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19-MED-09-0883

38993



## **AN AGREEMENT**

**between**

**THE MEDINA COUNTY SHERIFF'S OFFICE**

**and**

**THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**DEPUTY and DEPUTY DETECTIVE**

**SERB Case Number 2019-MED-09-0883**

**EFFECTIVE: Date of Ratification**

**EXPIRES: DECEMBER 31, 2022**

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1 **ARTICLE 1** **PREAMBLE**

2  
3 **1.01 Parties.** This Agreement is hereby entered into by and between the Medina County  
4 Sheriff, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent  
5 Association, Inc., hereinafter referred to as the "Union".

6  
7 **1.02 Days and Day.** Unless otherwise specified the term "days" shall mean calendar  
8 days and "day" shall mean an 8 hour day.

9  
10  
11 **ARTICLE 2** **PURPOSE AND INTENT**

12  
13 **2.01 Cooperative Relationship.** In an effort to continue harmonious and cooperative  
14 relationships with its employees and to insure the orderly and uninterrupted efficient operations  
15 of government, the Employer now desires to enter into an agreement reached through collective  
16 bargaining which will have for its purposes, among others, the following: 1) To recognize the  
17 legitimate interests of the employees of the Employer to participate through collective bargaining  
18 in the determination of the terms and conditions of their employment; 2) To promote fair and  
19 reasonable working conditions; 3) To promote individual efficiency and service to the citizens  
20 of the County of Medina, Ohio; 4) To avoid interruption or interference with the efficient  
21 operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of  
22 mutual interest by means of amicable discussion.

23  
24  
25 **ARTICLE 3** **RECOGNITION**

26  
27 **3.01 Union Recognition, Bargaining Unit.** The Employer hereby recognizes the Union as  
28 the sole and exclusive bargaining agent with respect to wages, hours and other terms and  
29 conditions of employment, as provided by the State Employment Relations Act, for all full-time  
30 employees employed in the Sheriff's Office occupying the positions of deputy sheriff and deputy  
31 detective, excluding all part-time, seasonal and temporary employees. All other employees of  
32 the Employer are excluded from the bargaining unit. Said recognition shall continue for a term  
33 as provided by law.

34  
35 **3.02 List of Employees.** The Employer will furnish the Union with a list of all employees in  
36 the classifications covered by this Agreement indicating their starting date of employment. Such  
37 list will be furnished no less than annually and will be supplemented by the names of all new  
38 employees as hired.

39  
40  
41 **ARTICLE 4** **MANAGEMENT RIGHTS**

42  
43 **4.01 Management Rights.** Not by way of limitation of the following paragraph, but to only  
44 indicate the type of matters or rights which belong to and are inherent to the Employer, the  
45 Employer retains the right to:

- 46  
47 1) hire, discharge, transfer, suspend and discipline employees for just cause;

- 1 2) determine the number of persons required to be employed, or laid off;
- 2 3) determine the qualifications of employees;
- 3 4) determine the starting and quitting time and the number of hours to be worked by
- 4 its employees;
- 5 5) make any and all reasonable rules and regulations;
- 6 6) determine the work assignments of its employees;
- 7 7) determine the basis for selection, retention and promotion of employees to or for
- 8 positions not within the bargaining unit established by this Agreement;
- 9 8) determine the type of equipment used and the sequence of work processes;
- 10 9) determine the making of technological alterations by revising either process or
- 11 equipment, or both;
- 12 10) determine work standards and the quality and quantity of work to be produced;
- 13 11) select and locate buildings and other facilities;
- 14 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 15 13) consolidate, merge, or otherwise transfer any or all of its facilities, property,
- 16 processes or work with or to any other municipality or entity or effect or change
- 17 in any respect the legal status, management or responsibility of such property,
- 18 facilities, processes of work;
- 19 14) terminate or eliminate all or any part of its work or facilities.
- 20

21 **4.02 Residual Rights.** In addition, the Union agrees that all of the functions, rights, powers,  
22 responsibilities and authority of the Employer in regard to the operation of its work and business  
23 and the direction of its workforce which the Employer has not specifically, abridged, deleted,  
24 granted or modified by the express and specific written provisions of this Agreement are, and  
25 shall remain, exclusively those of the Employer.  
26  
27

## 28 **ARTICLE 5** **NO-STRIKE**

29  
30 **5.01 Union Affirmation.** The Union does hereby affirm and agree that it will not either  
31 directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any  
32 employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout,  
33 work stoppage, or other concerted interference with or the withholding of services from the  
34 Employer.  
35

36 **5.02 Union Cooperation.** In addition, the Union shall cooperate at all times with the  
37 Employer in the continuation of its operations and services and shall actively discourage and  
38 attempt to prevent any violation of this article. If any violation of this article occurs, the Union  
39 shall actively discourage and attempt to prevent any violation of this article. If any violation of  
40 this article occurs, the Union shall immediately notify all employees that the strike, slowdown,  
41 work stoppage, or other concerted interference with or the withholding of services from the  
42 Employer is prohibited, not sanctioned by the Union and order all employees to return to work  
43 immediately.  
44

45 **5.03 Public Welfare.** It is recognized by the parties that the Employer is responsible for and  
46 engaged in activities which are the basis of health and welfare of its citizens and that any  
47 violation of this Article would give rise to irreparable damage to the Employer and the public at

1 large. Accordingly, it is understood and agreed that in the event of any violation of this Article,  
2 the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the  
3 Union indemnifying and holding the Employer harmless from any and all costs arising from the  
4 violation of this Article.

5  
6 **5.04 Violations.** It is further agreed that any violation of the above shall be sufficient grounds  
7 for immediate discharge or other disciplinary action.  
8  
9

10 **ARTICLE 6 NON-DISCRIMINATION**

11  
12 **6.01 Nondiscrimination.** The Employer and the Union agree not to discriminate against any  
13 employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.  
14

15 **6.02 Union Membership.** The Union expressly agrees that membership in the Union is at the  
16 option of the employee and that it will not discriminate with respect to representation between  
17 members and nonmembers.  
18  
19

20 **ARTICLE 7 DUES DEDUCTIONS**

21  
22 **7.01 Authorization.** During the term of this Agreement, the Employer shall deduct initiation  
23 fees levied by the Union and the regular monthly Union dues from the wages of those employees  
24 who have voluntarily signed dues deduction authorization forms permitting said deductions.  
25

26 **7.02 Union Certification of Dues.** The initiation fees or dues so deducted shall be in the  
27 amounts established by the Union from time to time in accordance with its Constitution and  
28 Bylaws. The Union shall certify to the Employer the amounts due and owing from the  
29 employees involved.  
30

31 **7.03 Monthly Deduction.** The Employer shall deduct dues or initiation fees from the second  
32 pay in each calendar month. If an employee has no pay due on that pay date such amounts shall  
33 be deducted from the next or subsequent pay.  
34

35 **7.04 Remitted to Union.** A check in the amount of the total dues withheld from those  
36 employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within  
37 thirty (30) days from the date of making said deductions.  
38

39 **7.05 Employer Held Harmless.** The Union hereby agrees to hold the Employer harmless  
40 from any and all liabilities or damages which may arise from the performance of its obligations  
41 under this Article and the Union shall indemnify the Employer for any such liabilities or  
42 damages that may arise.  
43  
44  
45  
46



- 1 d. The length of questioning periods must be reasonable, with rest periods being  
2 called periodically for personal necessities, meals, and telephone calls.  
3
- 4 e. The employee may, at his discretion, have a Union representative present during  
5 any interrogation and shall be granted reasonable periods of private consultation  
6 with that Union representative. Where such representative is not immediately  
7 available, the interrogation shall not be postponed for more than 24 hours. The  
8 representative may not advise the employee on how to answer questions.  
9 Employees will be required to answer truthfully all questions asked of them.  
10
- 11 f. The findings of the Internal Investigations shall be labeled “sustained” (guilty as  
12 charged), or “not sustained” (not guilty), “unfounded” (without merit), or  
13 “exonerated” (act was legal). The employee shall be advised of the finding as  
14 soon as possible. Only findings of a “sustained” internal investigation will be  
15 placed in an employee’s personnel file. Investigations found other than as  
16 “sustained” will be kept by the Employer in a file separate from the employee’s  
17 personnel file.  
18
- 19 g. An “interrogation” under this Article means the employee is being asked specific  
20 questions about his conduct after the Department has conducted a preliminary  
21 fact-finding investigation and has determined that reasonable grounds may exist  
22 for disciplinary action against an employee.  
23

24 **9.02 Instructions to Employees in Investigations.** Before an employee may be charged with  
25 any violation of the Rules and Regulations for a refusal to answer questions or participate in an  
26 investigation, he shall be advised that his refusal to answer such questions or participate in an  
27 investigation may be the basis for such a charge.  
28

29 **9.03 Opportunity to Review Documents, etc.** A disciplined employee shall have the  
30 opportunity to review all pertinent written documents, including citizen complaints and internal  
31 investigation reports, upon which the discipline is based prior to the 3rd Step grievance hearing.  
32

33 **9.04 Review of Personnel File.** An employee may review his personnel file, except  
34 confidential information (e.g., pre-employment reports, medical reports labeled confidential,  
35 etc.). An employee may add memoranda to the file clarifying any documents contained in the  
36 file and may have a representative of the Union present when reviewing his file. The Employer  
37 may also have a representative present. A request for copies of items included in the file shall be  
38 honored.  
39

40 **9.05 Civilian Complaints.** Civilian complaints that are not in writing, resulting in  
41 disciplinary action against employees, shall be put in writing and attested to by a responsible  
42 Sheriff's Office Official. If the civilian complaint is investigated and placed in the employee's  
43 personnel file, it shall be marked with respect to final disposition. Only civilian complaints that  
44 are investigated and found to be “sustained” will be placed in the employee’s personnel file.  
45 Civilian complaints that are other than “sustained” shall be kept in a file separate from the  
46 employee’s personnel file.





1 designee(s) shall meet with not more than three (3) representatives of the Union to discuss  
2 pending problems and to promote a more harmonious labor/management relationship.

3  
4 **11.02 Agenda.** An agenda will be furnished at least five (5) working days in advance of the  
5 scheduled meetings with a list of the matters to be taken up in the meeting, and the names of  
6 those Union representatives who will be attending. The purpose of such meetings shall be to:

- 7
- 8 a. Discuss the administration of this Agreement;
- 9 b. Notify the Union of changes made by the Sheriff which affect bargaining unit
- 10 members of the Union;
- 11 c. Discuss grievances which have not been processed beyond the Sheriff's step of
- 12 the grievance procedure, providing such discussions are mutually agreed to by the
- 13 parties;
- 14 d. Disseminate general information of interest to the parties;
- 15 e. Discuss ways to increase productivity and improving efficiency;
- 16 f. To consider and discuss health and safety matters relating to employees;
- 17 g. To consider recommendations for changes from the Union in the Standard
- 18 Operating Procedure, Rules & Regulations; and
- 19 h. To discuss Work Schedules.
- 20

21 **11.03 Special Meetings.** It is further agreed that if special labor/management meetings have  
22 been requested, and mutually agreed upon, they shall be convened as soon as feasible.

23  
24 **11.04 Release of One Employee.** Up to two (2) employee representatives who are scheduled  
25 to be at work during the time of this meeting, may, at the Sheriff's discretion, be able to attend  
26 this meeting with no loss of pay. It is further agreed that any employee on duty may be required  
27 to return to work if an emergency arises during this meeting.

28  
29  
30 **ARTICLE 12** **SICK LEAVE**

31  
32 **12.01 Reasons for Sick Leave.** Sick leave shall be defined as an absence with pay necessitated  
33 by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease  
34 communicable to other employees; and/or 3) serious illness, injury where the employee's  
35 presence is reasonably necessary.

36  
37 **12.02 Accumulation of Sick Leave.** All employees shall earn sick leave at the rate of four and  
38 six-tenths (4.6) hours for every eighty (80) hours paid and may accumulate such sick leave to an  
39 unlimited amount.

40  
41 **12.03 Notices for Use of Sick Leave.** An employee who is to be absent on sick leave shall  
42 notify the Employer of such absence and the reason therefore at least one (1) hour before the  
43 start of his work shift each day he is to be absent.

44  
45 **12.04 Increments for Use.** Sick leave may be used in increments of not less than one-half  
46 (1/2) hour.

1 **12.05 Proof of Illness.** Before an absence may be charged against accumulated sick leave, the  
2 Sheriff may require such proof of illness, injury or death as may be satisfactory to him, or may  
3 require the employee to be examined by a physician designated by and paid for by the Employer.  
4 In any event, an employee absent for more than three (3) consecutive work days must supply a  
5 physician's report to be eligible for paid sick leave, unless waived by the Sheriff.  
6

7 **12.06 Lack of Proof.** If the employee fails to submit adequate proof of illness, injury or death,  
8 or in event that upon such proof as is submitted or upon the request of medical examination, the  
9 Sheriff, finds there is not satisfactory evidence of illness or death sufficient to justify the  
10 employee's absence, such leave may, at the Sheriff's discretion, be considered an unauthorized  
11 leave and shall be without pay.  
12

13 **12.07 Sick Leave Misuse or Abuse.** Any abuse or patterned use of sick leave shall be just and  
14 sufficient cause for disciplinary action, and further, the Sheriff may require a physician's  
15 verification for each occurrence of sick leave from employees who have been found to have  
16 established a patterned use or abuse of sick leave. Imposition of the requirement for a  
17 physician's verification will not exceed six (6) months.  
18

19 **12.08 Pattern Use of Sick Leave.** A pattern use of sick leave may be the basis for corrective  
20 action/discipline. A formal warning will be issued when patterned abuse is initially suspected  
21 unless the circumstances warrant more severe corrective action/discipline. The issuance of a  
22 formal warning is not appealable. If there is subsequent corrective action/discipline, the  
23 employee may present the objection letter in any subsequent grievance arbitration procedure.  
24

25 **12.09 Fitness for Duty Examination.** The Sheriff may require an employee who has been  
26 absent due to personal illness or injury, prior to and as a condition of his return to duty, to be  
27 examined by a physician designated and paid by the Employer, to establish that he is not  
28 disabled from the performance of his duties and that his return to duty will not jeopardize the  
29 health and safety of other employees.  
30

31 **12.10 Immediate Family.** When the use of sick leave is due to illness or injury in the  
32 immediate family, "immediate family" shall be defined to only include the employee's spouse,  
33 children, parents residing with the employee, or minor over whom the employee is legal  
34 guardian. When the use of sick leave is due to death in the immediate family, "immediate  
35 family" shall be defined to only include the employee's parents, spouse, child, brother, sister,  
36 parents-in-laws, grandparents, or minor over whom the employee is legal guardian, grandparents  
37 of spouse and grandchildren.  
38

39 **12.11 Conversion at Retirement Employees Hired Prior to January 1, 2013.** Upon the  
40 retirement from the Medina County Sheriff's Office of an employee who has not less than ten  
41 (10) years of continuous employment with the Employer and who has qualified for retirement  
42 benefits from a State of Ohio Retirement System and retires such employee shall be entitled to  
43 receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by  
44 one-third (1/3) the total number of accumulated but unused sick hours earned by the employee,  
45 as certified by the Sheriff, provided that such payments shall not exceed nine hundred sixty (960)  
46 hours. An employee who retires with fifteen (15) years of continuous full-time service or more  
47 is entitled to payment of one-half (1/2) of accumulated, unused sick leave provided that such

1 payment shall not exceed nine hundred sixty (960) hours. Payment for sick leave conversion  
 2 shall eliminate all accrued sick leave credit. Such payment shall be made only once to any  
 3 employee.

4  
 5 **12.12 Conversion at Retirement Employees Hired After January 1, 2013.** Upon retirement  
 6 from the Medina County Sheriff's Office, any employee hired after January 1, 2013, who has not  
 7 less ten (10) years continuous employment with the Employer, and qualifies for retirement  
 8 benefits from a State of Ohio Retirement System, and retires shall be entitled to convert unused  
 9 sick leave, as certified by the Sheriff's office, to cash and be paid at the current hourly rate for all  
 10 unused time in accordance with the following schedule:

11		Percentage	Maximum
12		of Accrued	Paid
13		<u>Sick</u>	<u>Hours</u>
14	<u>Years of Service</u>		
15	10 years of public service	25%	240
16	10 years of Medina County service	33%	360
17	15 years of Medina County service	50%	480
18	20 years of Medina County service	50%	720
19	25 years of Medina County service	50%	960

20  
 21 Payment for sick leave conversion shall eliminate all accrued sick leave credit. Such payment  
 22 shall be made only once to any employee.

23  
 24  
 25 **ARTICLE 13** **SICK LEAVE DONATION**

26  
 27 **13.01 Donation of Sick Leave.** This program has been established to allow employees to  
 28 donate sick days to fellow employees who have been injured on duty or have a prolonged illness  
 29 and who have exhausted all sick leave and need to extend their sick leave for up to thirty (30)  
 30 additional days. Employees must have at least two hundred forty (240) hours of sick leave  
 31 accumulated at the time of their injury and must have exhausted all available paid leave to be  
 32 eligible for sick leave donation. The Sheriff, in his sole discretion, may allow sick leave  
 33 contributions for newly hired deputies with less than two hundred forty (240) hours of  
 34 accumulated sick leave.

35  
 36 **13.02 Written Requests for Donations.** When an employee or someone on his behalf requests  
 37 sick leave donations, he shall notify the Sheriff in writing. The Sheriff will then post a notice for  
 38 ten (10) working days informing employees about the request for sick leave donations. No  
 39 donations shall be made after ten (10) working days. All donations are voluntary.

40  
 41 **13.03 Designation by Donating Employee.** An employee may donate up to forty (40) hours of  
 42 sick leave to a specific recipient by signing and submitting to the Sheriff a Sick Leave Donation  
 43 Form, donating up to forty (40) hours per form. Only forty (40) hours per employee per  
 44 recipient can be donated in a calendar year.

45  
 46 **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 vacation in accordance with the following 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 Vacation Leave Carryover.** Vacation 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.

**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. Day after Thanksgiving Day |
|                           | 11. Christmas Day              |

**15.02 Holidays Bank Time.** All full-time employees, except Detectives, 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. The holiday time will be credited to the employee's holiday time bank in the pay period the holiday occurs. Any holiday time not taken prior to December 1<sup>st</sup> shall be paid at the employee's straight time rate in the first pay check in



1 **ARTICLE 18 INJURY LEAVE, FITNESS FOR DUTY, DISABILITY SEPARATION**

2  
3 **18.01 Injury Leave.** When an employee is injured in the line of duty or becomes ill with a  
4 serious infectious disease as a result of performing his duties, as determined at the sole discretion  
5 of the Employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per  
6 incident. There will be a five (5) working day waiting period before this provision applies, in  
7 which the employee may use sick leave. If the employee receives Workers' Compensation  
8 benefits during the period of injury, the benefits shall be paid to the Employer and any sick days  
9 used during the waiting period shall be restored to the employee to the percentage that Workers'  
10 Compensation reimbursed the Employer.

11  
12 **18.02 Discretionary Extension of Disability Leave.** If at the end of this ninety (90) calendar  
13 day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be  
14 extended for additional ninety (90) calendar day periods, or parts thereof.

15  
16 **18.03 Examinations for Disability Leave.** The Employer shall have the right to require the  
17 employee to have a physical exam by a physician appointed and paid by the Employer resulting  
18 in the physician's certification that the employee is unable to work due to the injury as a  
19 condition precedent to the employee receiving any benefits under this Article. The designated  
20 physician's opinion shall govern whether the employee is actually disabled or not, but shall not  
21 govern whether the Employer shall extend the period of leave or if the injury was duty related.

22  
23 **18.04 Fitness for Duty Examinations, Disability Separation and Appeal.** Any employee  
24 absent from work due to personal illness or injury, work related or not, may, at the Employer's  
25 sole discretion, be required to have a physical exam by a physician appointed and paid by the  
26 Employer resulting in the physician's certification that: 1) if the employee claims to be unable to  
27 work, he is indeed unable to return to work; or 2) if the employee claims to be able to work, he is  
28 indeed able to return to work and perform all of the duties and job functions related to his  
29 employment as a condition to re-employment.

30  
31 **18.05 Disability Separation.** At any time during a disability leave, extension of disability  
32 leave, paid leaves, or an unpaid leave of absence an employee is determined to be unable to  
33 perform the essential functions of his position the employee may be disability separated. Such  
34 employee shall be afforded the pre-deprivation administrative process contained in this  
35 Agreement prior to a proposed disability separation and will have the right to grieve a disability  
36 separation.

37  
38  
39 **ARTICLE 19 OVERTIME AND COURT TIME**

40  
41 **19.01 Overtime.** All employees, for work actually performed in excess of forty (40) hours  
42 within a one (1) week pay period, excluding shift changes, when approved of by the Sheriff, or  
43 his designee, shall be compensated at the rate of one and one-half (1 1/2) times his regular hourly  
44 rate for all such work. All paid leave, except sick leave used subsequent to earned overtime,  
45 shall count as work actually performed for the purposes of overtime computation.

1 **19.02 Call-In, Court Time.** When approved by the Sheriff, or his designee, employees called  
2 in to work or appearing in court on behalf of the Employer for a period of less than three (3)  
3 hours, when the employee is not on duty, shall be compensated not less than three (3) hours  
4 overtime-time pay.

5  
6 An employee who is required to appear at court at the same time as the commencement of the  
7 assigned shift shall be paid one (1) hour of overtime based on the payment selection made in  
8 Article 21 for preparation and reporting early to the Sheriff's Office.

9  
10 Employees shall not be eligible for call-in/court time for hours the employee is receiving  
11 overtime compensation, any time the employee is performing duties on a grant, or when working  
12 under a contract for services under the authority of the Employer. When performing duties on a  
13 grant the employee shall only receive the actual time on call-in/court time that is not eligible  
14 under the grant for payment.

15  
16 **19.03 Work Schedule.** An employee's normal work schedule shall not be modified for the  
17 sole purpose of avoiding earned overtime payments.

18  
19 **19.04 Travel Time for Training.** The Employer shall pay employees at the applicable rate for  
20 all approved travel time incurred in satisfying any assigned training obligation or function.

21  
22  
23 **ARTICLE 20 HOURS OF WORK**

24  
25 **20.01 Hours of Work.** The normally scheduled work week, but not guaranteed, for full-time  
26 employees shall be forty (40) hours of work.

27  
28  
29 **ARTICLE 21 COMPENSATORY TIME**

30  
31 **21.01 Compensatory Time.** Commencing January 1, 2013, employees shall be able to accrue  
32 compensatory time up to a maximum of one hundred eighty (180) hours subject to the following  
33 conditions.

- 34  
35 1. All employees will be paid overtime in cash unless the employee notifies the  
36 Sheriff or designee in writing that overtime worked and earned should be  
37 compensated by placing ninety (90) minutes in a compensatory time bank for  
38 each one (1) hour of overtime worked.  
39  
40 2. Requests for payment of overtime in the form of compensatory time must be  
41 made at least one (1) day before the commencement of any pay period and will  
42 remain in effect until the employee notifies the Sheriff or designee in writing that  
43 cash payment for overtime be resumed.  
44  
45 3. After one hundred eighty (180) hours of compensatory time are accumulated, all  
46 future overtime will be paid in cash.  
47



- 1 4. Requests to use compensatory time must be submitted to the office of the Sheriff  
2 or his designee no later than twenty-four (24) hours before the time requested to  
3 be taken unless the time limit is waived by the Sheriff or designee due to  
4 emergency circumstances.  
5
- 6 5. Compensatory time may be taken only with prior approval of the Sheriff or his  
7 designee.  
8
- 9 6. Employees may convert accumulated compensatory time to cash under the  
10 following conditions:  
11
  - 12 a) Any employee wishing to convert compensatory time to cash must notify the  
13 Sheriff or designee in writing of the amount to be converted in the first seven  
14 (7) days of May and November of each year.  
15
  - 16 b) Employees may convert up to one-half (1/2) of their accumulated  
17 compensatory time at the time conversion is requested.  
18
  - 19 c) Payment for the time converted will be made as soon as practicable after the  
20 request is received.  
21
- 22 7. Employees will be paid for all accrued compensatory time at the current hourly  
23 rate upon separation from employment.  
24  
25

## 26 **ARTICLE 22 UNIFORM MAINTENANCE ALLOWANCE**

27  
28 **22.01 New Hire Allowance.** Newly hired employees shall receive an initial issue allowance of  
29 six hundred twenty-five (\$625.00) dollars within thirty (30) days of initial hire.  
30

31 **22.02 Annual Allowance.** The Employer shall pay an annual uniform maintenance allowance  
32 of one thousand three hundred (\$1,300.00) dollars in each contract year paid in 2 installments to  
33 those employees in paid status as of the first day of the respective months. Payment shall be  
34 made one-half in June and one-half in December of each calendar year beginning in 2018.  
35 Newly hired employees shall not be eligible for the semi-annual payment until they have served  
36 at least six months with the Employer. The Employer shall not require receipts from the  
37 employees. The Employer shall continue to provide weapons, leather gear and necessary  
38 equipment as presently provided subject to change in uniforms as provided in this Article.  
39

40 **22.03 Return of Uniforms and Equipment.** When an employee retires, resigns, or is  
41 terminated, all serviceable uniforms and equipment purchased by the Employer must be  
42 surrendered to the Employer.  
43

44 **22.04 Protective Vests.** Any employee may receive a protective vest, providing the employee  
45 wears such vest. In the event the employee fails to wear the vest, he shall reimburse the  
46 Employer for the cost of the vest.  
47

1 **22.05 Change in Uniforms** . In the event that there is a change or addition to the current  
2 uniform, the Employer shall bear the cost of any such change or addition in excess of the one  
3 hundred (\$100.00) dollars applicable to said change or addition.  
4

5 **22.06 Personal Property**. In the event that personal equipment or property are damaged or  
6 destroyed while an employee is on duty, the Employer agrees to repair or replace said item,  
7 unless negligence can be shown on the part of the employee. The Employer may affect a  
8 procedure to effectuate this benefit.  
9

10  
11 **ARTICLE 23** **INSURANCES**

12  
13 **23.01 Insurance Plan**. The Employer shall make available to full-time employees health  
14 insurance benefits under the group benefit plan generally provided to the non-union employees  
15 (those not under other collective bargaining agreements) of the Medina County Commissioners  
16 and on the same terms and conditions on which those benefits are generally provided to those  
17 employees. The Board of County Commissioners, in its sole discretion, may modify such  
18 benefits, the Employer's share of the cost of such benefits, the terms and conditions by which  
19 such benefits are provided, and/or the means by which such benefits are provided, so long as any  
20 such modifications are applicable generally to non-union employees of the Medina County  
21 Commissioners.  
22

23 **23.02 National Health Care Program**. In the event that during the term of this Agreement a  
24 National Health Care Program imposes new or additional payroll taxes/costs on the Employer, or  
25 reduces in whole or in part the deductibility to the Employer of its contribution to the health care  
26 plan, or modifies the coverage which is or may be provided by the Employer, the terms of the  
27 health care plan will be modified to the extent possible and permitted by law to conform with  
28 any such National Health Care Program and to the extent necessary to avoid any new or  
29 additional payroll taxes/costs or loss of deductibility.  
30

31 **23.03 Wellness, Incentive and Other Programs**. The Employer may enter into wellness,  
32 incentive and other cost containment agreements with insurance providers at any time during the  
33 life of this Agreement. The Union and bargaining unit employees agree to participate in any  
34 educational program offered for this purpose, and further agree to comply with any and all  
35 policy/plan requirements of the provider/administrator. In addition to the wellness programs the  
36 Employer may offer other incentive programs or other programs to promote health of employees  
37 and address health insurance costs.  
38

39 **23.04 Preventive Services**. The inclusion of preventative services mandated under State and/or  
40 Federal law pertaining to group health plans will be covered by the plan, at mandated benefit  
41 levels, when using in-network providers. Mandated covered services are determined based upon  
42 a person's age and may include screenings and tests for diseases, vaccines, and immunizations,  
43 well baby and well child visits and periodic physical exams.  
44

45 **23.05 Federal or State Programs**. The insurance benefits provided in this Article shall be  
46 reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting

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

3  
4 **23.06 Employee Contributions.** Employee contributions shall be capped at fifteen (15%)  
5 percent of the plan's actuarially estimated cost each month. Employee contributions may be  
6 increased during the term of this Agreement in the event the County raises the employee  
7 contributions for other non-union employees of the Medina County Commissioners.

8  
9 **23.07 Lower Level Benefit Plan.** There may be a lower level benefit plan if such is offered to  
10 other non-union employees of the Medina County Commissioners.

11  
12 **23.08 Employee Contribution Lower Level Plan.** Employee contributions shall be capped at  
13 fifteen (15%) percent of the lower level plan actuarially estimated cost each month. Employee  
14 contributions may be increased during the term of this Agreement in the event the County raises  
15 the employee contributions for other non-union employees of the Medina County  
16 Commissioners covered by the lower level plan.

17  
18 **23.09 Life Insurance.** The Employer shall provide a group term life insurance policy for each  
19 full-time employee in the amount of thirty thousand (\$30,000.00) dollars.

20  
21 **23.10 Optional Life Insurance.** The Employer will make every effort, but does not guarantee,  
22 to permit any bargaining unit employee who desires to purchase at their cost additional life  
23 insurance through the County Plan.

24  
25 **23.11 Notice of Change of Carriers.** The Employer may change insurance carriers. Union  
26 must be given sixty (60) day advance notice of any change in carriers.

27  
28 **23.12 Spousal Coverage Limitations.** The spouse of any employee who is eligible to  
29 participate or becomes eligible to participate, as a current employee or retiree, in a group health  
30 insurance plan sponsored by his/her employer or retirement plan, must enroll with that Employer  
31 or retirement plan for sponsored group insurance coverage. The spouse's plan will be considered  
32 as primary coverage for the spouse. The spouse may opt to additionally enroll in Medina County  
33 employee health plan, but the County's plan will only provide secondary coverage, and spousal  
34 enrollment will require the employee to contribute to the monthly cost based upon the full  
35 funding rates established on an annual basis by Medina County.

36  
37 This requirement does not apply to any spouse who must pay more than fifty (50%)  
38 percent of the single premium amount to participate in his/her employer or retirement group  
39 health insurance plan.

40  
41 The Employer will distribute a request for written certification verifying the spouse's  
42 eligibility to participate in another group health plan. An employee's spouse will be removed  
43 from the Medina County health plan if documentation is not provided within fourteen (14) days  
44 of distribution.

45  
46 It is the employee's responsibility to immediately notify Medina County of any  
47 subsequent change in a spouse's eligibility to participate in his/her employer or retirement health

1 plan. If a spouse accepts a new job where coverage is available, he/she must immediately enroll  
2 in that plan and the employee must notify Medina County within fourteen (14) days of any  
3 change in their spouse's eligibility.  
4

5  
6 **ARTICLE 24 SENIORITY**  
7

8 **24.01 Bargaining Unit Seniority.** The seniority date for the members of this bargaining unit  
9 shall be the date he or she was hired as a full-time deputy in the Medina County Sheriff's Office.  
10 Seniority will not accrue during periods of layoff. Employees who return to the bargaining unit  
11 from layoff, disability separation, disability retirement, or the result of an arbitration decision  
12 shall have their previous seniority restored at time of reinstatement and then shall accrue  
13 seniority.  
14

15 **24.02 Break in Seniority.** An employee's seniority shall be terminated when one (1) or more  
16 of the following occur:

- 17 a. Resigns;
- 18 b. Is discharged for just cause;
- 19 c. Is laid-off for a period of time exceeding twenty-four (24) months;
- 20 d. Retires;
- 21 e. Fails to report for work for more than three (3) working days without having  
22 given the Employer advance notice of his pending absence, unless he is physically  
23 unable to do so as certified by the appropriate authority;
- 24 f. Becomes unable to perform his job duties due to serious illness or injury and is  
25 unable to return to work upon the expiration of any applicable leave;
- 26 g. Is separated due to a disability or inability to perform the essential functions of  
27 their position;
- 28 h. Refuses recall or fails to report to work within fourteen (14) calendar days from  
29 the date the Employer sends the employee a recall notice by regular and certified  
30 mail, addressed to the employees last known address, unless he is physically  
31 unable to do so as certified by the appropriate authority.  
32  
33

34 **ARTICLE 25 LAY-OFF AND RECALL**  
35

36 **25.01 Layoff.** Where, because of economy, consolidation or abolishment of functions,  
37 curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of  
38 its workforce, such reduction shall be made in accordance with the provisions of this Article.  
39

40 **25.02 Layoff by Seniority/Service.** Employees within effected job titles shall be laid off  
41 according to their relative seniority, i.e. their continuous uninterrupted service as a full-time  
42 employee in the Medina County Sheriff's Office with the least senior being laid off first,  
43 provided that all students, temporary, part-time, seasonal and probationary employees within the  
44 effected job title(s), within the bargaining unit, are laid off first in the above respective order.  
45

1 **25.03 Displacement.** Employees who are laid off from one (1) job title covered by this  
2 Agreement or the Sergeants' Agreement may displace (bump) another employee with lesser  
3 seniority in a lower rated job title within the bargaining unit.

4  
5 **25.04 Successive Displacement.** Employees who are displaced (bumped) by a more senior  
6 employee shall be able to displace (bump) another employee with lesser seniority in a lower  
7 rated job title pursuant to the provision of paragraph 25.03, above.

8  
9 **25.05 Qualified to Displace.** In all cases where one (1) employee is exercising his seniority to  
10 displace (bump) another employee, his right to displace (bump) into another job title is subject to  
11 the conditions that he is qualified for the position (including possessing all state mandated  
12 training or completes such training within the statutory time allowed) and able to perform the  
13 functions and duties of the position to which he is attempting to displace (bump) into.

14  
15 **25.06 Laid off Employee.** At the end of the displacing (bumping) process, the employee who  
16 is displaced (bumped) and unable to displace another employee pursuant to the above provisions,  
17 shall be laid off.

18  
19 **25.07 Recall.** Recalls shall be in the inverse order of lay-off and a laid off employee shall  
20 retain his right to recall for two (2) years from the date of his lay-off.

21  
22 **25.08 Notice of Recall.** Notice of recall shall be sent to the employee's address listed on the  
23 Employer's records and shall be sent by certified mail. An employee who refuses recall or does  
24 not report to work within fourteen (14) calendar days from the date the Employer mails the recall  
25 notice, shall be considered to have resigned his position and forfeits all rights to employment  
26 with the Employer.

27  
28 **25.09 Notice of Layoff.** Employee(s) scheduled for lay-off shall be given a minimum of fifteen  
29 (15) calendar days advance notice of lay-off.

30  
31  
32 **ARTICLE 26 DRUG TESTING AND PHYSICALS**

33  
34 **26.01 Annual Physical.** The Employer may require an annual physical exam and may  
35 implement a random drug testing procedure of employees. Such testing shall be at the sole  
36 discretion of the Employer, with all physical exam and drug testing costs paid by the Employer.  
37 Employees required to be tested or examined on off-duty time, shall be compensated for such  
38 time.

39  
40 **26.02 Meeting with Union.** Prior to the commencement of such testing, the Employer will  
41 meet with the Union to discuss, not negotiate, the procedures under which the testing will be  
42 administered.

1 **ARTICLE 27** **VACANCIES AND PROMOTIONS**

2  
3 **27.01 Scope of Article.** Only promotions to Sergeant shall be subject to this Article.

4  
5 **27.02 Promotions.** Vacancies in positions above the lowest rank shall be filled insofar as  
6 practicable, by promotions. However, the Sheriff may hire a qualified new employee from  
7 outside the bargaining unit to such positions. No employee shall be eligible to take the written  
8 examination without at least three (3) years employment in the division in which the position is  
9 to be filled (patrol or jail) immediately preceding the date of the exam or in a similar position  
10 with another employer. No employee will be eligible to take such exam unless the employee is  
11 OPOTA certified.

12  
13 **27.03 Testing for positions.** All promotional job vacancies, except those in the Detective  
14 Bureau, shall be filled according to merit and fitness ascertained through an objective, written,  
15 open-competitive examination, and other selection criteria (seniority, assessment center, oral  
16 interviews, etc.) established by the Sheriff. The score attained on the written examination shall  
17 account for not greater than fifty (50%) percent of the total cumulative score from which the  
18 appointee shall be selected.

19  
20 **27.04 Selection by Employer.** The appointee shall be selected from the top five (5) cumulative  
21 passing scores, which names shall be posted and for more than one (1) vacancy from groups of  
22 five (5) passing scores thereafter. Once a person has been passed over twice for the vacancy, his  
23 name shall be removed from the eligibility list.

24  
25 **27.05 Promotional Probationary Period.** An employee who is promoted shall be required to  
26 satisfactorily complete the applicable probationary period. He will be considered to have  
27 qualified on the new job when he satisfactorily performs the required duties with no more  
28 supervision than is required of other employees on the same or similar jobs and when his record  
29 as to quality and quantity of work meets the standards applicable to the job. If, during the  
30 probationary period or at the end of the probationary period, it is determined, at the Employer's  
31 sole discretion, that the employee cannot satisfactorily perform the new job, he may be returned  
32 to his previously held position. Such reversion to an employee's prior position, during the  
33 probationary period, shall not be appealable to any grievance/arbitration procedure, civil service  
34 procedure, or any other forum, legal or administrative.

35  
36 **27.06 Completion of Probationary Period, Eligibility.** No employee shall be eligible for  
37 promotion under these provisions who has not satisfactorily completed the required probationary  
38 period for his existing position and other minimum criteria as determined by the Employer.

39  
40 **27.07 Promotional Eligibility Lists.** Promotional eligibility lists shall remain in effect for one  
41 (1) year from the date the list is certified or the list is exhausted, whichever occurs first.

42  
43  
44 **ARTICLE 28** **LONGEVITY**

45  
46 **28.01 Longevity.** Employees shall receive longevity payments commencing upon the  
47 completion of five (5) years of full-time continuous employment with the Employer. Such

1 amount shall be increased every five (5) years through twenty-five (25) years of employment  
2 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

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10  
11 **28.02 Annual Payment of Longevity.** The above listed longevity payments shall be paid on  
12 the employee's anniversary date. In order to be eligible for any of such payments, the employee  
13 must have completed the necessary minimum length of service for the appropriate amount prior  
14 to his anniversary date for such payment. Longevity payments shall be prorated on termination,  
15 resignation or retirement.

16  
17 **28.03 Adjustments to Longevity.** If, because of leave without pay, employment separation or  
18 break in continuous service, an employee does not work a full year, the amount payable shall be  
19 prorated to correspond to the actual length of service during the prior calendar year.

20  
21 **28.04 Eligibility for Longevity.** Employees hired after January 1, 2013 will not earn or be  
22 paid longevity.

23  
24  
25 **ARTICLE 29 EDUCATION PREMIUM, TRAINING, MEALS, AND EXPENSES**

26  
27 **29.01 Education Premium.** Any employee with an Associate's or Bachelor's Degree in Law  
28 Enforcement, Criminology or related field, as determined by the Employer, shall receive an  
29 additional forty (\$.40) cents or eighty (\$.80) cents per hour, respectively.

30  
31 **29.02 Required Training.** If the Sheriff orders an employee to obtain certification or training  
32 as a condition of employment, the Sheriff will pay for the training or certification and, in most  
33 circumstances, allow the employees to obtain the training or certification on work time. The  
34 Employer shall only pay for the employee's first attempt to successful training or certification. If  
35 the employee does not receive satisfactory approval as having met the standards necessary for  
36 the training or certification, the employee pays for any subsequent attempts to meet acceptable  
37 standards and shall conduct his attempts to meet standards on his own time.

38  
39 **29.03 Meals and Expenses.** The Employer shall reimburse employees for meals in accordance  
40 with County policy. Reimbursement for expenses incurred while driving personal vehicles shall  
41 be made in accordance with County policy.

42  
43 **29.04 Service Weapon.** Upon his/her retirement, any employee covered by this Agreement  
44 may purchase his or her service weapon from the Employer for a cost of twenty-five dollars  
45 (\$25.00), provided the employee retires on a full-service pension or through a disability pension  
46 governed by the rules of the Public Employees Retirement System (LE). However, the employee





1    Wage Scale with Deputy/Detective Differential

2

	<u>Annual</u>	<u>Hourly</u>
Step 1 (Start)	\$58,566.04	\$28.16
Step 2 (6 months)	\$61,100.99	\$29.38
Step 3 (after 1 year)	\$62,958.49	\$30.27
Step 4 (after 2 years)	\$65,952.35	\$31.71
Step 5 (after 3 years)	\$69,099.19	\$33.22

3

4    **30.03 Rates of Pay.** Effective the first full pay period of 2022, all employees shall receive a  
 5    2.5% increase in wages in accordance with the following pay schedule:

6

7    Wage Scale

8

	<u>Annual</u>	<u>Hourly</u>
Step 1 (Start)	\$59,537.41	\$28.62
Step 2 (6 months)	\$62,135.73	\$29.87
Step 3 (after 1 year)	\$64,062.07	\$30.80
Step 4 (after 2 years)	\$67,130.78	\$32.27
Step 5 (after 3 years)	\$70,356.28	\$33.83

9

10    Wage Scale with Deputy/Detective Differential

11

	<u>Annual</u>	<u>Hourly</u>
Step 1 (Start)	\$60,030.19	\$28.86
Step 2 (6 months)	\$62,628.51	\$30.11
Step 3 (after 1 year)	\$64,532.46	\$31.03
Step 4 (after 2 years)	\$67,601.16	\$32.50
Step 5 (after 3 years)	\$70,826.67	\$34.05

12

13    **30.04 Assignments.** Assignments to any position shall not be deemed a promotion or  
 14    demotion, and any employee may be assigned or reassigned to any of these duties at the Sheriff's  
 15    discretion. Such assignments or reassignments are not grievable or disciplinary.

16

17    **30.05 Initial Rate of Pay.** All newly hired Deputies shall be initially hired at Step 1. The  
 18    Employer reserves the right to start a newly hired employee at a greater step, based on previous  
 19    work experience.

20

21    **30.06 Officer-In-Charge.** Any Deputy who is designated as the officer in charge of the road  
 22    division or the jail division and acts in the capacity of Sergeant shall be compensated at one step  
 23    below the corresponding Sergeant's rate of pay.

24

25    **30.07 Detective On-Call Stipend.** Any employee assigned to the position of Detective shall  
 26    receive a "detective differential" in the amount of one hundred (\$100.00) dollars per month.

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**30.08 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.

**30.09 Field Training Officer Pay Supplement.** The Sheriff shall provide two hundred (\$200.00) dollars Field Training Officer (FTO) pay for a maximum of six (6) Field Training Officer appointments. The Sheriff shall determine all FTO appointments. FTO appointments are not grievable. Detectives who are assigned stand-by shall receive four (4) hours straight-time pay for each week so assigned.

**30.10 Transport Division On-call Stipend.** Employees working in the Transport Division that are assigned to be in on-call status during off duty hours, shall be paid three (3) hours overtime for every week assigned to on-call duty.

**ARTICLE 31 LEFT BLANK INTENTIONALLY**

**ARTICLE 32 HEADINGS**

**32.01 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 33 GENDER AND PLURAL**

**33.01 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 34 OBLIGATION TO NEGOTIATE**

**34.01 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.

**34.02 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

1 obligated to negotiate collectively with respect to any subject or matter referred to, or covered in  
2 this Agreement, or with respect to any subject or matter not specifically referred to or covered in  
3 this Agreement, even though such subjects or matters may not have been within the knowledge  
4 or contemplation of either or both of the parties at the time they negotiated and signed this  
5 Agreement.  
6

7  
8 **ARTICLE 35 TOTAL AGREEMENT**

9  
10 **35.01 Total Agreement.** This Agreement represents the entire agreement between the  
11 Employer and the Union and unless specifically and expressly set forth in the express written  
12 provisions of this Agreement, all rules, regulations, benefits and practices previously and  
13 presently in effect may be modified or discontinued at the sole discretion of the Employer. The  
14 wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio  
15 laws, including specifications under or related to those laws.  
16

17  
18 **ARTICLE 36 CONFORMITY TO LAW**

19  
20 **36.01 Conformance to Law.** This Agreement shall be subject to and subordinated to any  
21 applicable present and future Federal and State Laws, and the invalidity of any provision(s) of  
22 this Agreement by reason of any such existing or future law shall not affect the validity of the  
23 surviving provisions.  
24

25 **36.02 Severance of Provisions, Survival of Agreement.** If the enactment of legislation, or a  
26 determination by a court of final and competent jurisdiction (whether in a proceeding between  
27 the parties or in one not between the parties but controlling by reason of the facts) renders any  
28 portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect  
29 the validity of the surviving provisions of this Agreement, which shall remain in full force and  
30 effect as if such invalid provision(s) thereof had not been included herein.  
31

32  
33 **ARTICLE 37 RESIDENCY**

34  
35 **37.01 Residency Requirement.** As a condition of continued employment, all employees must  
36 reside within twenty (20) miles of the Medina City limits irrespective of County lines.  
37

38  
39 **ARTICLE 38 DURATION**

40  
41 **38.01** This Agreement shall become effective at 12:01 A.M. the first full pay period following  
42 ratification by each of the parties and shall continue in full force and effect, along with any  
43 amendments made and annexed hereto, until midnight, December 31, 2022. This Agreement  
44 supersedes any previously entered collective bargaining agreements.  
45

1 **ARTICLE 39** **DISCIPLINE**

2  
3 **39.01 Discipline Process for Employees.** This procedure shall apply to all non-probationary  
4 employees covered by this Agreement. Employees in their probationary period shall have no  
5 right to appeal any discipline (see also Article 8). The suggested notices for discipline, appeal  
6 and a list of employee rights is attached at Appendix A.  
7

8 **39.02 Employee Rights in Discipline Procedure.** All employees shall have the following  
9 rights in the disciplinary procedure:  
10

11 A. An employee shall be entitled to representation by a Union representative at each  
12 step of the disciplinary procedure.  
13

14 B. An employee shall not be coerced, intimidated, or suffer any reprisals either  
15 directly or indirectly that may adversely affect his hours, wages, or working  
16 conditions as the result of the exercise of his rights under this procedure.  
17

18 **39.03 Employee Resignation.** An employee may resign following the service of a Notice of  
19 Discipline. Any such resignation will be processed in accordance with the Employer's Rules and  
20 Regulations and the employee's employment shall be terminated.  
21

22 **39.04 Discipline for Just Cause.** Discipline shall be imposed only for just cause. The specific  
23 acts for which discipline is being imposed and the penalty proposed shall be specified in the  
24 Notice of Discipline. The Notice of Discipline served on the employee shall contain a  
25 reference to dates, times and places, if possible.  
26

27 **39.05. Investigations and Investigatory Interviews.** In any investigatory interview between a  
28 bargaining unit employee and a member of the administration where it is reasonably expected  
29 that discipline of the employee being interviewed may result, the affected employee may request  
30 that a union representative be present. The employee shall be informed of the subject of the  
31 investigation before the interview. During an investigation the employee may be placed on  
32 administrative leave with pay.  
33

34 **39.06. Notice of Charges, Predisciplinary Conference.** Whenever the Employer determines  
35 that an employee may be reduced in pay, suspended with or without pay, demoted with reduction  
36 in pay, or terminated for disciplinary reasons, the Employer shall schedule a pre-disciplinary  
37 conference and notify the employee in writing of the charges that may form the basis for the  
38 disciplinary action together with written notification of the date, time, and place of the hearing.  
39 The employee may choose to:  
40

- 41 A. Appear at the pre-disciplinary conference to present an oral or written statement;
- 42 B. Appear at the pre-disciplinary conference and have a Union representative and/or  
43 an OPBA attorney present an oral or written statement; or
- 44 C. Elect in writing to waive the opportunity to have a pre-disciplinary conference.  
45

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

1 At the pre-disciplinary conference, the employee and/or representatives shall have an opportunity  
2 to offer an explanation either orally or in writing to the charges prior to discipline being imposed,  
3 regarding the alleged misconduct. The employee may be accompanied by an OPBA  
4 representative during such response, if desired. Untruthfulness by the employee in the  
5 predisciplinary conference may result in additional disciplinary action. Upon the conclusion of  
6 the predisciplinary conference, a written report will be prepared by the person who conducted the  
7 predisciplinary conference concluding whether or not the alleged misconduct occurred.  
8

9 **39.07. Leave Without Pay Pending Criminal Charges.** Any employee charged with or under  
10 indictment for a felony or an offense of violence, who is not disciplined or discharged by the  
11 Employer, may be placed on a leave of absence without pay until resolution of the court  
12 proceedings. An employee may use accrued but unused vacation leave or any other paid leave  
13 except sick leave during such leave. An employee found guilty by the trial court, and if appealed  
14 the appeal is denied, of a felony shall be summarily discharged and will have no right to grieve  
15 or appeal the discharge.  
16

17 **39.08 Notice and Service of Discipline.** The Employer shall issue a written Notice of  
18 Discipline. The Notice of Discipline shall be made in writing and served on the employee  
19 personally or by registered or certified mail, return receipt requested.  
20

21 **39.09 Employee Response/Appeal of Discipline.** Upon receipt of the Notice of Discipline, the  
22 employee may choose to accept the proposed discipline or appeal by filing a written grievance  
23 with the Sheriff, at Step 3 of the Grievance Procedure. The grievance must be filed within five  
24 (5) days (as defined in the Grievance Procedure) from receipt of the Notice of Discipline.  
25

26 **39.10 Waiver of Appeal.** A failure to submit an appeal within the above time limit shall be  
27 construed as an agreement to the disciplinary action by the effected employee and Union. All  
28 subsequent appeal rights shall be deemed waived.  
29

30 **39.11 Resolution by the Parties.** A disciplinary matter may be settled at any time. The terms  
31 of the settlement shall be agreed to in writing. An employee executing a settlement shall be  
32 notified of the right to have a Union representative or to decline any such representation. A  
33 settlement entered into by an employee shall be final and binding on all parties. The Union shall  
34 be notified of all settlements.  
35

36 **39.12 Implementation of Discipline.** Discipline may be imposed concurrent with or  
37 subsequent to the decision at Step 3 of the Grievance Procedure.  
38

39 **39.13 Exclusive Process for Appeal of Discipline.** The Union on behalf of all the employees  
40 covered by this Agreement and its own behalf, hereby waives any and all rights previously  
41 possessed by such employees to appeal any form of disciplinary action (e.g., suspensions,  
42 demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.  
43  
44

1 **ARTICLE 40** **GRIEVANCE PROCEDURE**

2  
3 **40.01 Employee Right to Present Grievances.** Every employee shall have the right to present  
4 his grievance in accordance with the procedures provided herein, free from any interference,  
5 coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be  
6 represented by a person of his own choosing at all stages of the Grievance Procedure. It is the  
7 intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible,  
8 at the lowest step of this procedure.

9  
10 **40.02 Definitions.** For the purposes of this procedure, the below listed terms are defined as  
11 follows:

- 12  
13 a) Grievance - A “grievance” shall be defined as a dispute or controversy arising  
14 from the misapplication or misinterpretation of the specific and express written  
15 provisions of this Agreement.
- 16  
17 b) Aggrieved Party - the “aggrieved party” shall be defined as only an employee or  
18 group of employees within the bargaining unit actually or the Union filing a  
19 grievance.
- 20  
21 c) Party in Interest - A “party in interest” shall be defined as any employee of the  
22 Employer named in the grievance who is not the aggrieved party.
- 23  
24 d) Days - A “day” as used in this procedure shall mean calendar days, excluding  
25 Saturdays, Sundays and the holidays as provided in this Agreement.

26  
27 **40.03 Grievance Procedure.** The following procedures shall apply to the administration of all  
28 grievances filed under this Grievance Procedure.

- 29  
30 a) Except at Step 1, all grievances shall include the name and position of the  
31 aggrieved party; the identity of the provisions of this Agreement involved in the  
32 grievance; the time and place where the alleged events or conditions constituting  
33 the grievance took place; the identity of the party responsible for causing the  
34 grievance, if known to the aggrieved party; and a general statement of the nature  
35 of the grievance and the redress sought by the aggrieved party.
- 36  
37 b) Except at Step 1, all decisions shall be rendered in writing at each step of the  
38 Grievance Procedure. Each decision shall be transmitted to the aggrieved party  
39 and his representative, if any.
- 40  
41 c) If a grievance affects a group of employees working in different work locations,  
42 with different principals, or associated with an employer-wide controversy, it may  
43 be submitted at Step 3.
- 44  
45 d) The preparation and processing of grievances may be conducted during working  
46 hours with the advance approval of the OIC, whose approval shall not be  
47 unreasonably withheld.

- 1
- 2 e) Nothing contained herein shall be construed as limiting the right of any employee
- 3 having a grievance to discuss the matter informally with any appropriate member
- 4 of the administration and having said matter informally adjusted without the
- 5 intervention of the Union, provided that the adjustment is not inconsistent with
- 6 the terms of this Agreement. In the event that any grievance is adjusted without
- 7 formal determination, pursuant to this procedure, while such adjustment shall be
- 8 binding upon the aggrieved party and shall, in all respects, be final, said
- 9 adjustment shall not create a precedent or ruling upon the Employer in future
- 10 proceedings.
- 11
- 12 f) The aggrieved party may have a Union representative represent him at any step of
- 13 the Grievance Procedure.
- 14
- 15 g) The existence of this Grievance Procedure, hereby established, shall be the sole
- 16 and exclusive method for resolving disputes and disagreements that may arise
- 17 pursuant to the terms of this Agreement.
- 18
- 19 h) The time limits provided herein will be strictly adhered to and any grievance not
- 20 filed initially or appealed within the specified time limits shall be deemed waived
- 21 and void. If the Employer fails to reply within the specified time limit, the
- 22 grievance shall automatically move to the next step by default. The time limits
- 23 specified for either party may be extended only by written mutual agreement.
- 24
- 25 i) This procedure shall not be used for the purpose of adding to, subtracting from, or
- 26 altering in any way, any of the provisions of this Agreement.
- 27

28 **40.04 Grievance Steps.** All grievances shall be administered in accordance with the following

29 steps of the Grievance Procedure.

30

31 **Step 1 Immediate Supervisor:** An employee who believes he may have a grievance shall

32 notify his immediate supervisor (Sergeant and/or Lieutenant) of the possible grievance within

33 five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will

34 schedule an informal meeting with the employee within five (5) days of the date of the notice by

35 the employee. The supervisor and the employee will discuss the issues in dispute with the

36 objective of resolving the matter informally. If the grievance cannot be resolved informally, the

37 supervisor shall notify the employee in writing.

38

39 **Step 2 Division Commander:** If the dispute is not resolved informally at Step 1, it shall be

40 reduced to writing by the aggrieved party and presented as a grievance to the Division Chief

41 within five (5) days after receipt of the supervisor's written denial at Step 1. The Division Chief

42 may schedule a meeting with the aggrieved party and his Union representative, if requested. The

43 Division Chief shall render his decision in writing within five (5) days of the receipt of the

44 appeal.

45

46 **Step 3 Sheriff:** If the aggrieved party is not satisfied with the written decision at the conclusion

47 of Step 2, a written appeal of the decision may be filed with the Sheriff within five (5) days from

1 the date of the rendering of the decision at Step 2. Copies of the written decisions shall be  
2 submitted with the appeal. The Sheriff or his designee shall convene a hearing within ten (10)  
3 days of the receipt of the appeal. The hearing will be held with the aggrieved party, his Union  
4 representative and any other party necessary to provide the required information for the  
5 rendering of a proper decision. The Sheriff or his designee shall issue a written decision to the  
6 employee's Union representative with a copy to the employee, if the employee requests one,  
7 within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the  
8 decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein  
9 contained.

10  
11  
12 **ARTICLE 41** **ARBITRATION PROCEDURE**

13  
14 **41.01 Arbitration.** In the event a grievance is unresolved after being processed through all of  
15 the steps of the Grievance Procedure, unless mutually waived or having passed through the  
16 various steps by timely default of the Employer, then within twenty-one (21) calendar days after  
17 the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union  
18 may submit the grievance to arbitration. Within this twenty-one (21) calendar day period the  
19 parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent  
20 panel created by this procedure. If such agreement is not reached, then the panel members'  
21 names will be stricken alternatively until one (1) name remains who shall be designated the  
22 arbitrator to hear the grievance in question.

23  
24 **41.02 Limits of Authority of Arbitrator.** The arbitrator shall have no power or authority to  
25 add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any  
26 award requiring the commission of any act prohibited by law or make any award that itself is  
27 contrary to law or violates any of the terms and conditions of this Agreement.

28  
29 **41.03 Single Issue.** The arbitrator shall not decide more than one (1) grievance on the same  
30 hearing day(s), except by mutual written agreement of the parties.

31  
32 **41.04 Rules for Hearings.** The hearing or hearings shall be conducted pursuant to the "Rules  
33 of Voluntary Arbitration" of the American Arbitration Association.

34  
35 **41.05 Fees & Expenses.** The fees and expenses of the arbitrator and the cost of the hearing  
36 room, if any, will be borne by the party losing the grievance. All other expenses shall be borne  
37 by the party incurring them. Neither party shall be responsible for any of the expenses incurred  
38 by the other party. In the event of a split award the arbitrator's fees shall be split between the  
39 parties.

40  
41 **41.06 Decision Within 30 Days.** The arbitrator's decision and award shall be in writing and  
42 delivered within thirty (30) calendar days from the date the record is closed. The decision of the  
43 arbitrator shall be final and binding upon the parties.

44  
45 **41.07 Permanent Panel.** There is hereby created a permanent panel of arbitrators to be used  
46 for the selection of an arbitration pursuant to this Arbitration Procedure. The Arbitrator will be  
47 chosen by the strike method. Those individuals placed on this panel shall be: 1); Daniel Zeiser,



1 2) Jeff Belkin; 3) Gregory Szuter; 4) Tom Nowell; 5) Gregory VanPelt; 6) James Mancini; and  
2 7) Nels Nelson.

3  
4  
5 **ARTICLE 42** **FAMILY AND MEDICAL LEAVE ACT**

6  
7 **42.01 FMLA Leave.** Eligible -employees shall be entitled to an FMLA leave of up to twelve  
8 (12) weeks in any twelve (12) month period. All paid leave credits (sick leave, vacation leave,  
9 holidays, etc.) shall be utilized before any unpaid FMLA leave, i.e. concurrent use of paid leaves  
10 with FMLA. FMLA shall be administered according to the County policy.

11  
12 **42.02 Use of Paid Leave.** The Employer agrees to comply with the provisions of the Family  
13 and Medical Leave Act. Sick leave, vacation time or any other form of leave used for any  
14 proposes for which an employee could have been eligible to use unpaid time under the Family  
15 and Medical Leave Act shall be deducted against the employee's twelve (12) weeks of FMLA  
16 leave.

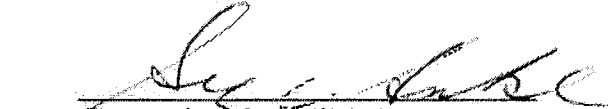
**ARTICLE 43**

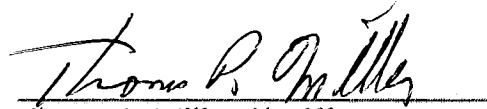
**EXECUTION**


43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 28 day of FEBRUARY, 2020.

FOR THE UNION:

FOR THE EMPLOYER:

  
George Gerken, OPBA Attorney

  
Thomas P. Miller, Sheriff

  
Detective John Girard

  
Ken Baca, Chief Deputy

\_\_\_\_\_

Jonathan Downes, Labor Counsel

\_\_\_\_\_

**APPENDIX A**

**NOTICE OF ORDER OF DISCIPLINE**

TO:

FROM:

DATE:

SUBJECT: Order of Discipline

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

You have certain rights regarding the appeal of the above Order of Discipline . 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 seven (7) calendar days 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 an 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 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 seven (7) calendar days of receipt of the 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 seven (7) calendar days of receipt of the notice or order of discipline at step 3 of the grievance procedure, the Sheriff.
3. If you file a grievance with objections, 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 fifteen (15) working days after receipt of the Sheriff's decision in which to appeal the decision pursuant to Arbitration.
6. The cost of the arbitrator will be paid by the losing party.