

03/06/2020

1581-01

19-MED-09-0884

38994



AN AGREEMENT

between

THE MEDINA COUNTY SHERIFF'S OFFICE

and

**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

SERGEANTS

SERB Case Number 2019-MED-09-0884

EFFECTIVE: Date of Ratification

EXPIRES: December 31, 2022

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
ARTICLE 1	PREAMBLE.....	4
ARTICLE 2	PURPOSE AND INTENT	4
ARTICLE 3	RECOGNITION.....	4
ARTICLE 4	MANAGEMENT RIGHTS.....	4
ARTICLE 5	NO-STRIKE.....	5
ARTICLE 6	NON-DISCRIMINATION.....	6
ARTICLE 7	DUES DEDUCTIONS	6
ARTICLE 8	PROBATIONARY PERIOD	7
ARTICLE 9	EMPLOYEE RIGHTS	7
ARTICLE 10	ASSOCIATION REPRESENTATION	9
ARTICLE 11	LABOR/MANAGEMENT COMMITTEE.....	9
ARTICLE 12	SICK LEAVE.....	10
ARTICLE 13	SICK LEAVE DONATION.....	12
ARTICLE 14	VACATIONS	13
ARTICLE 15	HOLIDAYS.....	13
ARTICLE 16	JURY DUTY LEAVE.....	14
ARTICLE 17	FUNERAL LEAVE	14
ARTICLE 18	INJURY LEAVE, FITNESS FOR DUTY, DISABILITY SEPARATION	15
ARTICLE 19	OVERTIME AND COURT TIME	15
ARTICLE 20	HOURS OF WORK	16
ARTICLE 21	COMPENSATORY TIME.....	16
ARTICLE 22	UNIFORM MAINTENANCE ALLOWANCE.....	17
ARTICLE 23	INSURANCES	18
ARTICLE 24	SENIORITY	20
ARTICLE 25	LAY-OFF AND RECALL.....	21
ARTICLE 26	DRUG TESTING AND PHYSICALS.....	21
ARTICLE 27	VACANCIES AND PROMOTIONS	22
ARTICLE 28	LONGEVITY	23
ARTICLE 29	EDUCATION PREMIUM, TRAINING, MEALS AND EXPENSES...	23
ARTICLE 30	RATES OF PAY	24
ARTICLE 31	HEADINGS.....	25
ARTICLE 32	GENDER AND PLURAL.....	25
ARTICLE 33	OBLIGATION TO NEGOTIATE	25

ARTICLE 34 TOTAL AGREEMENT26
ARTICLE 35 CONFORMITY TO LAW26
ARTICLE 36 RESIDENCY.....26
ARTICLE 37 DURATION26
ARTICLE 38 DISCIPLINE27
ARTICLE 39 GRIEVANCE PROCEDURE29
ARTICLE 40 ARBITRATION PROCEDURE31
ARTICLE 41 FAMILY AND MEDICAL LEAVE ACT32
ARTICLE 42 EXECUTION33
RIGHTS36

1 **ARTICLE 1 PREAMBLE**

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

5
6 **1.02 Days and Day.** Unless otherwise specified the term "days" shall mean calendar
7 days and "day" shall mean an 8 hour day.
8
9

10 **ARTICLE 2 PURPOSE AND INTENT**

11 **2.01 Cooperative Relationship.** In an effort to continue harmonious and cooperative
12 relationships with its employees and to insure the orderly and uninterrupted efficient operations
13 of government, the Employer now desires to enter into an agreement reached through collective
14 bargaining which will have for its purposes, among others, the following: 1) To recognize the
15 legitimate interests of the employees of the Employer to participate through collective bargaining
16 in the determination of the terms and conditions of their employment; 2) To promote fair and
17 reasonable working conditions; 3) To promote individual efficiency and service to the citizens
18 of the County of Medina, Ohio; 4) To avoid interruption or interference with the efficient
19 operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of
20 mutual interest by means of amicable discussion.
21
22

23 **ARTICLE 3 RECOGNITION**

24 **3.01 Union Recognition, Bargaining Unit.** The Employer hereby recognizes the Union as
25 the sole and exclusive bargaining agent with respect to wages, hours and other terms and
26 conditions of employment, as provided by the State Employment Relations Act, for all full-time
27 employees employed in the Sheriff's Office occupying the position of Sergeant, excluding
28 Corrections Officer Sergeants, all part-time, seasonal and temporary employees. All other
29 employees of the Employer are excluded from the bargaining unit. Said recognition shall
30 continue for a term as provided by law.
31

32 **3.02 List of Employees.** The Employer will furnish the Union with a list of all employees in
33 the classifications covered by this Agreement indicating their starting date of employment. Such
34 list will be furnished no less than annually and will be supplemented by the names of all new
35 employees as hired.
36

37 **ARTICLE 4 MANAGEMENT RIGHTS**

38 **4.01 Management Rights.** Not by way of limitation of the following paragraph, but to only
39 indicate the type of matters or rights which belong to and are inherent to the Employer, the
40 Employer retains the right to:
41

- 42 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 its
- 4 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, processes
- 16 or work with or to any other municipality or entity or effect or change in any respect
- 17 the legal status, management or responsibility of such property, facilities, processes of
- 18 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 **5.01 Union Affirmation.** The Union does hereby affirm and agree that it will not either
30 directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any
31 employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout,
32 work stoppage, or other concerted interference with or the withholding of services from the
33 Employer.
34

35 **5.02 Union Cooperation.** In addition, the Union shall cooperate at all times with the
36 Employer in the continuation of its operations and services and shall actively discourage and
37 attempt to prevent any violation of this article. If any violation of this article occurs, the Union
38 shall actively discourage and attempt to prevent any violation of this article. If any violation of
39 this article occurs, the Union shall immediately notify all employees that the strike, slowdown,
40 work stoppage, or other concerted interference with or the withholding of services from the
41 Employer is prohibited, not sanctioned by the Union and order all employees to return to work
42 immediately.
43

44 **5.03 Public Welfare.** It is recognized by the parties that the Employer is responsible for and
45 engaged in activities which are the basis of health and welfare of its citizens and that any
46 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
7 grounds for immediate discharge or other disciplinary action.
8

9 **ARTICLE 6 NON-DISCRIMINATION**

10 **6.01 Nondiscrimination.** The Employer and the Union agree not to discriminate against any
11 employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.
12

13 **6.02 Union Membership.** The Union expressly agrees that membership in the Union is at the
14 option of the employee and that it will not discriminate with respect to representation between
15 members and nonmembers.
16

17
18 **ARTICLE 7 DUES DEDUCTIONS**

19 **7.01 Authorization.** During the term of this Agreement, the Employer shall deduct initiation
20 fees levied by the Union and the regular monthly Union dues from the wages of those employees
21 who have voluntarily signed dues deduction authorization forms permitting said deductions.
22

23 **7.02 Union Certification of Dues.** The initiation fees or dues so deducted shall be in the
24 amounts established by the Union from time to time in accordance with its Constitution and
25 Bylaws. The Union shall certify to the Employer the amounts due and owing from the
26 employees involved.
27

28 **7.03 Monthly Deduction.** The Employer shall deduct dues or initiation fees from the second
29 pay in each calendar month. If an employee has no pay due on that pay date such amounts shall
30 be deducted from the next or subsequent pay.
31

32 **7.04 Remitted to Union.** A check in the amount of the total dues withheld from those
33 employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within
34 thirty (30) days from the date of making said deductions.
35

36 **7.05 Employer Held Harmless.** The Union hereby agrees to hold the Employer harmless
37 from any and all liabilities or damages which may arise from the performance of its obligations
38 under this Article and the Union shall indemnify the Employer for any such liabilities or
39 damages that may arise.
40
41

1 **ARTICLE 8** **PROBATIONARY PERIOD**

2 **8.01 Promotional Probationary Period.** All newly promoted employees will be required to
3 serve a promotional probationary period of one (1) year. During such period, the Employer shall
4 have the sole discretion to demote such employee(s) to a position in his former
5 classification/rank and any such demotion shall not be appealable through any grievance or
6 appeal procedure contained herein to the State Personnel Board of Review or to any Civil
7 Service Commission.

8
9 **8.02 Rehired Employees.** If any employee is discharged or quits while on probation, or
10 resigns and is later rehired, he shall be considered a new employee and shall be subject to the
11 provisions of paragraph 8.01, above. The Sheriff, at his discretion, may credit prior probationary
12 period time for employees to be rehired who resigned in good standing.

13
14 **8.03 Extension of Probationary Periods.** Probationary periods shall be extended by the
15 length of any absences due to illness or injury, exceeding five (5) work days, excluding vacations
16 and holidays.

17
18
19 **ARTICLE 9** **EMPLOYEE RIGHTS**

20 **9.01 Interrogations and Interviews of Employees.** Whenever an employee is subject to
21 interrogation by the Sheriff's Office for any reason that could lead to disciplinary action being
22 taken against him, such interrogation shall be conducted under the following conditions:

23
24 a. The interrogation shall be conducted at a reasonable hour, preferably at a time
25 when the employee is on duty, unless the seriousness of the investigation is of
26 such a degree that immediate action is required.

27
28 b. The employee will be informed of the subject matter when notified of an
29 interrogation and/or upon relief from duty, unless, in the Department's opinion,
30 such information would compromise the investigation, and the employee shall be
31 so informed.

32
33 At the time of interview, the employee under investigation must be informed of
34 the subject matter of the interrogation prior to giving a statement to the
35 investigator.

36
37 c. The employee under investigation must be informed of the person or persons who
38 will be conducting the questioning.

39
40 d. The length of questioning periods must be reasonable, with rest periods being
41 called periodically for personal necessities, meals, and telephone calls.

42
43 e. The employee may, at his discretion, have a Union representative present during
44 any interrogation and shall be granted reasonable periods of private consultation
45 with that Union representative. Where such representative is not immediately

1 available, the interrogation shall not be postponed for more than 24 hours. The
2 representative may not advise the employee on how to answer questions.
3 Employees will be required to answer truthfully all questions asked of them.
4

5 f. The findings of the Internal Investigations shall be labeled “sustained” (guilty as
6 charged), or “not sustained” (not guilty), “unfounded” (without merit), or
7 “exonerated” (act was legal). The employee shall be advised of the finding as
8 soon as possible. Only findings of a “sustained” internal investigation will be
9 placed in an employee’s personnel file. Investigations found other than as
10 “sustained” will be kept by the Employer in a file separate from the employee’s
11 personnel file.
12

13 g. An “interrogation” under this Article means the employee is being asked specific
14 questions about his conduct after the Department has conducted a preliminary
15 fact-finding investigation and has determined that reasonable grounds may exist
16 for disciplinary action against an employee.
17

18 **9.02 Instructions to Employees in Investigations.** Before an employee may be charged
19 with any violation of the Rules and Regulations for a refusal to answer questions or participate in
20 an investigation, he shall be advised that his refusal to answer such questions or participate in an
21 investigation may be the basis for such a charge.
22

23 **9.03 Opportunity to Review Documents, etc.** A disciplined employee shall have the
24 opportunity to review all pertinent written documents, including citizen complaints and internal
25 investigation reports, upon which the discipline is based prior to the 3rd Step grievance hearing.
26

27 **9.04 Review of Personnel File.** An employee may review his personnel file, except
28 confidential information (e.g., pre-employment reports, medical reports labeled confidential,
29 etc.). An employee may add memoranda to the file clarifying any documents contained in the
30 file and may have a representative of the Union present when reviewing his file. The Employer
31 may also have a representative present. A request for copies of items included in the file shall be
32 honored.
33

34 **9.05 Civilian Complaints.** Civilian complaints that are not in writing, resulting in
35 disciplinary action against employees, shall be put in writing and attested to by a responsible
36 Sheriff’s Office Official. If the civilian complaint is investigated and placed in the employee’s
37 personnel file, it shall be marked with respect to final disposition. Only civilian complaints that
38 are investigated and found to be “sustained” will be placed in the employee’s personnel file.
39 Civilian complaints that are other than “sustained” shall be kept in a file separate from the
40 employee’s personnel file.
41

42 **9.06 Retention of Discipline.** Written reprimands and records of verbal reprimands that are
43 more than one (1) year old and records of suspensions that are more than four (4) years old shall
44 be removed from an employee’s personnel file upon request of the employee, providing there has
45 been no subsequent discipline action during such period.
46

1 **9.07 Time for Discipline.** The Employer shall be required to take disciplinary action on
2 conduct within six (6) months of its discovery. This section shall not apply to conduct that
3 involves criminal activity.
4

5 **9.08 Cost of Medical Examinations.** In any instance where the Employer sends an employee
6 for a medical examination, the Employer shall pay the cost of the examination.
7

8 **9.09 Parties to Investigate.** During the conduct of an internal investigation, to the extent
9 possible, deputies shall not investigate Deputies and Corrections Officers shall not investigate
10 Corrections Officers. To the extent reasonable, an internal investigation shall be conducted by
11 Supervisors and/or Officers.
12

13 **9.10 Public Records Requests.** Subject to the public records laws, all public requests for
14 review of personnel records of current employees shall be processed as follows:
15

- 16 A) The Employer shall request the person asking for the records provide their name
17 and address.
- 18 B) The employee whose file is requested shall be advised in writing of such request.
19
- 20 C) An employee's representative shall be present during the reviewing of the records
21 to prevent any additions or removals from the file.
22
23
24

25 **ARTICLE 10 ASSOCIATION REPRESENTATION**

26 **10.01 Employee Representation.** The parties recognize that it may be necessary for an
27 employee representative of the Union to leave a normal work assignment while acting in the
28 capacity of a representative for the purpose of meetings and/or processing potential grievances
29 under the grievance procedure. The Union recognizes the operational needs of the Employer and
30 will cooperate to keep to a minimum the time lost from work by representatives. Before leaving
31 an assignment pursuant to this section, the representative must obtain prior approval from the
32 Sheriff or designee. The employee shall suffer no loss in pay for time spent in the good faith
33 processing of grievances, and at any meetings at which the Employer and/or employee requests a
34 representative to be present.
35
36

37 **ARTICLE 11 LABOR/MANAGEMENT COMMITTEE**

38 **11.01 Committee.** In the interest of sound labor/management relations, unless mutually
39 agreed otherwise, once each quarter on a mutually agreeable day and time, the Sheriff and/or his
40 designee(s) shall meet with not more than three (3) representatives of the Union to discuss
41 pending problems and to promote a more harmonious labor/management relationship.
42

43 **11.02 Agenda.** An agenda will be furnished at least five (5) working days in advance of the
44 scheduled meetings with a list of the matters to be taken up in the meeting, and the names of
45 those Union representatives who will be attending. The purpose of such meetings shall be to:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

- 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 two (2) employee representatives who are 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 where the employee's presence is reasonably necessary.

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.

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

1 is entitled to payment of one-half (1/2) of accumulated, unused sick leave provided that such
 2 payment shall not exceed nine hundred sixty (960) hours. Payment for sick leave conversion
 3 shall eliminate all accrued sick leave credit. Such payment shall be made only once to any
 4 employee.

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

12	13	14	15
	Percentage	Maximum	
	of Accrued	Paid	
16	<u>Sick</u>	<u>Hours</u>	<u>Years of Service</u>
17	25%	240	10 years of public service
18	33%	360	10 years of Medina County service
19	50%	480	15 years of Medina County service
20	50%	720	20 years of Medina County service
21	50%	960	25 years of Medina County service

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

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

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
 37 requests sick leave donations, he shall notify the Sheriff in writing. The Sheriff will then post a
 38 notice for ten (10) working days informing employees about the request for sick leave donations.
 39 No 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
 42 of sick leave to a specific recipient by signing and submitting to the Sheriff a Sick Leave
 43 Donation Form, donating up to forty (40) hours per form. Only forty (40) hours per employee
 44 per recipient can be donated in a calendar year.

45
 46 **13.04 Retention of Donated Leave.** The recipient shall retain all donated sick leave.

1 **ARTICLE 14** **VACATIONS**

2 **14.01 Vacation Accumulation.** Each full-time employee shall earn and be entitled to vacation
 3 in accordance with the following schedule. Employees may not utilize any vacation benefits
 4 during their first year of employment. Upon completing their first year anniversary date, which
 5 shall be computed on the basis of twenty-six (26) bi-weekly pay periods, employees are entitled
 6 to two (2) weeks' vacation.

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

12
 13
 14 **14.02 Approval Required.** Vacation time shall be taken at a time approved by the Sheriff or
 15 his designee.

16
 17 **14.03 Transfer of Vacation Leave.** Any employee who has earned vacation time by reason of
 18 being employed in this department shall be able to transfer his vacation time to another
 19 department should he elect such a transfer.

20
 21 **14.04 Conversion at Separation.** Any employee who resigns, is terminated, retires, or is
 22 separated from employment by the Employer because of a reduction in force will receive pay for
 23 their unused and accrued vacation time. In the case of resignation, they shall give two (2)
 24 weeks' notice in writing to the Sheriff to be eligible for such payment.

25
 26 **14.05 Vacation Leave Carryover.** Vacation shall not be carried over from one (1) year to
 27 another without the express written authorization of the Sheriff. Carried over vacation shall not
 28 be forfeited.

29
 30
 31 **ARTICLE 15** **HOLIDAYS**

32 **15.01 Holidays.** All full-time employees shall receive the following paid holidays:

- | | | |
|----|---------------------------|--------------------------------|
| 33 | 1. New Year's Day | 6. Labor Day |
| 34 | 2. Martin Luther King Day | 7. Columbus Day |
| 35 | 3. President's Day | 8. Veterans Day |
| 36 | 4. Memorial Day | 9. Thanksgiving Day |
| 37 | 5. Independence Day | 10. Day after Thanksgiving Day |
| 38 | | 11. Christmas Day |
| 39 | | |
| 40 | | |

41 **15.02 Holidays Bank Time.** All full-time employees, except Detectives, shall receive as
 42 compensation for the above holidays, an amount of eight (8) hours holiday time for each holiday
 43 which may be taken off with pay during the year. The holiday time will be credited to the
 44 employee's holiday time bank in the pay period the holiday occurs. Any holiday time not taken
 45 prior to December 1st shall be paid at the employee's straight time rate in the first pay check in

1 December. Any prior practice of allowing employees to take holidays off before earning them is
2 eliminated.

3
4 **15.03 Scheduling Holiday Bank Time.** Holiday time may only be taken upon advance
5 request and approval of the Sheriff or designee.

6
7 **15.04 Personal Days.** In addition to the above holidays, all employees shall be entitled to two
8 (2) personal days per year, to be taken upon advance approval, with at least twenty-four (24)
9 hours' notice, unless the advance request is waived at the sole discretion of the Employer, or
10 designee. Unused personal days shall be paid by separate check in the first pay period in
11 December of each year.

12
13 **15.05 Holidays Worked.** Any full-time employee who is required to work on Thanksgiving
14 Day, Christmas Day, New Year's Day, Memorial Day, Independence Day, or Labor Day shall
15 receive one and one-half (1 1/2) times their regular hourly rate in addition to the holiday time
16 designated in paragraph 15.02. Any employee who works more than one (1) shift on the above
17 holidays shall receive two (2) times their regular hourly rate for all hours worked in excess of
18 one (1) shift.

19
20
21 **ARTICLE 16 JURY DUTY LEAVE**

22 **16.01 Jury Duty.** Any employee who is called for and reports or serves jury duty while
23 scheduled to work for the Employer shall suffer no loss in pay during such duty. The employee
24 shall be required to turn over all money received from the Court to the Employer. Employees
25 who are released from jury duty in courts in Medina County with 4 hours or more remaining on
26 their shift shall report to work for the remainder of their shift. Any employee who is called for
27 and serves jury duty on his or her regular work day, but is on a shift other than the day shift, and
28 serves for more than four (4) hours, shall receive straight time pay for all hours on their regular
29 shift. The Employer shall be notified of jury selection as soon as possible. The employee is
30 responsible for checking whether his jury duty is cancelled or postponed.

31
32
33 **ARTICLE 17 FUNERAL LEAVE**

34 **17.01 Funeral Leave and Immediate Family.** An employee shall be granted time off with
35 pay, not to be deducted from sick leave, for the purposes of attending a funeral of a member of
36 the employee's immediate family. The employee shall be entitled to a maximum of three (3)
37 work days (24 hours) for each death in his immediate family. For the purposes of funeral leave,
38 "immediate family" shall be defined as to only include the employee's spouse, children or
39 parents, step-children, brother, sister, step-brother, step-sister, step-parents, grandchildren,
40 grandparents, step-grandparents, and step-grandchildren.

41
42 **17.02 Funeral Leave for Extended Family.** Up to three (3) days (24 hours) of funeral leave
43 shall be granted to attend the funeral of the employee's parents-in-law, brother or sister-in-law,
44 aunts, uncles, and grandparents of spouse, but such funeral leave shall be deducted from the
45 employee's sick leave.

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

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

10
11 **18.02 Discretionary Extension of Disability Leave.** If at the end of this ninety (90) calendar
12 day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be
13 extended for additional ninety (90) calendar day periods, or parts thereof.

14
15 **18.03 Examinations for Disability Leave.** The Employer shall have the right to require the
16 employee to have a physical exam by a physician appointed and paid by the Employer resulting
17 in the physician's certification that the employee is unable to work due to the injury as a
18 condition precedent to the employee receiving any benefits under this Article. The designated
19 physician's opinion shall govern whether the employee is actually disabled or not, but shall not
20 govern whether the Employer shall extend the period of leave or if the injury was duty related.

21
22 **18.04 Fitness for Duty Examinations, Disability Separation and Appeal.** Any employee
23 absent from work due to personal illness or injury, work related or not, may, at the Employer's
24 sole discretion, be required to have a physical exam by a physician appointed and paid by the
25 Employer resulting in the physician's certification that: 1) if the employee claims to be unable to
26 work, he is indeed unable to return to work; or 2) if the employee claims to be able to work, he is
27 indeed able to return to work and perform all of the duties and job functions related to his
28 employment as a condition to re-employment.

29
30 **18.05 Disability Separation.** At any time during a disability leave, extension of disability
31 leave, paid leaves, or an unpaid leave of absence an employee is determined to be unable to
32 perform the essential functions of his position the employee may be disability separated. Such
33 employee shall be afforded the pre-deprivation administrative process contained in this
34 Agreement prior to a proposed disability separation and will have the right to grieve a disability
35 separation.

36
37
38 **ARTICLE 19 OVERTIME AND COURT TIME**

39 **19.01 Overtime.** All employees, for work actually performed in excess of forty (40) hours
40 within a one (1) week pay period, excluding shift changes, when approved of by the Sheriff, or
41 his designee, shall be compensated at the rate of one and one-half (1 1/2) times his regular hourly
42 rate for all such work. All paid leave, except sick leave used subsequent to earned overtime,
43 shall count as work actually performed for the purposes of overtime computation.

44

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

26
27
28 **ARTICLE 21 COMPENSATORY TIME**

29 **21.01 Compensatory Time.** Commencing January 1, 2013, employees shall be able to accrue
30 compensatory time up to a maximum of one hundred eighty (180) hours subject to the following
31 conditions.

- 32
33 1. All employees will be paid overtime in cash unless the employee notifies the
34 Sheriff or designee in writing that overtime worked and earned should be
35 compensated by placing ninety (90) minutes in a compensatory time bank for
36 each one (1) hour of overtime worked.
37
38 2. Requests for payment of overtime in the form of compensatory time must be
39 made at least one (1) day before the commencement of any pay period and will
40 remain in effect until the employee notifies the Sheriff or designee in writing that
41 cash payment for overtime be resumed.
42
43 3. After one hundred eighty (180) hours of compensatory time are accumulated, all
44 future overtime will be paid in cash.
45

- 1 4. Requests to use accrued compensatory time must be submitted to the office of the
2 Sheriff or his designee no later than twenty-four (24) hours before the time
3 requested to be taken unless the time limit is waived by the Sheriff or designee
4 due to 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
13 the Sheriff or designee in writing of the amount to be converted in the first
14 seven (7) days of May and November of each year.
15
 - 16 b) Employees may convert up to one-half (1/2) of the 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
20 the 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 **22.01 New Hire Allowance.** Newly hired employees shall receive an initial issue allowance of
28 six hundred twenty-five (\$625.00) dollars within thirty (30) days of initial hire by voucher.
29

30 **22.02 Annual Allowance.** The Employer shall pay an annual uniform maintenance allowance
31 of one thousand three hundred (\$1,300.00) dollars in each contract year paid in 2 installments to
32 those employees in paid status as of the first day of the respective months. Payment shall be
33 made one-half in June and one-half in December of each calendar year beginning in 2018. Newly
34 hired employees shall not be eligible for the semi-annual payment until they have served at least
35 six months with the Employer. The Employer shall not require receipts from the employees. The
36 Employer shall continue to provide weapons, leather gear and necessary equipment as presently
37 provided subject to change in uniforms as provided in this Article.
38

39 **22.03 Return of Uniforms and Equipment.** When an employee retires, resigns, or is
40 terminated, all serviceable uniforms and equipment purchased by the Employer must be
41 surrendered to the Employer.
42

43 **22.04 Protective Vests.** Any employee may receive a protective vest, providing the employee
44 wears such vest. In the event the employee fails to wear the vest, he shall reimburse the
45 Employer for the cost of the vest.
46

1 **22.05 Change in Uniform.** 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 effect a
8 procedure to effectuate this benefit.
9

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

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

22 **23.02 National Health Care Program.** In the event that during the term of this Agreement a
23 National Health Care Program imposes new or additional payroll taxes/costs on the Employer, or
24 reduces in whole or in part the deductibility to the Employer of its contribution to the health care
25 plan, or modifies the coverage which is or may be provided by the Employer, the terms of the
26 health care plan will be modified to the extent possible and permitted by law to conform with
27 any such National Health Care Program and to the extent necessary to avoid any new or
28 additional payroll taxes/costs or loss of deductibility.
29

30 **23.03 Wellness, Incentive and Other Programs.** The Employer may enter into wellness,
31 incentive and other cost containment agreements with insurance providers at any time during the
32 life of this Agreement. The Union and bargaining unit employees agree to participate in any
33 educational program offered for this purpose, and further agree to comply with any and all
34 policy/plan requirements of the provider/administrator. In addition to the wellness programs the
35 Employer may offer other incentive programs or other programs to promote health of employees
36 and address health insurance costs.
37

38 **23.04 Preventive Services.** The inclusion of preventative services mandated under State
39 and/or Federal law pertaining to group health plans will be covered by the plan, at mandated
40 benefit levels, when using in-network providers. Mandated covered services are determined
41 based upon a person's age and may include screenings and tests for diseases, vaccines, and
42 immunizations, well baby and well child visits and periodic physical exams.
43

44 **23.05 Federal or State Programs.** The insurance benefits provided in this Article shall be
45 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.** Employees 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.** Employees shall be capped at fifteen
13 (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.

1 It is the employee's responsibility to immediately notify Medina County of any
2 subsequent change in a spouse's eligibility to participate in his/her employer or retirement health
3 plan. If a spouse accepts a new job where coverage is available, he/she must immediately enroll
4 in that plan and the employee must notify Medina County within fourteen (14) days of any
5 change in their spouse's eligibility.
6
7

8 **ARTICLE 24** **SENIORITY**

9 **24.01 Bargaining Unit Seniority.** The seniority date for all employees in this bargaining unit
10 shall be the date he or she was promoted to the rank of sergeant in the Medina County Sheriff's
11 Office. Seniority will not accrue during periods of layoff. Employees who return to the
12 bargaining unit from layoff, disability separation, disability, or retirement, or the result of an
13 arbitration decision shall have their previous seniority restored at time of reinstatement and then
14 shall accrue seniority.
15

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

- 18 a. Resigns;
- 19
- 20 b. Is discharged for just cause;
- 21
- 22 c. Is laid-off for a period of time exceeding twenty-four (24) months;
- 23
- 24 d. Retires;
- 25
- 26 e. Fails to report for work for more than three (3) working days without having
27 given the Employer advance notice of his pending absence, unless he is physically
28 unable to do so as certified by the appropriate authority;
- 29
- 30 f. Becomes unable to perform his job duties due to serious illness or injury and is
31 unable to return to work upon the expiration of any applicable leave;
- 32
- 33 g. Is separated due to a disability or in ability to perform the essential functions of
34 their position;
- 35
- 36 h. Refuses recall or fails to report to work within fourteen (14) calendar days from
37 the date the Employer sends the employee a recall notice by regular and certified
38 mail, addressed to the employees last known address, unless he is physically
39 unable to do so as certified by the appropriate authority.
40
41

1 **ARTICLE 25** **LAY-OFF AND RECALL**

2 **25.01 Layoff.** Where, because of economy, consolidation or abolishment of functions,
3 curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of
4 its workforce, such reduction shall be made in accordance with the provisions of this Article.

5
6 **25.02 Layoff by Seniority/Service.** Employees within effected job titles shall be laid off
7 according to their relative seniority, i.e. their continuous uninterrupted service as a full-time
8 employee in the Medina County Sheriff's Office with the least senior being laid off first,
9 provided that all students, temporary, part-time, seasonal and probationary employees within the
10 effected job title(s), within the bargaining unit, are laid off first in the above respective order.

11
12 **25.03 Displacement.** Employees who are laid off from one (1) job title covered by this
13 Agreement may displace (bump) another employee with lesser seniority in a lower rated job title
14 within the bargaining unit.

15
16 **25.04 Successive Displacement.** Employees who are displaced (bumped) by a more senior
17 employee shall be able to displace (bump) another employee with lesser seniority in a lower
18 rated job title pursuant to the provision of paragraph 25.03, above.

19
20 **25.05 Qualified to Displace.** In all cases where one (1) employee is exercising his seniority to
21 displace (bump) another employee, his right to displace (bump) into another job title is subject to
22 the conditions that he is qualified for the position (including possessing all state mandated
23 training or completes such training within the statutory time allowed) and able to perform the
24 functions and duties of the position to which he is attempting to displace (bump) into.

25
26 **25.06 Laid off Employee.** At the end of the displacing (bumping) process, the employee who
27 is displaced (bumped) and unable to displace another employee pursuant to the above provisions,
28 shall be laid off.

29
30 **25.07 Recall.** Recalls shall be in the inverse order of lay-off and a laid off employee shall
31 retain his right to recall for two (2) years from the date of his lay-off.

32
33 **25.08 Notice of Recall.** Notice of recall shall be sent to the employee's address listed on the
34 Employer's records and shall be sent by certified mail. An employee who refuses recall or does
35 not report to work within fourteen (14) calendar days from the date the Employer mails the recall
36 notice, shall be considered to have resigned his position and forfeits all rights to employment
37 with the Employer.

38
39 **25.09 Notice of Layoff.** Employee(s) scheduled for lay-off shall be given a minimum of
40 fifteen (15) calendar days advance notice of lay-off.

41
42
43 **ARTICLE 26** **DRUG TESTING AND PHYSICALS**

44 **26.01 Annual Physical.** The Employer may require an annual physical exam and may
45 implement a random drug testing procedure of employees. Such testing shall be at the sole

1 discretion of the Employer, with all physical exam and drug testing costs paid by the Employer.
2 Employees required to be tested or examined on off-duty time, shall be compensated for such
3 time.

4
5 **26.02 Meeting with Union.** Prior to the commencement of such testing, the Employer will
6 meet with the Union to discuss, not negotiate, the procedures under which the testing will be
7 administered.
8
9

10 **ARTICLE 27 VACANCIES AND PROMOTIONS**

11 **27.01 Scope of Article.** Only the positions of Corporal and Sergeant shall be subject to this
12 Article.
13

14 **27.02 Promotions.** Vacancies in positions above the lowest rank shall be filled insofar as
15 practicable, by promotions. However, the Sheriff may hire a qualified new employee from
16 outside the bargaining unit to such positions. No employee shall be eligible to take the written
17 examination without at least three (3) years employment in the division in which the position is
18 to be filled (patrol or jail) immediately preceding the date of the exam or in a similar position
19 with another employer. No employee will be eligible to take such exam unless the employee is
20 OPOTA certified.
21

22 **27.03 Testing for Promotions.** All promotional job vacancies, except those in the Detective
23 Bureau, shall be filled according to merit and fitness ascertained through an objective, written,
24 open-competitive examination, and other selection criteria (seniority, assessment center, oral
25 interviews, etc.) established by the Sheriff. The score attained on the written examination shall
26 account for not greater than fifty (50%) percent of the total cumulative score from which the
27 appointee shall be selected.
28

29 **27.04 Selection by Employer.** The appointee shall be selected from the top five (5)
30 cumulative passing scores, which names shall be posted and for more than one (1) vacancy from
31 groups of five (5) passing scores thereafter. Once a person has been passed over twice for the
32 vacancy, his name shall be removed from the eligibility list.
33

34 **27.05 Promotional Probationary Period.** An employee who is promoted shall be required to
35 satisfactorily complete the applicable probationary period. He will be considered to have
36 qualified on the new job when he satisfactorily performs the required duties with no more
37 supervision than is required of other employees on the same or similar jobs and when his record
38 as to quality and quantity of work meets the standards applicable to the job. If, during the
39 probationary period or at the end of the probationary period, it is determined, at the Employer's
40 sole discretion, that the employee cannot satisfactorily perform the new job, he may be returned
41 to his previously held position. Such reversion to an employee's prior position, during the
42 probationary period, shall not be appealable to any grievance/arbitration procedure, civil service
43 procedure, or any other forum, legal or administrative.
44

1 **27.06 Completion of Probationary Period, Eligibility.** No employee shall be eligible for
2 promotion under these provisions who has not satisfactorily completed the required probationary
3 period for his existing position and other minimum criteria as determined by the Employer.
4

5 **27.07 Promotional Eligibility List.** Promotional eligibility lists shall remain in effect for one
6 (1) year from the date the list is certified, or the list is exhausted, whichever occurs first.
7
8

9 **ARTICLE 28 LONGEVITY**

10 **28.01 Longevity.** Employees hired prior to January 1, 2013 shall receive longevity payments
11 commencing upon the completion of five (5) years of full-time continuous employment with the
12 Employer. Such amount shall be increased every five (5) years through twenty-five (25) years
13 of employment pursuant to the following schedule:
14

<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

21
22 **28.02 Annual Payment of Longevity.** The above listed longevity payments shall be paid on
23 the employee's anniversary date. In order to be eligible for any of such payments, the employee
24 must have completed the necessary minimum length of service for the appropriate amount prior
25 to his anniversary date for such payment. Longevity payments shall be prorated on termination,
26 resignation or retirement.
27

28 **28.03 Adjustments to Longevity.** If, because of leave without pay, employment separation or
29 break in continuous service, an employee does not work a full year, the amount payable shall be
30 prorated to correspond to the actual length of service during the prior calendar year.
31

32 **28.04 Eligibility for Longevity.** Employees hired after January 1, 2013 will not earn or be
33 paid longevity.
34
35

36 **ARTICLE 29 EDUCATION PREMIUM, TRAINING, MEALS AND EXPENSES**

37 **29.01 Education Premium.** Any employee with an Associate's or Bachelor's Degree in Law
38 Enforcement, Criminology or related field, as determined by the Employer, shall receive an
39 additional forty (\$.40) cents or eighty (\$.80) cents per hour, respectively.
40

41 **29.02 Required Training.** If the Sheriff orders an employee to obtain certification or training
42 as a condition of employment, the Sheriff will pay for the training or certification and, in most
43 circumstances, allow the employees to obtain the training or certification on work time. The
44 Employer shall only pay for the employee's first attempt to successful training or certification. If

1 the employee does not receive satisfactory approval as having met the standards necessary for
 2 the training or certification, the employee pays for any subsequent attempts to meet acceptable
 3 standards and shall conduct his attempts to meet standards on his own time.

4
 5 **29.03 Meals and Expenses.** The Employer shall reimburse employees for meals in accordance
 6 with County policy. Reimbursement for expenses incurred while driving personal vehicles shall
 7 be made in accordance with County policy.
 8

9 **29.4 Service Weapon.** Upon his/her retirement, any employee covered by this Agreement
 10 may purchase his or her service weapon from the Employer for a cost of twenty-five dollars
 11 (\$25.00), provided the employee retires on a full-service pension or through a disability pension
 12 governed by the rules of the Public Employees Retirement System (LE). However, the employee
 13 is not eligible to purchase said weapon if the retirement is based on a mental condition or a
 14 mental disability.
 15
 16

17 **ARTICLE 30 RATES OF PAY**

18 **30.01 Rates of Pay.** Effective the first full pay period following ratification by both parties, the
 19 wages of all employees holding the rank of Sergeant shall be computed at 7% above the base
 20 wage for the highest paid deputy for Step 1, and 14.5% for Step 2.
 21

	<u>Annual</u>	<u>Hourly</u>
Step 1 (Prob)	\$71,653.75	\$34.45
Step 2 (1 Yr)	\$76,676.21	\$36.86

22
 23
 24 **30.02** Effective the first full pay period in 2021, the wages of all employees holding the rank of
 25 Sergeant shall be computed at 7% above the base wage for the highest paid deputy for Step 1,
 26 and 14.5% for Step 2.
 27

	<u>Annual</u>	<u>Hourly</u>
Step 1 (Prob)	\$73,445.09	\$35.31
Step 2 (1 Yr)	\$78,593.11	\$37.79

28
 29
 30 **30.03** Effective the first full pay period in 2022, the wages of all employees holding the rank of
 31 Sergeant shall be computed at 7% above the base wage for the highest paid deputy for Step 1,
 32 and 14.5% for Step 2.
 33

	<u>Annual</u>	<u>Hourly</u>
Step 1 (Prob)	\$75,281.22	\$36.19
Step 2 (1 Yr)	\$80,557.94	\$38.73

1 **30.04 Assignments.** Assignments of a Sergeant to any position shall not be deemed a
2 promotion or demotion, and any employee may be assigned or reassigned to any of these duties
3 at the Sheriff's discretion. Such assignments or reassignments are not grievable or disciplinary.
4

5 **30.05 Initial Rate of Pay.** All newly promoted Sergeants shall be initially hired at Step 1.
6 The Employer reserves the right to start a newly hired employee at a greater step, based on
7 previous work experience.
8

9 **30.06 Detective On-Call Stipend.** Any employee assigned to the position of Detective shall
10 receive a "detective differential" in the amount of one hundred (\$100.00) dollars per month.
11

12 **30.07 Paycheck Issuance.** Paychecks will normally be issued every other Friday with the
13 Thursday night shift receiving the checks at the end of their work shift.
14

15 **30.08 Transport Division On-Call Stipend.** Employees working in the Transport Division
16 who are assigned to be in on-call status during off duty hours, shall be paid three (3) hours
17 overtime for every week assigned to on-call duty.
18

19
20 **ARTICLE 31 HEADINGS**

21 **31.01 Headings.** It is understood and agreed that the use of headings before articles and
22 sections is for convenience only and that no heading shall be used in the interpretation of said
23 article or section nor effect any interpretation of any article or section.
24

25
26 **ARTICLE 32 GENDER AND PLURAL**

27 **32.01 Contract Construction.** Whenever the context so requires, the use of words herein in
28 the singular shall be construed to include the plural, and words in the plural, the singular, and
29 words whether in the masculine, feminine or neuter gender shall be construed to include all of
30 said genders. By the use of either the masculine or feminine genders it is understood that said
31 use is for convenience purposes only and it not to be interpreted to be discriminatory by reason
32 of sex.
33

34 **ARTICLE 33 OBLIGATION TO NEGOTIATE**

35 **33.01 Opportunity to Make Proposals.** The Employer and the Union acknowledge that
36 during negotiations which preceded this Agreement, each had the unlimited right and
37 opportunity to make demands and proposals with respect to any subject or matter not removed
38 by law from the area of collective bargaining/negotiations and that the understandings and
39 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in
40 this Agreement.
41

42 **33.02 Waiver.** Therefore, for the life of this Agreement, the Employer and the Union each
43 voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be
44 obligated to negotiate collectively with respect to any subject or matter referred to, or covered in

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

5
6
7 **ARTICLE 34 TOTAL AGREEMENT**

8 **34.01 Total Agreement.** This Agreement represents the entire agreement between the
9 Employer and the Union and unless specifically and expressly set forth in the express written
10 provisions of this Agreement, all rules, regulations, benefits and practices previously and
11 presently in effect may be modified or discontinued at the sole discretion of the Employer. The
12 wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio
13 laws, including specifications under or related to those laws.

14
15
16 **ARTICLE 35 CONFORMITY TO LAW**

17 **35.01 Conformance to Law.** This Agreement shall be subject to and subordinated to any
18 applicable present and future Federal and State Laws, and the invalidity of any provision(s) of
19 this Agreement by reason of any such existing or future law shall not effect the validity of the
20 surviving provisions.

21
22 **35.02 Severance of Provision, Survival of Agreement.** If the enactment of legislation, or a
23 determination by a court of final and competent jurisdiction (whether in a proceeding between
24 the parties or in one not between the parties but controlling by reason of the facts) renders any
25 portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect
26 the validity of the surviving provisions of this Agreement, which shall remain in full force and
27 effect as if such invalid provision(s) thereof had not been included herein.

28
29
30 **ARTICLE 36 RESIDENCY**

31 **36.01 Residency Requirement.** As a condition of continued employment, all employees must
32 reside within twenty (20) miles of the Medina City limits irrespective of County lines.

33
34 **ARTICLE 37 DURATION**

35 **37.01** This Agreement shall become effective at 12:01 A.M. the first full pay period following
36 ratification by each of the parties and shall continue in full force and effect, along with any
37 amendments made and annexed hereto, until midnight, December 31, 2022. This Agreement
38 supersedes any previously entered collective bargaining agreements.

1 **ARTICLE 38** **DISCIPLINE**

2 **38.01 Discipline Process for Employees.** This procedure shall apply to all non-probationary
3 employees covered by this Agreement. Employees in their probationary period shall have no
4 right to appeal any discipline (see also Article 8). The suggested notices for discipline, appeal
5 and a list of employee rights is attached at Appendix A.
6

7 **38.02 Employee Rights in Discipline Procedure.** All employees shall have the following
8 rights in the disciplinary procedure:
9

- 10 A. An employee shall be entitled to representation by a Union representative at each
11 step of the disciplinary procedure.
12
- 13 B. An employee shall not be coerced, intimidated, or suffer any reprisals either
14 directly or indirectly that may adversely affect his hours, wages, or working
15 conditions as the result of the exercise of his rights under this procedure.
16

17 **38.03 Employee Resignation.** An employee may resign following the service of a Notice of
18 Discipline. Any such resignation will be processed in accordance with the Employer's Rules and
19 Regulations and the employee's employment shall be terminated.
20

21 **38.04 Discipline for Just Cause.** Discipline shall be imposed only for just cause. The specific
22 acts for which discipline is being imposed and the penalty proposed shall be specified in the
23 Notice of Notice of Discipline. The Notice of Discipline served on the employee shall contain a
24 reference to dates, times and places, if possible.
25

26 **38.05. Investigations and Investigatory Interviews.** In any investigatory interview between a
27 bargaining unit employee and a member of the administration where it is reasonably expected
28 that discipline of the employee being interviewed may result, the affected employee may request
29 that a union representative be present. The employee shall be informed of the subject of the
30 investigation before the interview. During an investigation the employee may be placed on
31 administrative leave with pay.
32

33 **38.06. Notice of Charges, Predisciplinary Conference.** Whenever the Employer determines
34 that an employee may be reduced in pay, suspended with or without pay, demoted with reduction
35 in pay, or terminated for disciplinary reasons, the Employer shall schedule a pre-disciplinary
36 conference and notify the employee in writing of the charges that may form the basis for the
37 disciplinary action together with written notification of the date, time, and place of the hearing.
38 The employee may choose to:
39

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

45 Failure to elect one of these options will be deemed a waiver of the employee's rights to a pre-
46 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 **38.07. 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 **38.08 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 **38.09 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 **38.10 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 **38.11 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 **38.12 Implementation of Discipline.** Discipline may be imposed concurrent with or
37 subsequent to the decision at Step 3 of the Grievance Procedure.
38

39 **38.13 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 39** **GRIEVANCE PROCEDURE**

2 **39.01 Employee Right to Present Grievances.** Every employee shall have the right to present
3 his grievance in accordance with the procedures provided herein, free from any interference,
4 coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be
5 represented by a person of his own choosing at all stages of the Grievance Procedure. It is the
6 intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible,
7 at the lowest step of this procedure.
8

9 **39.02 Definitions.** For the purposes of this procedure, the below listed terms are defined as
10 follows:
11

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

26 **39.03 Grievance Procedure.** The following procedures shall apply to the administration of all
27 grievances filed under this Grievance Procedure.
28

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

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

26
27 **39.04 Grievance Steps.** All grievances shall be administered in accordance with the following
28 steps of the Grievance Procedure.

29
30 **Step 1: Immediate Supervisor**

31
32 An employee who believes he may have a grievance shall notify his immediate
33 supervisor (Sergeant and/or Lieutenant) of the possible grievance within five (5) days of the
34 occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal
35 meeting with the employee within five (5) days of the date of the notice by the employee. The
36 supervisor and the employee will discuss the issues in dispute with the objective of resolving the
37 matter informally. If the grievance cannot be resolved informally, the supervisor shall notify the
38 employee in writing.

39
40 **Step 2: Division Commander**

41
42 If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the
43 aggrieved party and presented as a grievance to the Division Chief within five (5) days after
44 receipt of the supervisor's written decision at Step 1. The Division Chief may schedule a
45 meeting with the aggrieved party and his Union representative, if requested. The Division Chief
46 shall render his decision in writing within five (5) days of the receipt of the appeal.

1 **Step 3: Sheriff**

2
3 If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2,
4 a written appeal of the decision may be filed with the Sheriff within five (5) days from the date
5 of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with
6 the appeal. The Sheriff or his designee shall convene a hearing within ten (10) days of the
7 receipt of the appeal. The hearing will be held with the aggrieved party, his Union representative
8 and any other party necessary to provide the required information for the rendering of a proper
9 decision. The Sheriff or his designee shall issue a written decision to the employee's Union
10 representative with a copy to the employee, if the employee requests one, within fifteen (15)
11 days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, it may
12 proceed to arbitration pursuant to the Arbitration Procedure herein contained.
13
14

15 **ARTICLE 40 ARBITRATION PROCEDURE**

16 **40.01 Arbitration.** In the event a grievance is unresolved after being processed through all of
17 the steps of the Grievance Procedure, unless mutually waived or having passed through the
18 various steps by timely default of the Employer, then within twenty-one (21) calendar days after
19 the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union
20 may submit the grievance to arbitration. Within this twenty-one (21) calendar day period, the
21 parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent
22 panel created by this procedure. If such agreement is not reached, then the panel members'
23 names will be stricken alternatively until one (1) name remains who shall be designated the
24 arbitrator to hear the grievance in question.
25

26 **40.02 Limits of Authority of Arbitrator.** The arbitrator shall have no power or authority to
27 add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any
28 award requiring the commission of any award prohibited by law or make any award that itself is
29 contrary to law or violates any of the terms and conditions of this Agreement.
30

31 **40.03 Single Issue.** The arbitrator shall not decide more than one (1) grievance on the same
32 hearing day(s), except by mutual written agreement of the parties.
33

34 **40.04 Rules for Hearings.** The hearing or hearings shall be conducted pursuant to the "Rules
35 of Voluntary Arbitration" of the American Arbitration Association.
36

37 **40.05 Fees & Expenses.** The fees and expenses of the arbitrator and the cost of the hearing
38 room, if any, will be borne by the party losing the grievance. All other expenses shall be borne
39 by the party incurring them. Neither party shall be responsible for any of the expenses incurred
40 by the other party. In the event of a split award the arbitrator's fees shall be split between the
41 parties.
42

43 **40.06 Decision Within 30 Days.** The arbitrator's decision and award shall be in writing and
44 delivered within thirty (30) calendar days from the date the record is closed. The decision of the
45 arbitrator shall be final and binding upon the parties.
46

1 **40.07 Permanent Panel.** There is hereby created a permanent panel of arbitrators to be used
2 for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals
3 placed on this panel shall be: 1) Daniel Zeiser; 2) Jeff Belkin; 3) Gregory Szuter; 4) Tom
4 Nowell; 5) Gregory Van Pelt; 6) James Mancini; and, 7) Nels Nelson.
5
6

7 **ARTICLE 41 FAMILY AND MEDICAL LEAVE ACT**

8 **41.01 FMLA Leave.** Employees shall be entitled to an FMLA leave of up to twelve (12)
9 weeks in any twelve (12) month period. All paid leave credits (sick leave, vacation leave,
10 holidays, etc.) shall be utilized before any unpaid FMLA leave, i.e. concurrent use of paid leaves
11 with FMLA. FMLA shall be administered according to the County policy.
12

13 **41.02 Use of Paid Leave.** The Employer agrees to comply with the provisions of the Family
14 and Medical Leave Act. Sick leave, vacation time or any other form of leave used for any
15 proposes for which an employee could have been eligible to use unpaid time under the Family
16 and Medical Leave Act shall be deducted against the employee's twelve (12) weeks of FMLA
17 leave.
18

ARTICLE 42

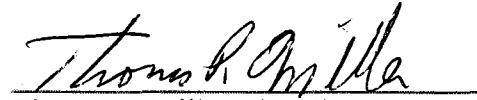
EXECUTION

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

FOR THE UNION:

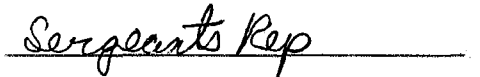
FOR THE EMPLOYER:



George Gerken, OPBA Attorney


Thomas P. Miller, Sheriff




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.