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1581-02

19-MED-09-0885

38992



## **AN AGREEMENT**

**between**

**THE MEDINA COUNTY SHERIFF'S OFFICE**

**and**

**THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**COMMUNICATION TECHNICIANS**

**SERB Case Number 2019-MED-09-0885**

**EFFECTIVE: Date of Ratification**

**EXPIRES: December 31, 2022**

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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: a) 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; b) To promote fair and  
17 reasonable working conditions; c) To promote individual efficiency and service to the citizens of  
18 the County of Medina, Ohio; d) To avoid interruption or interference with the efficient operation  
19 of the Employer's business; and e) To provide a basis for the adjustment of matters of mutual  
20 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 and regular part-time employees employed in the Sheriff's Office occupying the position of  
28 communication technician, excluding all casual part-time, seasonal and temporary employees.  
29 All other employees of the Employer are excluded from the bargaining unit. For the purposes of  
30 this Article, "regular part-time" shall be defined as employees regularly scheduled to work  
31 sixteen (16) or more hours per week. Said recognition shall continue for a term as provided by  
32 law.  
33

34 **3.02 List of Employees.** The Employer will furnish the Union with a list of all employees in  
35 the classifications covered by this Agreement indicating their starting date of employment. Such  
36 list will be furnished no less than annually and will be supplemented by the names of all new  
37 employees as hired.  
38  
39

40 **ARTICLE 4 MANAGEMENT RIGHTS**

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



1 **5.03 Public Welfare.** It is recognized by the parties that the Employer is responsible for and  
2 engaged in activities which are the basis of health and welfare of its citizens and that any  
3 violation of this Article would give rise to irreparable damage to the Employer and the public at  
4 large. Accordingly, it is understood and agreed that in the event of any violation of this Article,  
5 the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the  
6 Union indemnifying and holding the Employer harmless from the violation of this Article.  
7

8 **5.04 Violations.** It is further agreed that any violation of the above shall be sufficient  
9 grounds for immediate discharge or other disciplinary action.  
10

11  
12 **ARTICLE 6 NON-DISCRIMINATION**

13 **6.01 Nondiscrimination.** The Employer and the Union agree not to discriminate against any  
14 employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.  
15

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

20  
21 **ARTICLE 7 DUES DEDUCTIONS**

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

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

2 **8.01 Probationary Period – New Employees.** All newly hired employees will be required  
3 to serve a probationary period of one (1) year. During such period, the Employer shall have the  
4 sole discretion to discipline or discharge such employee(s) and any such action shall not be  
5 appealable through any grievance or appeal procedure contained herein, to the State Personnel  
6 Board of Review or to any Civil Service Commission.

7  
8 **8.02 Promotional Probationary Period.** All newly promoted employees will be required to  
9 serve a promotional probationary period of one (1) year. During such period, the Employer shall  
10 have the sole discretion to demote such employee(s) to a position in his former  
11 classification/rank and any such demotion shall not be appealable through any grievance or  
12 appeal procedure contained herein to the State Personnel Board of Review or to any Civil  
13 Service Commission.

14  
15 **8.03 Rehired Employees.** If any employee is discharged or quits while on probation, or  
16 resigns and is later rehired, he shall be considered a new employee and shall be subject to the  
17 provisions of paragraph 8.01, above. The Sheriff, at his discretion, may credit prior probationary  
18 period time for employees to be rehired who resigned in good standing.

19  
20 **8.04 Extension of Probationary Periods.** Probationary periods shall be extended by the  
21 length of any absences due to illness or injury, exceeding five (5) working days, excluding  
22 vacations and holidays.

23  
24  
25 **ARTICLE 9** **EMPLOYEE RIGHTS**

26 **9.01 Interrogations and Interviews of Employees.** Whenever an employee is subject to  
27 interrogation by the Sheriff's Office for any reason that could lead to disciplinary action being  
28 taken against him, such interrogation shall be conducted under the following conditions:

- 29  
30 a. The interrogation shall be conducted at a reasonable hour, preferably at a time  
31 when the employee is on duty, unless the seriousness of the investigation is of  
32 such a degree that immediate action is required.  
33  
34 b. The employee will be informed of the subject matter when notified of an  
35 interrogation and/or upon relief from duty, unless, in the Department's opinion,  
36 such information would compromise the investigation, and the employee shall be  
37 so informed.

38  
39 At the time of interview, the employee under investigation must be informed of  
40 the subject matter of the interrogation prior to giving a statement to the  
41 investigator.

- 42  
43 c. The employee under investigation must be informed of the person or persons who  
44 will be conducting the questioning.  
45

- 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  
25 with any violation of the Rules and Regulations for a refusal to answer questions or participate in  
26 an 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 **9.06 Retention of Discipline.** Written reprimands and records of verbal reprimands that are  
2 more than one (1) year old and records of suspensions that are more than four (4) years old shall  
3 be removed from an employee's personnel file upon request of the employee, providing there has  
4 been no subsequent discipline action during such period.

5  
6 **9.07 Time for Discipline.** The Employer shall be required to take disciplinary action on  
7 conduct within six (6) months of its discovery. This section shall not apply to conduct that  
8 involves criminal activity.

9  
10 **9.08 Cost of Medical Examinations.** In any instance where the Employer sends an employee  
11 for a medical examination, the Employer shall pay the cost of the examination.

12  
13 **9.09 Parties to Investigate.** During the conduct of an internal investigation, to the extent  
14 possible, deputies shall not investigate Deputies and Corrections Officers shall not investigate  
15 Corrections Officers. To the extent reasonable, an internal investigation shall be conducted by  
16 Supervisors and/or Officers.

17  
18 **9.10 Public Records Requests.** Subject to the public records laws, all public requests for  
19 review of personnel records of current employees shall be processed as follows:

- 20  
21 A) The Employer shall request the person asking for the records provide their name  
22 and address.  
23  
24 B) The employee whose file is requested shall be advised in writing of such request.  
25  
26 C) An employee's representative shall be present during the reviewing of the records  
27 to prevent any additions or removals from the file.  
28  
29

30 **ARTICLE 10 ASSOCIATION REPRESENTATION**

31 **10.01 Employee Representation.** The parties recognize that it may be necessary for an  
32 employee representative of the Union to leave a normal work assignment while acting in the  
33 capacity of a representative for the purpose of meetings and/or processing potential grievances  
34 under the grievance procedure. The Union recognizes the operational needs of the Employer and  
35 will cooperate to keep to a minimum the time lost from work by representatives. Before leaving  
36 an assignment pursuant to this Section, the representative must obtain prior approval from the  
37 Sheriff or designee. The employee shall suffer no loss in pay for time spent in the good faith  
38 processing of grievances, and at any meetings at which the Employer and/or employee requests a  
39 representative to be present.  
40

41  
42 **ARTICLE 11 LABOR/MANAGEMENT COMMITTEE**

43 **11.01 Committee.** In the interest of sound labor/management relations, unless mutually  
44 agreed otherwise, once each quarter on a mutually agreeable day and time, the Sheriff and/or his

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
- 10 b. Notify the Union of changes made by the Sheriff which affect bargaining unit
- 11 members of the Union;
- 12
- 13 c. Discuss grievances which have not been processed beyond the Sheriff's step of
- 14 the grievance procedure, providing such discussions are mutually agreed to by the
- 15 parties;
- 16
- 17 d. Disseminate general information of interest to the parties;
- 18
- 19 e. Discuss ways to increase productivity and improving efficiency;
- 20
- 21 f. To consider and discuss health and safety matters relating to employees;
- 22
- 23 g. To consider recommendations for changes from the Union in the Standard
- 24 Operating Procedure, Rules & Regulations; and
- 25
- 26 h. To discuss Work Schedules.
- 27

28 **11.03 Special Meetings.** It is further agreed that if special labor/management meetings have  
29 been requested, and mutually agreed upon, they shall be convened as soon as feasible.

30  
31 **11.04 Release of One Employee.** Up to two (2) employee representatives who are scheduled  
32 to be at work during the time of this meeting, may, at the Sheriff's discretion, be able to attend  
33 this meeting with no loss of pay. It is further agreed that any employee on duty may be required  
34 to return to work if an emergency arises during this meeting.

35  
36  
37 **ARTICLE 12 SICK LEAVE**

38 **12.01 Reasons for Sick Leave.** Sick leave shall be defined as an absence with pay necessitated  
39 by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease  
40 communicable to other employees; and/or 3) serious illness, injury where the employee's  
41 presence is reasonably necessary.

42  
43 **12.02 Accumulation of Sick Leave.** All employees shall earn sick leave at the rate of four and  
44 six-tenths (4.6) hours for every eighty (80) hours paid and may accumulate such sick leave to an  
45 unlimited amount.

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

4  
5 **12.04 Increments for Use.** Sick leave may be used in increments of not less than one-half  
6 (1/2) hour.

7  
8 **12.05 Proof of Illness.** Before an absence may be charged against accumulated sick leave, the  
9 Sheriff may require such proof of illness, injury or death as may be satisfactory to him, or may  
10 require the employee to be examined by a physician designated by and paid for by the Employer.  
11 In any event, an employee absent for more than three (3) consecutive work days must supply a  
12 physician's report to be eligible for paid sick leave, unless waived by the Sheriff.

13  
14 **12.06 Lack of Proof.** If the employee fails to submit adequate proof of illness, injury or death,  
15 or in event that upon such proof as is submitted or upon the request of medical examination, the  
16 Sheriff, finds there is not satisfactory evidence of illness or death sufficient to justify the  
17 employee's absence, such leave may, at the Sheriff's discretion, be considered an unauthorized  
18 leave and shall be without pay.

19  
20 **12.07 Sick Leave Misuse or Abuse.** Any abuse or patterned use of sick leave shall be just and  
21 sufficient cause for disciplinary action, and further, the Sheriff may require a physician's  
22 verification for each occurrence of sick leave from employees who have been found to have  
23 established a patterned use or abuse of sick leave. Imposition of the requirement for a  
24 physician's verification will not exceed six (6) months.

25  
26 **12.08 Pattern Use of Sick Leave.** A pattern use of sick leave may be the basis for corrective  
27 action/discipline. . A formal warning will be issued when patterned abuse is initially suspected  
28 unless the circumstances warrant more severe corrective action/discipline. The issuance of a  
29 formal warning is not appealable. If there is subsequent corrective action/discipline, the  
30 employee may present the objection letter in any subsequent grievance arbitration procedure.

31  
32 **12.09 Fitness for Duty Examination.** The Sheriff may require an employee who has been  
33 absent due to personal illness or injury, prior to and as a condition of his return to duty, to be  
34 examined by a physician designated and paid by the Employer, to establish that he is not  
35 disabled from the performance of his duties and that his return to duty will not jeopardize the  
36 health and safety of other employees.

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

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

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

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

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

**ARTICLE 13 SICK LEAVE DONATION**

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

**13.02 Written Requests for Donations.** When an employee or someone on his behalf requests sick leave donations, he shall notify the Sheriff in writing. The Sheriff will then post a

1 notice for ten (10) working days informing employees about the request for sick leave donations.  
2 No donations shall be made after ten (10) working days. All donations are voluntary.

3  
4 **13.03 Designation by Donating Employee.** An employee may donate up to forty (40) hours  
5 of sick leave to a specific recipient by signing and submitting to the Sheriff a Sick Leave  
6 Donation Form, donating up to forty (40) hours per form. Only forty (40) hours per employee  
7 per recipient can be donated in a calendar year.

8  
9 **13.04 Retention of Donated Leave.** The recipient shall retain all donated sick leave.

10  
11 **ARTICLE 14 VACATIONS**

12 **14.01 Vacation Accumulation.** Each full-time employee shall earn and be entitled to vacation  
13 in accordance with the following schedule. Employees may not utilize any vacation benefits  
14 during their first year of employment. Upon completing their first year anniversary date, which  
15 shall be computed on the basis of twenty-six (26) bi-weekly pay periods, employees are entitled  
16 to two (2) weeks' vacation.

| <u>Length of Service</u> | <u>Bi-Weekly Accrual</u>     | <u>Weeks Max Accrual</u> |
|--------------------------|------------------------------|--------------------------|
| After one (1) year       | 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                       |

17  
18  
19  
20  
21  
22  
23  
24 **14.02 Approval Required.** Vacation time shall be taken at a time approved by the Sheriff or  
25 his Designee.

26  
27 **14.03 Transfer of Vacation Leave.** Any employee who has earned vacation time by reason of  
28 being employed in this department shall be able to transfer his vacation time to another  
29 department should he elect such a transfer.

30  
31 **14.04 Conversion at Separation.** Any employee who resigns, is terminated, retires, or is  
32 separated from employment by the Employer because of a reduction in force will receive pay for  
33 their unused and accrued vacation time. In the case of resignation, they shall give two (2)  
34 weeks' notice in writing to the Sheriff to be eligible for such payment.

35  
36 **ARTICLE 15 HOLIDAYS**

37 **15.01 Holidays.** All full-time employees shall receive the following paid holidays:

- |    |                           |                                |
|----|---------------------------|--------------------------------|
| 38 | 1. New Year's Day         | 6. Labor Day                   |
| 39 | 2. Martin Luther King Day | 7. Columbus Day                |
| 40 | 3. President's Day        | 8. Veterans Day                |
| 41 | 4. Memorial Day           | 9. Thanksgiving Day            |
| 42 | 5. Independence Day       | 10. Day after Thanksgiving Day |
| 43 |                           | 11. Christmas Day              |

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

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

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

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

Any employee who works more than one (1) shift on the above holidays shall receive two (2) times their regular hourly rate for all hours worked in excess of one (1) shift. Any employee called in to work on the above holidays when such holiday is a scheduled day off, shall be paid double time, providing that the time worked would qualify for one and one-half (1 1/2) times overtime.

**ARTICLE 16 JURY DUTY LEAVE**

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

1 **ARTICLE 17 FUNERAL LEAVE**

2 **17.01 Funeral Leave and Immediate Family.** An employee shall be granted time off with  
3 pay, not to be deducted from sick leave, for the purposes of attending a funeral of a member of  
4 the employee's immediate family. The employee shall be entitled to a maximum of three (3)  
5 work days (24 hours) for each death in his immediate family. For the purposes of funeral leave,  
6 "immediate family" shall be defined as to only include the employee's spouse, children or  
7 parents, step-children, brother, sister, step-brother, step-sister, step-parents, grandchildren,  
8 grandparents, step-grandparents, and step-grandchildren.

9  
10 **17.02 Funeral Leave for Extended Family.** Up to three (3) days (24 hours) of funeral leave  
11 shall be granted to attend the funeral of the employee's parents-in-law, brother or sister-in-law,  
12 aunts, uncles, and grandparents of spouse, but such funeral leave shall be deducted from the  
13 employee's sick leave.  
14  
15

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

17 **18.01 Injury Leave.** When a full-time employee is injured in the line of duty or becomes ill  
18 with a serious infectious disease as a result of performing his duties, as determined at the sole  
19 discretion of the Employer, he shall be eligible for a paid leave not to exceed ninety (90)  
20 calendar days per incident. There will be a five (5) working day waiting period before this  
21 provision applies, in which the employee may use sick leave. If the employee receives Workers'  
22 Compensation benefits during the period of injury, the benefits shall be paid to the Employer and  
23 any sick days used during the waiting period shall be restored to the employee to the percentage  
24 that Workers' Compensation reimbursed the Employer.  
25

26 **18.02 Discretionary Extension of Disability Leave.** If at the end of this ninety (90) calendar  
27 day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be  
28 extended for additional ninety (90) calendar day periods, or parts thereof.  
29

30 **18.03 Examinations for Disability Leave.** The Employer shall have the right to require the  
31 employee to have a physical exam by a physician appointed and paid by the Employer resulting  
32 in the physician's certification that the employee is unable to work due to the injury as a  
33 condition precedent to the employee receiving any benefits under this Article. The designated  
34 physician's opinion shall govern whether the employee is actually disabled or not, but shall not  
35 govern whether the Employer shall extend the period of leave or if the injury was duty related.  
36

37 **18.04 Fitness for Duty Examinations, Disability Separation and Appeal.** Any employee  
38 absent from work due to personal illness or injury, work related or not, may, at the Employer's  
39 sole discretion, be required to have a physical exam by a physician appointed and paid by the  
40 Employer resulting in the physician's certification that: a) if the employee claims to be unable to  
41 work, he is indeed unable to return to work; or b) if the employee claims to be able to work, he is  
42 indeed able to return to work and perform all of the duties and job functions related to his  
43 employment as a condition to re-employment.  
44

1 **18.05 Disability Separation.** At any time during a disability leave, extension of disability  
2 leave, paid leaves, or an unpaid leave of absence an employee is determined to be unable to  
3 perform the essential functions of his position the employee may be disability separated. Such  
4 employee shall be afforded the pre-deprivation administration process contained in this  
5 Agreement prior to a disability separation and will have the right to grieve a disability separation.  
6

7 **ARTICLE 19 OVERTIME AND COURT TIME**

8 **19.01 Overtime.** All employees, for work actually performed in excess of forty (40) hours  
9 within a one (1) week pay period, excluding shift changes, when approved of by the Sheriff, or  
10 his designee, shall be compensated at the rate of one and one-half (1 1/2) times his regular hourly  
11 rate for all such work. All paid leave, except sick leave used subsequent to earned overtime,  
12 shall count as work actually performed for the purposes of overtime computation.  
13

14 **19.02 Call-In, Court Time.** When approved by the Sheriff, or his designee, employees called  
15 in to work or appearing in court on behalf of the Employer for a period of less than three (3)  
16 hours, when the employee is not on duty, shall be compensated not less than three (3) hours  
17 overtime-time pay.  
18

19 An employee who is required to appear at court at the same time as the commencement of the  
20 assigned shift shall be paid one (1) hour of overtime based on the payment selection made in  
21 Article 21 for preparation and reporting early to the Sheriff's Office.  
22

23 Employees shall not be eligible for call-in/court time for hours the employee is receiving  
24 overtime compensation, any time the employee is performing duties on a grant, or when working  
25 under a contract for services under the authority of the Employer. When performing duties on a  
26 grant the employee shall only receive the actual time on call-in/court time that is not eligible  
27 under the grant for payment.  
28

29 **19.03 Work Schedule.** An employee's normal work schedule shall not be modified for the  
30 sole purpose of avoiding earned overtime payments.  
31

32 **19.04 Travel Time for Training.** The Employer shall pay employees at the applicable rate for  
33 all approved travel time incurred in satisfying any assigned training obligation or function.  
34  
35

36 **ARTICLE 20 HOURS OF WORK**

37 **20.01 Hours of Work.** The normally scheduled work week, but not guaranteed, for full-time  
38 employees shall be forty (40) hours of work to the extent practical, the Employer shall attempt to  
39 provide work relief to employees for lunch breaks.  
40  
41



1 **ARTICLE 21** **COMPENSATORY TIME**

2 **21.01 Compensatory Time.** Commencing January 1, 2013, employees shall be able to accrue  
3 compensatory time up to a maximum of one hundred eighty (180) hours subject to the following  
4 conditions.  
5

6 1. All employees will be paid overtime in cash unless the employee notifies the  
7 Sheriff or designee in writing that overtime worked and earned should be  
8 compensated by placing ninety (90) minutes in a compensatory time bank for  
9 each one (1) hour of overtime worked.  
10

11 2. Requests for payment of overtime in the form of compensatory time must be  
12 made at least one (1) day before the commencement of any pay period and will  
13 remain in effect until the employee notifies the Sheriff or designee in writing that  
14 cash payment for overtime be resumed.  
15

16 3. After one hundred eighty (180) hours of compensatory time are accumulated, all  
17 future overtime will be paid in cash.  
18

19 4. Requests to use compensatory time must be submitted to the office of the Sheriff  
20 or his designee no later than twenty-four (24) hours before the time requested to  
21 be taken unless the time limit is waived by the Sheriff or designee due to  
22 emergency circumstances.  
23

24 5. Compensatory time may be taken only with prior approval of the Sheriff or his  
25 designee.  
26

27 6. Employees may convert accumulated compensatory time to cash under the  
28 following conditions:  
29

30 a) Any employee wishing to convert compensatory time to cash must notify  
31 the Sheriff or designee in writing of the amount to be converted in the first  
32 seven (7) days of May and November of each year.  
33

34 b) Employees may convert up to one-half (1/2) of the accumulated  
35 compensatory time at the time conversion is requested.  
36

37 c) Payment for the time converted will be made as soon as practicable after  
38 the request is received.  
39

40 7. Employees will be paid for all accrued compensatory time at the current hourly  
41 rate upon separation from employment.  
42  
43

1      **ARTICLE 22                                  UNIFORM MAINTENANCE ALLOWANCE**

2      **22.01 New Hire Allowance.**      Newly hired full-time employees shall receive an initial issue  
3      allowance of five hundred (\$500.00) dollars within thirty (30) days of initial hire.

4  
5      **22.02 Annual Allowance.**      The Employer shall pay an annual uniform maintenance allowance  
6      of nine hundred (\$900.00) dollars in each contract year paid in 2 installments to those employees  
7      in paid status as of the first day of the respective months.      Payment shall be made one-half in  
8      June and one-half in December of each calendar year beginning in 2018. Newly hired employees  
9      shall not be eligible for the semi-annual payment until they have served at least six months with  
10     the Employer. The Employer shall not require receipts from the employees.

11  
12     **22.03 Return of Uniforms and Equipment.**      When an employee, retires, resigns, or is  
13     terminated, all serviceable uniforms and equipment purchased by the Employer must be  
14     surrendered to the Employer.

15  
16     **22.04 Change in Uniforms.**      In the event that there is a change or addition to the current  
17     uniform, the Employer shall bear the cost of any such change or addition in excess of the one  
18     hundred (\$100.00) dollars applicable to said change or addition.

19  
20     **22.05 Personal Property.**      In the event that personal equipment or property are damaged or  
21     destroyed while an employee is on duty, the Employer agrees to repair or replace said item,  
22     unless negligence can be shown on the part of the employee.      The Employer may establish a  
23     procedure to effectuate this benefit.

24  
25  
26     **ARTICLE 23    INSURANCES**

27     **23.01 Insurance Plan.**      The Employer shall make available to full-time employees health  
28     insurance benefits under the group benefit plan generally provided to the non-union employees  
29     (those not under other collective bargaining agreements) of the Medina County Commissioners  
30     and on the same terms and conditions on which those benefits are generally provided to those  
31     employees.      The Board of County Commissioners, in its sole discretion, may modify such  
32     benefits, the Employer's share of the cost of such benefits, the terms and conditions by which  
33     such benefits are provided, and/or the means by which such benefits are provided, so long as any  
34     such modifications are applicable generally to non-union employees of the Medina County  
35     Commissioners.

36  
37     **23.02 National Health Care Program.**      In the event that during the term of this Agreement a  
38     National Health Care Program imposes new or additional payroll taxes/costs on the Employer, or  
39     reduces in whole or in part the deductibility to the Employer of its contribution to the health care  
40     plan, or modifies the coverage which is or may be provided by the Employer, the terms of the  
41     health care plan will be modified to the extent possible and permitted by law to conform with  
42     any such National Health Care Program and to the extent necessary to avoid any new or  
43     additional payroll taxes/costs or loss of deductibility.

44

1 **23.03 Wellness, Incentive and Other Programs.** The Employer may enter into wellness,  
2 incentive and other cost containment agreements with insurance providers at any time during the  
3 life of this Agreement. The Union and bargaining unit employees agree to participate in any  
4 educational program offered for this purpose, and further agree to comply with any and all  
5 policy/plan requirements of the provider/administrator. In addition to the wellness programs the  
6 Employer may offer other incentive programs or other programs to promote health of employees  
7 and address health insurance costs.  
8

9 **23.04 Preventive Services.** The inclusion of preventative services mandated under State  
10 and/or Federal law pertaining to group health plans will be covered by the plan, at mandated  
11 benefit levels, when using in-network providers. Mandated covered services are determined  
12 based upon a person's age and may include screenings and tests for diseases, vaccines, and  
13 immunizations, well baby and well child visits and periodic physical exams.  
14

15 **23.05 Federal or State Programs.** The insurance benefits provided in this Article shall be  
16 reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting  
17 from federal or state statutes requiring such benefits or by any employer paid insurance plan  
18 under which an employee may be listed as a spouse of dependent.  
19

20 **23.06 Employee Contributions.** Employees shall be capped at fifteen (15%) percent of the  
21 plan's actuarially estimated cost each month. Employee contributions may be increased during  
22 the term of this Agreement in the event the County raises the employee contributions for other  
23 non-union employees of the Medina County Commissioners.  
24

25 **23.07 Lower Level Benefit Plan.** There may be a lower level benefit plan if such is offered to  
26 other non-union employees of the Medina County Commissioners.  
27

28 **23.08 Employee Contribution Lower Level Plan.** Employees shall be capped at fifteen  
29 (15%) percent of the lower level plan actuarially estimated cost each month. Employee  
30 contributions may be increased during the term of this Agreement in the event the County raises  
31 the employee contributions for other non-union employees of the Medina County  
32 Commissioners covered by the lower level plan.  
33

34 **23.09 Life Insurance.** The Employer shall provide a group term life insurance policy for each  
35 full-time employee in the amount of thirty thousand (\$30,000.00) dollars.  
36

37 **23.10 Optional Life Insurance.** The Employer will make every effort, but does not guarantee,  
38 to permit any bargaining unit employee who desires to purchase at their cost additional life  
39 insurance through the County Plan.  
40

41 **23.11 Notice of Change of Carriers.** The Employer may change insurance carriers. Union  
42 must be given sixty (60) day advance notice of any change in carriers.  
43

44 **23.12 Spousal Coverage Limitations.** The spouse of any employee who is eligible to  
45 participate or becomes eligible to participate, as a current employee or retiree, in a group health  
46 insurance plan sponsored by his/her employer or retirement plan, must enroll with that Employer



- 1            f.      Becomes unable to perform his job duties due to serious illness or injury and is  
2                                unable to return to work upon the expiration of any applicable leave;  
3
- 4            g.      Is separated due to a disability or in ability to perform the essential functions of  
5                                their position;  
6
- 7            h.      Refuses recall or fails to report to work within fourteen (14) calendar days from  
8                                the date the Employer sends the employee a recall notice by regular and certified  
9                                mail, addressed to the employees last known address, unless he is physically  
10                                unable to do so as certified by the appropriate authority.  
11

12  
13      **ARTICLE 25**                                      **LAY-OFF AND RECALL**

14      **25.01 Layoff.**      Where, because of economy, consolidation or abolishment of functions,  
15                                curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of  
16                                its workforce, such reduction shall be made in accordance with the provisions of this Article.  
17

18      **25.02 Layoff by Seniority/Service.**      Employees within effected job titles shall be laid off  
19                                according to their relative seniority, i.e. their continuous uninterrupted service as a full-time  
20                                employee in the Medina County Sheriff's Office with the least senior being laid off first,  
21                                provided that all students, temporary, part-time, seasonal and probationary employees within the  
22                                effected job title(s), within the bargaining unit, are laid off first in the above respective order.  
23

24      **25.03 Displacement.**      Employees who are laid off from one (1) job title covered by this  
25                                Agreement or the Sergeant's Agreement may displace (bump) another employee with lesser  
26                                seniority in a lower rated job title within the bargaining unit.  
27

28      **25.04 Successive Displacement.**      Employees who are displaced (bumped) by a more senior  
29                                employee shall be able to displace (bump) another employee with lesser seniority in a lower  
30                                rated job title pursuant to the provision of paragraph 25.03, above.  
31

32      **25.05 Qualified to Displace.**      In all cases where one (1) employee is exercising his seniority to  
33                                displace (bump) another employee, his right to displace (bump) into another job title is subject to  
34                                the conditions that he is qualified for the position (including possessing all state mandated  
35                                training or completes such training within the statutory time allowed) and able to perform the  
36                                functions and duties of the position to which he is attempting to displace (bump) into.  
37

38      **25.06 Laid off Employee.**      At the end of the displacing (bumping) process, the employee who  
39                                is displaced (bumped) and unable to displace another employee pursuant to the above provisions,  
40                                shall be laid off.  
41

42      **25.07 Recall.**      Recalls shall be in the inverse order of lay-off and a laid off employee shall  
43                                retain his right to recall for two (2) years from the date of his lay-off.  
44

45      **25.08 Notice of Recall.**      Notice of recall shall be sent to the employee's address listed on the  
46                                Employer's records and shall be sent by certified mail. An employee who refuses recall or does

1    not report to work within fourteen (14) calendar days from the date the Employer mails the recall  
 2    notice, shall be considered to have resigned his position and forfeits all rights to employment  
 3    with the Employer.

4  
 5    **25.09 Notice of Layoff.**    Employee(s) scheduled for lay-off shall be given a minimum of  
 6    fifteen (15) calendar days advance notice of lay-off.

7  
 8  
 9    **ARTICLE 26    DRUG TESTING AND PHYSICALS**

10    **26.01 Annual Physical.**    The Employer may require an annual physical exam and may  
 11    implement a random drug testing procedure of employees. Such testing shall be at the sole  
 12    discretion of the Employer, with all physical exam and drug testing costs paid by the Employer.  
 13    Employees required to be tested or examined on off-duty time, shall be compensated for such  
 14    time.

15  
 16    **26.02 Meeting with Union.**    Prior to the commencement of such testing, the Employer will  
 17    meet with the Union to discuss, not negotiate, the procedures under which the testing will be  
 18    administered.

19  
 20  
 21    **ARTICLE 27    VEHICLES**

22    **27.01 Vehicles.**    Employees who are required or are specifically authorized to utilize their own  
 23    vehicles on the Employer's business shall be paid mileage according to general County practice.

24  
 25  
 26    **ARTICLE 28    LONGEVITY**

27    **28.01 Longevity.**    Employees hired prior to January 1, 2013 shall receive longevity payments  
 28    commencing upon the completion of five (5) years of full-time continuous employment with the  
 29    Employer. Longevity shall be increased every five (5) years through twenty-five (25) years of  
 30    employment pursuant to the following schedule:

31

| <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       |

32  
 33  
 34  
 35  
 36  
 37  
 38  
 39    **28.02 Annual Payment of Longevity.**    The above listed longevity payments shall be paid on  
 40    the employee's anniversary date. In order to be eligible for any of such payments, the employee  
 41    must have completed the necessary minimum length of service for the appropriate amount prior  
 42    to his anniversary date for such payment. Longevity payments shall be prorated on termination,  
 43    resignation or retirement.

44

1 **28.03 Adjustments to Longevity.** If, because of leave without pay, employment separation or  
2 break in continuous service, an employee does not work a full year, the amount payable shall be  
3 prorated to correspond to the actual length of service during the prior calendar year.

4  
5 **28.04 Eligibility for Longevity.** Employees hired after January 1, 2013 will not earn or be  
6 paid longevity.

7  
8  
9 **ARTICLE 29 EDUCATION PREMIUM, TRAINING, MEALS AND EXPENSES**

10 **29.01 Education Premium.** Any employee with an Associate's or Bachelor's Degree in Law  
11 Enforcement, Criminology or related field, as determined by the Employer, shall receive an  
12 additional forty (\$.40) cents or eighty (\$.80) cents per hour, respectively.

13  
14 **29.02 Required Training.** If the Sheriff orders an employee to obtain certification or training  
15 as a condition of employment, the Sheriff will pay for the training or certification and, in most  
16 circumstances, allow the employees to obtain the training or certification on work time. The  
17 Employer shall only pay for the employee's first attempt to successful training or certification. If  
18 the employee does not receive satisfactory approval as having met the standards necessary for  
19 the training or certification, the employee pays for any subsequent attempts to meet acceptable  
20 standards and shall conduct his attempts to meet standards on his own time.

21  
22 **29.03 Meals and Expenses.** The Employer shall reimburse employees for meals in  
23 accordance with County policy. Reimbursement for expenses incurred while driving personal  
24 vehicles shall be made in accordance with County policy.

25  
26  
27 **ARTICLE 30 RATES OF PAY**

28 **30.01 Rates of Pay.** Effective the first full pay period following ratification by both parties, all  
29 full-time technicians shall receive a 2.5 percent wage increase in accordance with the following  
30 pay schedule:

|                        | <u>Annual</u> | <u>Hourly</u> |
|------------------------|---------------|---------------|
| Step 1 (Start)         | \$45,667.44   | \$21.96       |
| Step 2 (6 months)      | \$47,223.80   | \$22.70       |
| Step 3 (after 1 year)  | \$48,801.48   | \$23.46       |
| Step 4 (after 2 years) | \$50,357.84   | \$24.21       |
| Step 5 (after 3 years) | \$51,914.20   | \$24.96       |

31  
32  
33  
34  
35 **30.02 Rates of Pay.** Effective the first full pay period in 2021, all full-time technicians shall  
36 receive a 2.5 percent wage increase in accordance with the following pay schedule:

|                        | <u>Annual</u> | <u>Hourly</u> |
|------------------------|---------------|---------------|
| Step 1 (Start)         | \$46,809.13   | \$22.50       |
| Step 2 (6 months)      | \$48,404.40   | \$23.27       |
| Step 3 (after 1 year)  | \$50,021.52   | \$24.05       |
| Step 4 (after 2 years) | \$51,616.79   | \$24.82       |
| Step 5 (after 3 years) | \$53,212.06   | \$25.58       |

1  
2 **30.03 Rates of Pay.** Effective the first full pay period in 2022, all full-time technicians shall  
3 receive a 2.5 percent wage increase in accordance with the following pay schedule:  
4

|                        | <u>Annual</u> | <u>Hourly</u> |
|------------------------|---------------|---------------|
| Step 1 (Start)         | \$47,979.35   | \$23.07       |
| Step 2 (6 months)      | \$49,614.50   | \$23.85       |
| Step 3 (after 1 year)  | \$51,272.05   | \$24.65       |
| Step 4 (after 2 years) | \$52,907.21   | \$25.44       |
| Step 5 (after 3 years) | \$54,542.36   | \$26.22       |

5  
6 **30.04 Initial Rate of Pay.** All newly hired full-time Communication Technicians shall be  
7 initially hired at Step 1. The Employer reserves the right to start a newly hired employee at a  
8 greater Step, based on previous work experience.  
9

10 **30.05 Paycheck Issuance.** Paychecks will normally be issued every other Friday with the  
11 Thursday night shift receiving their checks at the end of their work shift.  
12

13 **30.06 FTD and TAC Payments.** The Sheriff shall provide two hundred (\$200.00) dollars  
14 field training dispatching (FTD) pay for not less than three (3) FTD appointments per year, and  
15 shall pay two hundred (\$200.00) dollars to no less than two (2) TAC/Assistant TAC  
16 appointments per year. The Sheriff shall determine all FTD and TAC appointments. FTD and  
17 TAC appointments are not grievable.  
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



1 use is for convenience purposes only and it not to be interpreted to be discriminatory by reason  
2 of sex.  
3

4  
5 **ARTICLE 33 OBLIGATION TO NEGOTIATE**

6 **33.01 Opportunity to Make Proposals.** The Employer and the Union acknowledge that  
7 during negotiations which preceded this Agreement, each had the unlimited right and  
8 opportunity to make demands and proposals with respect to any subject or matter not removed  
9 by law from the area of collective bargaining/negotiations and that the understandings and  
10 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in  
11 this Agreement.  
12

13 **33.02 Waiver.** Therefore, for the life of this Agreement, the Employer and the Union each  
14 voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be  
15 obligated to negotiate collectively with respect to any subject or matter referred to, or covered in  
16 this Agreement, or with respect to any subject or matter not specifically referred to or covered in  
17 this Agreement, even though such subjects or matters may not have been within the knowledge  
18 or contemplation of either or both of the parties at the time they negotiated and signed this  
19 Agreement.  
20  
21

22 **ARTICLE 34 TOTAL AGREEMENT**

23 **34.01 Total Agreement.** This Agreement represents the entire agreement between the  
24 Employer and the Union and unless specifically and expressly set forth in the express written  
25 provisions of this Agreement, all rules, regulations, benefits and practices previously and  
26 presently in effect may be modified or discontinued at the sole discretion of the Employer. The  
27 wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio  
28 laws, including specifications under or related to those laws.  
29  
30

31 **ARTICLE 35 CONFORMITY TO LAW**

32 **35.01 Conformance to Law.** This Agreement shall be subject to and subordinated to any  
33 applicable present and future Federal and State Laws, and the invalidity of any provision(s) of  
34 this Agreement by reason of any such existing or future law shall not effect the validity of the  
35 surviving provisions.  
36

37 **35.02 Severance of Provisions, Survival of Agreement.** If the enactment of legislation, or a  
38 determination by a court of final and competent jurisdiction (whether in a proceeding between  
39 the parties or in one not between the parties but controlling by reason of the facts) renders any  
40 portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect  
41 the validity of the surviving provisions of this Agreement, which shall remain in full force and  
42 effect as if such invalid provision(s) thereof had not been included herein.  
43  
44

1 **ARTICLE 36 RESIDENCY**

2 **36.01 Residency Requirement.** As a condition of continued employment, all employees  
3 must reside within twenty (20) miles of the Medina City limits irrespective of County lines.  
4

5  
6 **ARTICLE 37 DURATION**

7 **37.01** This Agreement shall become effective at 12:01 A.M. the first full pay period following  
8 ratification by each of the parties and shall continue in full force and effect, along with any  
9 amendments made and annexed hereto until December 31, 2022. This Agreement supersedes  
10 any previously entered collective bargaining agreements.  
11

12  
13 **ARTICLE 38 DISCIPLINE**

14 **38.01 Discipline Process for Employees.** This procedure shall apply to all non-probationary  
15 employees covered by this Agreement. Employees in their probationary period shall have no  
16 right to appeal any discipline (see also Article 8). The suggested notices for discipline, appeal  
17 and a list of employee rights is attached at Appendix A.  
18

19 **38.02 Employee Rights in Discipline Procedure.** All employees shall have the following  
20 rights in the disciplinary procedure:  
21

- 22 A. An employee shall be entitled to representation by a Union representative at each  
23 step of the disciplinary procedure.  
24
- 25 B. An employee shall not be coerced, intimidated, or suffer any reprisals either  
26 directly or indirectly that may adversely affect his hours, wages, or working  
27 conditions as the result of the exercise of his rights under this procedure.  
28

29 **38.03 Employee Resignation.** An employee may resign following the service of a Notice  
30 of Discipline. Any such resignation will be processed in accordance with the Employer's Rules  
31 and Regulations and the employee's employment shall be terminated.  
32

33 **38.04 Discipline for Just Cause.** Discipline shall be imposed only for just cause. The  
34 specific acts for which discipline is being imposed and the penalty proposed shall be specified in  
35 the Notice of Discipline. The Notice of Discipline served on the employee shall  
36 contain a reference to dates, times and places, if possible.  
37

38 **38.05. Investigations and Investigatory Interviews.** In any investigatory interview between a  
39 bargaining unit employee and a member of the administration where it is reasonably expected  
40 that discipline of the employee being interviewed may result, the affected employee may request  
41 that a union representative be present. The employee shall be informed of the subject of the  
42 investigation before the interview. During an investigation the employee may be placed on  
43 administrative leave with pay.  
44

1 **38.06. Notice of Charges, Predisciplinary Conference.** Whenever the Employer determines  
2 that an employee may be reduced in pay, suspended with or without pay, demoted with reduction  
3 in pay, or terminated for disciplinary reasons, the Employer shall schedule a pre-disciplinary  
4 conference and notify the employee in writing of the charges that may form the basis for the  
5 disciplinary action together with written notification of the date, time, and place of the hearing.  
6 The employee may choose to:

- 7  
8 A. Appear at the pre-disciplinary conference to present an oral or written statement;  
9 B. Appear at the pre-disciplinary conference and have a Union representative and/or  
10 an OPBA attorney present an oral or written statement; or  
11 C. Elect in writing to waive the opportunity to have a pre-disciplinary conference.  
12

13 Failure to elect one of these options will be deemed a waiver of the employee's rights to a pre-  
14 disciplinary conference.  
15

16 At the pre-disciplinary conference, the employee and/or representatives shall have an opportunity  
17 to offer an explanation either orally or in writing to the charges prior to discipline being imposed,  
18 regarding the alleged misconduct. The employee may be accompanied by an OPBA  
19 representative during such response, if desired. Untruthfulness by the employee in the  
20 predisciplinary conference may result in additional disciplinary action. Upon the conclusion of  
21 the predisciplinary conference, a written report will be prepared by the person who conducted the  
22 predisciplinary conference concluding whether or not the alleged misconduct occurred.  
23

24 **38.07. Leave Without Pay Pending Criminal Charges.** Any employee charged with or under  
25 indictment for a felony or an offense of violence, who is not disciplined or discharged by the  
26 Employer, may be placed on a leave of absence without pay until resolution of the court  
27 proceedings. An employee may use accrued but unused vacation leave or any other paid leave  
28 except sick leave during such leave. An employee found guilty by the trial court, and if appealed  
29 the appeal is denied, of a felony shall be summarily discharged and will have no right to grieve  
30 or appeal the discharge.  
31

32 **39.08 Notice and Service of Discipline.** The Employer shall issue a written Notice of  
33 Discipline. The Notice of Discipline shall be made in writing and served on the employee  
34 personally or by registered or certified mail, return receipt requested.  
35

36 **38.09 Employee Response/Appeal of Discipline.** Upon receipt of the Notice of Discipline,  
37 the employee may choose to accept the proposed discipline or appeal by filing a written  
38 grievance with the Sheriff, at Step 3 of the Grievance Procedure. The grievance must be filed  
39 within five (5) days (as defined in the Grievance Procedure) from receipt of the Notice of  
40 Discipline.  
41

42 **38.10 Waiver of Appeal.** A failure to submit an appeal within the above time limit shall be  
43 construed as an agreement to the disciplinary action by the effected employee and Union. All  
44 subsequent appeal rights shall be deemed waived.  
45

1 **38.11 Resolution by the Parties.** A disciplinary matter may be settled at any time. The terms  
2 of the settlement shall be agreed to in writing. An employee executing a settlement shall be  
3 notified of the right to have a Union representative or to decline any such representation. A  
4 settlement entered into by an employee shall be final and binding on all parties. The Union shall  
5 be notified of all settlements.  
6

7 **38.12 Implementation of Discipline.** Discipline may be imposed concurrent with or  
8 subsequent to the decision at Step 3 of the Grievance Procedure.  
9

10 **38.13 Exclusive Process for Appeal of Discipline.** The Union on behalf of all the employees  
11 covered by this Agreement and its own behalf, hereby waives any and all rights previously  
12 possessed by such employees to appeal any form of disciplinary action (e.g., suspensions,  
13 demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.  
14  
15

16 **ARTICLE 39 GRIEVANCE PROCEDURE**

17 **39.01 Employee Right to Present Grievances.** Every employee shall have the right to  
18 present his grievance in accordance with the procedures provided herein, free from any  
19 interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the  
20 right to be represented by a person of his own choosing at all stages of the Grievance Procedure.  
21 It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if  
22 possible, at the lowest step of this procedure.  
23

24 **39.02 Definitions.** For the purposes of this procedure, the below listed terms are defined as  
25 follows:  
26

- 27 a) Grievance - A "grievance" shall be defined as a dispute or controversy arising  
28 from the misapplication or misinterpretation of the specific and express written  
29 provisions of this Agreement.  
30
- 31 b) Aggrieved Party - the "aggrieved party" shall be defined as only an employee or  
32 group of employees within the bargaining unit actually or the Union filing a  
33 grievance.  
34
- 35 c) Party in Interest - A "party in interest" shall be defined as any employee of the  
36 Employer named in the grievance who is not the aggrieved party.  
37
- 38 d) Days - A "day" as used in this procedure shall mean calendar days, excluding  
39 Saturdays, Sundays and the holidays as provided in this Agreement.  
40

41 **39.03 Grievance Procedure.** The following procedures shall apply to the administration of all  
42 grievances filed under this Grievance Procedure.  
43

- 44 a) Except at Step 1, all grievances shall include the name and position of the  
45 aggrieved party; the identity of the provisions of this Agreement involved in the

1                    grievance; the time and place where the alleged events or conditions constituting  
2                    the grievance took place; the identity of the party responsible for causing the  
3                    grievance, if known to the aggrieved party; and a general statement of the nature  
4                    of the grievance and the redress sought by the aggrieved party.  
5

6                    b)                Except at Step 1, all decisions shall be rendered in writing at each step of the  
7                    Grievance Procedure. Each decision shall be transmitted to the aggrieved party  
8                    and his representative, if any.  
9

10                  c)                If a grievance affects a group of employees working in different work locations,  
11                  with different principals, or associated with an employer-wide controversy, it may  
12                  be submitted at Step 3.  
13

14                  d)                The preparation and processing of grievances may be conducted during working  
15                  hours with the advance approval of the OIC, whose approval shall not be  
16                  unreasonably withheld.  
17

18                  e)                Nothing contained herein shall be construed as limiting the right of any employee  
19                  having a grievance to discuss the matter informally with any appropriate member  
20                  of the administration and having said matter informally adjusted without the  
21                  intervention of the Union, provided that the adjustment is not inconsistent with  
22                  the terms of this Agreement. In the event that any grievance is adjusted without  
23                  formal determination, pursuant to this procedure, while such adjustment shall be  
24                  binding upon the aggrieved party and shall, in all respects, be final, said  
25                  adjustment shall not create a precedent or ruling upon the Employer in future  
26                  proceedings.  
27

28                  f)                The aggrieved party may have a Union representative represent him at any step of  
29                  the Grievance Procedure.  
30

31                  g)                The existence of this Grievance Procedure, hereby established, shall be the sole  
32                  and exclusive method for resolving disputes and disagreements that may arise  
33                  pursuant to the terms of this Agreement.  
34

35                  h)                The time limits provided herein will be strictly adhered to and any grievance not  
36                  filed initially or appealed within the specified time limits shall be deemed waived  
37                  and void. If the Employer fails to reply within the specified time limit, the  
38                  grievance shall automatically move to the next step by default. The time limits  
39                  specified for either party may be extended only by written mutual agreement.  
40

41                  i)                This procedure shall not be used for the purpose of adding to, subtracting from, or  
42                  altering in any way, any of the provisions of this Agreement.  
43

44                  **39.04 Grievance Steps.** All grievances shall be administered in accordance with the following  
45                  steps of the Grievance Procedure.  
46

1      **Step 1: Immediate Supervisor**

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

9  
10      **Step 2: Division Commander**

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

16  
17      **Step 3: Sheriff**

18              If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2,  
19 a written appeal of the decision may be filed with the Sheriff within five (5) days from the date  
20 of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with  
21 the appeal. The Sheriff or his designee shall convene a hearing within ten (10) days of the  
22 receipt of the appeal. The hearing will be held with the aggrieved party, his Union representative  
23 and any other party necessary to provide the required information for the rendering of a proper  
24 decision. The Sheriff or his designee shall issue a written decision to the employee's Union  
25 representative with a copy to the employee, if the employee requests one, within fifteen (15)  
26 days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, it may  
27 proceed to arbitration pursuant to the Arbitration Procedure herein contained.  
28  
29

30      **ARTICLE 40**

**ARBITRATION PROCEDURE**

31      **40.01 Arbitration.** In the event a grievance is unresolved after being processed through all of  
32 the steps of the Grievance Procedure, unless mutually waived or having passed through the  
33 various steps by timely default of the Employer, then within twenty-one (21) calendar days after  
34 the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union  
35 may submit the grievance to arbitration. Within this twenty-one (21) calendar day period, the  
36 parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent  
37 panel created by this procedure. If such agreement is not reached, then the panel members'  
38 names will be stricken alternatively until one (1) name remains who shall be designated the  
39 arbitrator to hear the grievance in question.

40  
41      **40.02 Limits of Authority of Arbitrator.** The arbitrator shall have no power or authority to  
42 add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any

1 award requiring the commission of any act prohibited by law or make any award that itself is  
2 contrary to law or violates any of the terms and conditions of this Agreement.

3  
4 **40.03 Single Issue.** The arbitrator shall not decide more than one (1) grievance on the same  
5 hearing day(s), except by mutual written agreement of the parties.

6  
7 **40.04 Rules for Hearings.** The hearing or hearings shall be conducted pursuant to the “Rules  
8 of Voluntary Arbitration” of the American Arbitration Association.

9  
10 **40.05 Fees & Expenses.** The fees and expenses of the arbitrator and the cost of the hearing  
11 room, if any, will be borne by the party losing the grievance. All other expenses shall be borne  
12 by the party incurring them. Neither party shall be responsible for any of the expenses incurred  
13 by the other party. In the event of a split award the arbitrator's fees shall be split between the  
14 parties.

15  
16 **40.06 Decision Within 30 Days.** The arbitrator's decision and award shall be in writing and  
17 delivered within thirty (30) calendar days from the date the record is closed. The decision of the  
18 arbitrator shall be final and binding upon the parties.

19  
20 **40.07 Permanent Panel.** There is hereby created a permanent panel of arbitrators to be used  
21 for the selection of arbitration pursuant to this Arbitration Procedure. The Arbitrator will be  
22 chosen by the strike method. Those individuals placed on this panel shall be: 1) Daniel Zeiser;  
23 2) Jeff Belkin; 3) Gregory Szuter; 4) Tom Nowell; 5) Gregory Van Pelt; 6) James Mancini; and,  
24 7) Nels Nelson.

25  
26  
27 **ARTICLE 41 FAMILY AND MEDICAL LEAVE ACT**

28 **41.01 FMLA Leave.** Eligible employees shall be entitled to an FMLA leave of up to twelve  
29 (12) weeks in any twelve (12) month period. All paid leave credits (sick leave, vacation leave,  
30 holidays, etc.) shall be utilized before any unpaid FMLA leave, i.e. concurrent use of paid leaves  
31 with FMLA. FMLA shall be administered according to the County policy.

32  
33 **41.02 Use of Paid Leave.** The Employer agrees to comply with the provisions of the Family  
34 and Medical Leave Act. Sick leave, vacation time or any other form of leave used for any  
35 proposes for which an employee could have been eligible to use unpaid time under the Family  
36 and Medical Leave Act shall be deducted against the employee's twelve (12) weeks of FMLA  
37 leave.


**ARTICLE 42**


**EXECUTION**

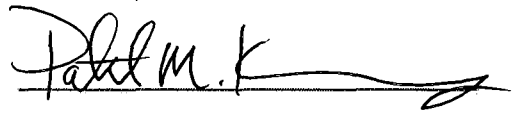
42.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 28 day of FEBRUARY, 2020.


FOR THE UNION:

FOR THE EMPLOYER:

  
George Gerken, OPBA Attorney

  
Thomas P. Miller, Sheriff



  
Ken Baca, Chief Deputy

Communications Rep

\_\_\_\_\_  
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.