5) Alan Wolk; 6) Daniel Zeiser; and 7) Harry Graham.

ARTICLE 41

FAMILY AND MEDICAL LEAVE ACT

41.01 FMLA Leave. Eligible employees shall be entitled to an FMLA leave of up to twelve (12) weeks in any twelve (12) month period. All paid leave credits (sick leave, vacation leave, holidays, etc.) shall be utilized concurrent with any unpaid FMLA leave, i.e. concurrent use of paid leaves with FMLA. FMLA shall be administered according to the County policy.

41.02 Use of Paid Leave. The Employer agrees to comply with the provisions of the Family and Medical Leave Act. Sick leave, vacation time or any other form of leave used for any proposes for which an employee could have been eligible to use unpaid time under the Family and Medical Leave Act shall be deducted against the employee's twelve (12) weeks of FMLA leave.

ARTICLE 42

EXECUTION

42.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 20__.

FOR THE UNION:

FOR THE EMPLOYER:

Thomas P. Miller, Sheriff

Jonathan J. Downes (Labor Counsel)

NOTICE OF ORDER OF DISCIPLINE

TO:

FROM:

DATE:

SUBJECT: Notice of Discipline

You are hereby notified that your Employer proposes the following disciplinary action against you:

You have certain rights regarding the appeal of the above disciplinary action. Please read the attached information regarding these rights.

SHERIFF

APPEAL OR ACCEPTANCE OF DISCIPLINE

To The Employee:

Pursuant to the terms of the collective bargaining agreement This form must be returned within five (5) work days, as defined in the Grievance Procedure, to the Sheriff if you want to appeal/grieve the Order of Discipline.

_____ I AGREE WITH AND ACCEPT THE DISCIPLINE

_____ I WISH TO APPEAL/GRIEVE THE DISCIPLINE FOR THE FOLLOWING REASONS

REASONS:

(If more space is needed, attach extra sheets of paper)

Signature: _____

Date: _____

Approved: Date: _____

Sheriff's Signature: _____

EMPLOYEE RIGHTS REGARDING APPEAL OF DISCIPLINE

You have been served with a Notice of Order of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY DISCIPLINE ISSUED.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the Notice of Order of Discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Sheriff.

If you disagree with the Order of Discipline, you should state your objections and reasons in writing in the space provided below, and return this form to the Sheriff within 5 work days, as defined in the Grievance Procedure, of receipt of the Notice of Order of Discipline.

RIGHTS

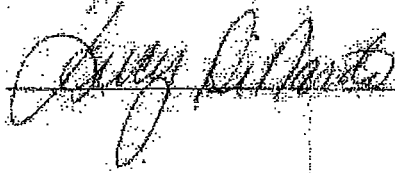
1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to appeal or object to the discipline issued by filing a grievance within five (5) work days, as defined in the Grievance Procedure, of receipt of the Notice of Order of Discipline at step 2 of the grievance procedure, the Sheriff.
3. If you file a grievance, the Sheriff will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Sheriff will report his/her decision within fifteen (15) working days following the close of the hearing.
5. The Union will have twenty (20) calendar days after receipt of the Sheriff's decision in which to appeal the decision pursuant to Arbitration, Article 40.
6. The cost of the arbitrator will be paid by the losing party.

ARTICLE 42

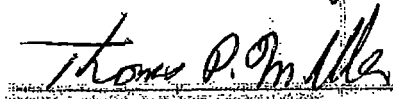
EXECUTION


42.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 16 day of October, 2017.

FOR THE UNION:



FOR THE EMPLOYER:



Thomas P. Miller, Sheriff


Jonathan J. Downes (Labor Counsel)

REGULAR MEETING – TUESDAY, OCTOBER 17, 2017

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

William F. Hutson Adam Friedrich Patricia G. Geissman

Mr. Hutson offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Friedrich.

RESOLUTION NO. 17-0857

**APPROVING A THREE (3) YEAR AGREEMENT
BETWEEN THE MEDINA COUNTY SHERIFF AND FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL — LIEUTENANTS**

WHEREAS, The Medina County Sheriff (Employer) and the Fraternal Order of Police, Ohio Labor Council (Union), serving as the exclusive representative on behalf of the Lieutenants were parties to a two (2) year Collective Bargaining Agreement (Agreement) for the term running January 1, 2015 through December 31, 2016; and,

WHEREAS, The Employer and Union entered into negotiations to collectively bargain the wages, hours, terms and other such conditions of employment, along with the continuation, modification, and/or deletion of such existing provisions, in order to arrive at a new Agreement; and,

WHEREAS, the Employer and the Union have agreed upon a three (3) year Agreement and have reduced such into writing having affixed their signatures memorializing said Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Medina County, Ohio, consistent with the requirements of ORC Sec. 4117.10, does hereby approve this three (3) year Agreement between Employer and Union commencing January 1, 2017 and concluding December 31, 2019 pursuant to the terms and conditions of the contract.

Voting AYE thereon: Mr. Hutson, Mr. Friedrich, and Mrs. Geissman

Adopted: October 17, 2017

Prepared by: Human Resources