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19-MED-10-1138
39129

AN AGREEMENT BETWEEN

THE MEDINA COUNTY SHERIFF'S OFFICE

and

THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL

for the

LIEUTENANTS

EFFECTIVE: Date of Ratification

EXPIRES: December 31, 2022

SERB Case No. 2019-MED-10-1138

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

2
3 **1.01 Parties.** This Agreement is hereby entered into by and between the Medina County
4 Sheriff, hereinafter referred to as the “Employer” and the Fraternal Order of Police, Ohio Labor
5 Council, Inc., hereinafter referred to as the “Union.”

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

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11 **ARTICLE 2** **PURPOSE AND INTENT**

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

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

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

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

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

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

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

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

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, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically, abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

26

27

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

29

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

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

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45 **5.03 Public Welfare.** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any

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

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

9
10
11 **ARTICLE 6** **NON-DISCRIMINATION**

12
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 disability.

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
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21 **ARTICLE 7** **DUES DEDUCTIONS**

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

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

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

35
36 **7.04 Remitted to Union.** A check in the amount of the total dues withheld from those
37 employees authorizing a dues deduction shall be tendered to the FOP, Ohio Labor Council, Inc.,
38 222 E. Town Street, Columbus, Ohio 43215-4611 or other such address as provided by the
39 Union from time to time, within thirty (30) days from the date of making said deductions.

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

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

2
3 **8.01 Promotional Probationary Period.** All newly promoted employees will be required to
4 serve a promotional probationary period of one (1) year. During such period, the Employer shall
5 have the sole discretion to demote such employee(s) to a position in his former
6 classification/rank in the Medina County Sheriff's Office and any such demotion shall not be
7 appealable through any grievance or appeal procedure contained herein to the State Personnel
8 Board of Review or to any Civil Service Commission. Lieutenants hired from outside the
9 Medina County Sheriff's Office will be terminated without right of appeal in any forum.

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

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

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21 **ARTICLE 9** **EMPLOYEE RIGHTS**

22
23 **9.01 Interrogations and Interviews of Employees.** Whenever an employee is subject to
24 interrogation by the Sheriff's Office for any reason that could lead to disciplinary action being
25 taken against him, such interrogation shall be conducted under the following conditions:

- 26
27 a. The interrogation shall be conducted at a reasonable hour, preferably at a time
28 when the employee is on duty, unless the seriousness of the investigation is of
29 such a degree that immediate action is required.
30
31 b. The employee will be informed of the subject matter when notified of an
32 interrogation and/or upon relief from duty, unless, in the Department's opinion,
33 such information would compromise the investigation, and the employee shall be
34 so informed.
35 At the time of interview, the employee under investigation must be informed of
36 the subject matter of the interrogation prior to giving a statement to the
37 investigator.
38
39 c. The employee under investigation must be informed of the person or persons who
40 will be conducting the questioning.
41
42 d. The length of questioning periods must be reasonable, with rest periods being
43 called periodically for personal necessities, meals, and telephone calls.
44
45 e. The employee may, at his discretion, have a Union representative present during
46 any interrogation and shall be granted reasonable periods of private consultation

1 with that Union representative. Where such representative is not immediately
2 available, the interrogation shall not be postponed for more than twenty-four (24)
3 hours. The representative may not advise the employee on how to answer
4 questions. Employees will be required to answer truthfully all questions asked of
5 them.

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

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

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

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

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

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

43
44 **9.06 Retention of Discipline.** Written reprimands and records of verbal reprimands that are
45 more than one (1) year old and records of suspensions that are more than four (4) years old shall

1 be expunged from an employee's personnel file, providing there has been no subsequent
2 discipline action during such period.

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

7
8 **9.08 Cost of Medical Examination.** In any instance where the Employer sends an employee
9 for a medical examination, the Employer shall pay the cost of the examination.

10
11 **9.09 Public Records Requests.** Subject to the public records laws, all public requests for
12 review of personnel records of current employees shall be processed as follows:

- 13
14 A) The Employer shall request the person asking for the records provide their name
15 and address.
16 B) The employee whose file is requested shall be advised in writing of such request.
17 C) An employee's representative shall be present during the reviewing of the records
18 to prevent any additions or removals from the file.
19
20

21 **ARTICLE 10** **ASSOCIATION REPRESENTATION**

22
23 **10.01 Employee Representation.** The parties recognize that it may be necessary for an
24 employee representative of the Union to leave a normal work assignment while acting in the
25 capacity of a representative for the purpose of meetings and/or processing potential grievances
26 under the grievance procedure. The Union recognizes the operational needs of the Employer and
27 will cooperate to keep to a minimum the time lost from work by representatives. Before leaving
28 an assignment pursuant to this section, the representative must obtain prior approval from the
29 Sheriff or designee. The employee shall suffer no loss in pay for time spent in the good faith
30 processing of grievances, and at any meetings at which the Employer and/or employee requests a
31 representative to be present.
32
33

34 **ARTICLE 11** **LABOR/MANAGEMENT COMMITTEE**

35
36 **11.01 Committee.** In the interest of sound labor/management relations, unless mutually
37 agreed otherwise, once each quarter on a mutually agreeable day and time, the Sheriff and/or his
38 designee(s) shall meet with not more than three (3) representatives of the Union to discuss
39 pending problems and to promote a more harmonious labor/management relationship.
40

41 **11.02 Agenda.** An agenda will be furnished at least five (5) working days in advance of the
42 scheduled meetings with a list of the matters to be taken up in the meeting, and the names of
43 those Union representatives who will be attending. The purpose of such meetings shall be to:

- 44
45 a. Discuss the administration of this Agreement;
46

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 Examinations.** 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
 7 retirement from the Medina County Sheriff's Office, any employee hired after January 1, 2013,
 8 who has not less than ten (10) years continuous employment with the Employer, and qualifies for
 9 retirement benefits from a State of Ohio Retirement System and retires, shall be entitled to
 10 convert unused sick leave, as certified by the Sheriff's office, to cash and be paid at the current
 11 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

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

25
 26
 27 **ARTICLE 13** **SICK LEAVE DONATION**
 28

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

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

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

1 **13.04 Retention of Donated Leave.** The recipient shall retain all donated sick leave.
2
3

4 **ARTICLE 14** **VACATIONS**
5

6 **14.01 Vacation Accumulation.** Each full-time employee shall earn and be entitled to paid
7 vacation in accordance with the following vacation schedule. Employees may not utilize any
8 vacation benefits during their first year of employment.
9

10 Upon completing their first year anniversary date, which shall be computed on the basis of
11 twenty-six (26) bi-weekly pay periods, employees are entitled to two (2) weeks' vacation.
12

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

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19 **14.02 Approval Required.** Vacation time shall be taken at a time approved by the Sheriff or
20 his designee.
21

22 **14.03 Transfer of Vacation Leave.** Any employee who has earned vacation time by reason of
23 being employed in this department shall be able to transfer his vacation time to another
24 department should he elect such a transfer.
25

26 **14.04 Conversion at Separation.** Any employee who resigns, is terminated, retires, or is
27 separated from employment by the Employer because of a reduction in force will receive pay for
28 their unused and accrued vacation time. In the case of resignation, they shall give two (2)
29 weeks' notice in writing to the Sheriff to be eligible for such payment.
30

31 **14.05 Annual Carryover.** Vacation time shall not be carried over from one (1) year to
32 another without the express written authorization of the Sheriff. Carried over vacation shall not
33 be forfeited.
34
35

36 **ARTICLE 15** **HOLIDAYS**
37

38 **15.01 Holidays.** All full-time employees shall receive the following paid holidays:
39

- | | |
|------------------------------|-----------------------------------|
| 40 1. New Year's Day | 46 6. Labor Day |
| 41 2. Martin Luther King Day | 47 7. Columbus Day |
| 42 3. President's Day | 48 8. Veterans Day |
| 43 4. Memorial Day | 49 9. Thanksgiving Day |
| 44 5. Independence Day | 50 10. Day after Thanksgiving Day |
| | 51 11. Christmas Day |

1 **15.02 Holidays observed.**
2

3 A. Weekday scheduled positions. Holidays shall be observed on the designated date for
4 members of this bargaining unit. If the holiday falls on a Saturday, it shall be
5 observed on the preceding Friday; if the holiday falls on a Sunday, it shall be
6 observed on the following Monday. If the holiday occurs while an employee is on
7 vacation leave, the vacation day will not be charged against such leave. An employee
8 shall receive holiday pay rather than paid sick leave for any holiday which occurs
9 when he is absent on sick leave. Holiday pay will not be given to any employee who
10 is on a leave of absence without pay.

11
12 B. 24 hour operations, shift positions. All full-time employees assigned to 24 hour
13 operations shift positions shall receive as compensation for the above holidays, an
14 amount of eight (8) hours holiday time for each holiday which may be taken off with
15 pay during the year. Any compensatory time not taken prior to December 1st shall be
16 paid at the employee's straight time rate in the first pay check in December. Any
17 prior practice of allowing employees to take holidays off before earning them is
18 eliminated.

19
20 **15.03 Scheduling Holiday Bank Time.** Holiday time may only be taken upon advance
21 request and approval of the Sheriff or designee.
22

23 **15.04 Personal Days.** In addition to the above holidays, all employees shall be entitled to two
24 (2) personal days per year, to be taken upon advance approval, with at least twenty-four (24)
25 hours' notice, unless the advance request is waived at the sole discretion of the Employer, or
26 designee. Unused personal days shall be paid by separate check in the first pay period in
27 December of each year.
28

29 **15.05 Holidays Worked.**
30

31 A. A full-time employee in weekday assignments who is required to work on a
32 recognized holiday shall receive compensation at his overtime rate of pay for all
33 hours actually worked, in addition to receiving his regular eight (8) hours holiday
34 pay.
35

36 B. Any full-time employee assigned to 24 hour operations shift position who is required
37 to work on Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day,
38 Independence Day, or Labor Day shall receive one and one-half (1 1/2) times their
39 regular hourly rate in addition to the holiday time designated in paragraph 15.02.
40 Any employee who works more than one (1) shift on the above holidays shall receive
41 two (2) times their regular hourly rate for all hours worked in excess of one (1) shift.
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1 **ARTICLE 16** **JURY DUTY LEAVE**

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3 **16.01 Jury Duty.** Any employee who is called for jury duty and reports or serves while
4 scheduled to work for the Employer shall suffer no loss in pay during such duty. The employee
5 shall be required to turn over all money received from the Court to the Employer. Employees
6 who are released from jury duty in courts in Medina County with 4 hours or more remaining on
7 their shift shall report to work for the remainder of their shift. Any employee who is called for
8 and serves jury duty on his or her regular work day, but is on a shift other than the day shift, and
9 serves for more than four (4) hours, shall receive straight time pay for all hours on their regular
10 shift. The Employer shall be notified of jury selection as soon as possible. The employee is
11 responsible for checking whether his jury duty is cancelled or postponed.
12

13
14 **ARTICLE 17** **FUNERAL LEAVE**

15
16 **17.01 Funeral Leave and Immediate Family.** An employee shall be granted time off with pay,
17 not to be deducted from sick leave, for the purposes of attending a funeral of a member of the
18 employee's immediate family. The employee shall be entitled to a maximum of three (3) work
19 days (24 hours) for each death in his immediate family. For the purposes of funeral leave,
20 "immediate family" shall be defined as to only include the employee's spouse, children or
21 parents, step-children, brother, sister, step-brother, step-sister and step-parents, grandchildren,
22 grandparents, step-grandparents, and step-grandchildren.
23

24 **17.02 Funeral Leave for Extended Family.** Up to three (3) days (24 hours) of funeral leave
25 shall be granted to attend the funeral of the employee's parents-in-law, brother- or sister-in-law,
26 aunts, uncles, grandchildren and grandparents of spouse, but such funeral leave shall be deducted
27 from the employee's sick leave.
28

29
30 **ARTICLE 18** **INJURY LEAVE, FITNESS FOR DUTY, DISABILITY SEPARATION**

31
32 **18.01 Injury Leave.** When an employee is injured in the line of duty or becomes ill with a
33 serious infectious disease as a result of performing his duties, as determined at the sole discretion
34 of the Employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per
35 incident. There will be a five (5) working day waiting period before this provision applies, in
36 which the employee may use sick leave. If the employee receives Workers' Compensation
37 benefits during the period of injury, the benefits shall be paid to the Employer and any sick days
38 used during the waiting period shall be restored to the employee to the percentage that Workers'
39 Compensation reimbursed the Employer.
40

41 **18.02 Discretionary Extension of Disability Leave.** If at the end of this ninety (90) calendar
42 day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be
43 extended for additional ninety (90) calendar day periods, or parts thereof.
44

45 **18.03 Examinations for Disability Leave.** The Employer shall have the right to require the
46 employee to have a physical exam by a physician appointed and paid by the Employer resulting

1 in the physician's certification that the employee is unable to work due to the injury as a
2 condition precedent to the employee receiving any benefits under this Article. The designated
3 physician's opinion shall govern whether the employee is actually disabled or not, but shall not
4 govern whether the Employer shall extend the period of leave or if the injury was duty related.
5

6 **18.04 Fitness for Duty Examinations, Disability Separation and Appeal.** Any employee
7 absent from work due to personal illness or injury, work related or not, may, at the Employer's
8 sole discretion, be required to have a physical exam by a physician appointed and paid by the
9 Employer resulting in the physician's certification that: 1) if the employee claims to be unable to
10 work, he is indeed unable to return to work; or 2) if the employee claims to be able to work, he is
11 indeed able to return to work and perform all of the duties and job functions related to his
12 employment as a condition to re-employment.
13

14 **18.05 Disability Separation.** At any time during a disability leave, extension of disability
15 leave, paid leaves, or an unpaid leave of absence an employee is determined to be unable to
16 perform the essential functions of his position the employee may be disability separated. Such
17 employee shall be afforded the pre-deprivation administrative process contained in this
18 Agreement in Article 38 prior to a proposed disability separation and will have the right to grieve
19 a disability separation.
20
21

22 **ARTICLE 19** **OVERTIME AND COURT TIME**
23

24 **19.01 Overtime.** All employees, for work actually performed in excess of forty (40) hours
25 within a one (1) week pay period, excluding shift changes, when approved of by the Sheriff, or
26 his designee, shall be compensated at the rate of one and one-half (1 ½) times his regular hourly
27 rate for all such work. All paid leave, except sick leave used subsequent to earned overtime,
28 shall count as work actually performed for purpose of overtime computation.
29

30 **19.02 Call-in, Court Time.** When approved by the Sheriff, or his designee, employees called
31 in to work or appearing in court on behalf of the Employer for a period of less than three (3)
32 hours, when the employee is not on duty, shall be compensated not less than three (3) hours
33 overtime-time pay.
34

35 An employee who is required to appear at court at the same time as the commencement of the
36 assigned shift shall be paid one (1) hour of overtime based on the payment selection made in
37 Article 21 for preparation and reporting early to the Sheriff's Office.
38

39 Employees shall not be eligible for call-in/court time for hours the employee is receiving
40 overtime compensation, any time the employee is performing duties on a grant, or when working
41 under a contract for services under the authority of the Employer. When performing duties on a
42 grant the employee shall only receive the actual time on call-in/court time that is not eligible
43 under the grant for payment.
44

45 **19.03 Work Schedule.** An employee's normal work schedule shall not be modified for the
46 sole purpose of avoiding earned overtime payments.

1
2 **19.04 Travel Time for Training.** The Employer shall pay employees at the applicable rate for
3 all approved travel time incurred in satisfying any assigned training obligation or function.
4
5

6 **ARTICLE 20** **HOURS OF WORK**
7

8 **20.01 Hours of Work.** The normally scheduled work week, but not guaranteed, for full-time
9 employees shall be forty (40) hours.
10

11
12 **ARTICLE 21** **COMPENSATORY TIME**
13

14 **21.01 Compensatory Time.** Employees may accrue compensatory time in lieu of overtime
15 pay up to a maximum of one hundred eighty (180) hours subject to the following conditions:

- 16 1. All employees will be paid overtime in cash unless the employee notifies the
17 Sheriff or designee in writing that overtime worked and earned should be
18 compensated by placing ninety (90) minutes in a compensatory time bank for
19 each one (1) hour of overtime worked.
- 20 2. Requests for payment of overtime in the form of compensatory time must be
21 made at least one (1) day before the commencement of any pay period and will
22 remain in effect until the employee requests that cash payment for overtime be
23 resumed.
- 24 3. After one hundred eighty (180) hours of compensatory time are accumulated, all
25 future overtime will be paid in cash.
- 26 4. Requests to use compensatory time must be submitted to the office of the Sheriff
27 or his designee no later than twenty-four (24) hours before the time requested is to
28 be taken unless the time limit is waived by the Sheriff or designee due to
29 emergency circumstances.
- 30 5. Compensatory time may be taken only with prior approval of the Sheriff or his
31 designee.
- 32 6. Employees may convert accumulated compensatory time to cash under the
33 following conditions:
 - 34 a. Any employee wishing to convert compensatory time to cash must notify
35 the Sheriff or designee in writing of the amount to be converted in the first
36 seven (7) days of May or November of each year.
 - 37 b. Employees may convert up to one-half (1/2) of the accumulated
38 compensatory time at the time conversion is requested.
 - 39 c. Payment for the time converted will be made as soon as practicable after
40 the request is received.
- 41 7. Employees will be paid for all accrued compensatory time at the current hourly
42 rate upon separation from employment.
43
44
45
46

1 **ARTICLE 22** **UNIFORM MAINTENANCE ALLOWANCE**

2
3 **22.01 New Hire Allowance.** Newly hired employees shall receive an initial issue allowance of
4 six hundred twenty-five (\$625.00) dollars within thirty (30) days of initial hire.

5
6 **22.02 Annual Allowance.** The Employer shall pay an annual uniform maintenance allowance
7 of one thousand three hundred (\$1,300.00) dollars. Such payments shall be made in June of each
8 calendar year and the Employer shall not require receipts from the employees. The Employer
9 shall continue to provide weapons, leather gear and necessary equipment as presently provided.

10
11 **22.03 Return of Uniforms and Equipment.** When an employee retires, resigns, or is
12 terminated, all serviceable uniforms and equipment purchased by the Employer must be
13 surrendered to the Employer.

14
15 **22.04 Protective Vests.** Any employee may receive a protective vest, providing the employee
16 wears such vest. In the event the employee fails to wear the vest, he shall reimburse the
17 Employer for the cost of the vest.

18
19 **22.05 Changes in Uniforms.** In the event that there is a change or addition to the current
20 uniform, the Employer shall bear the cost of any such change or addition in excess of the one
21 hundred (\$100.00) dollars applicable to said change or addition.

22
23 **22.06 Personal Property.** In the event that personal equipment or property are damaged or
24 destroyed while an employee is on duty, the Employer agrees to repair or replace said item,
25 unless negligence can be shown on the part of the employee. The Employer may effect a
26 procedure to effectuate this benefit.

27
28
29 **ARTICLE 23** **INSURANCES**

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

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

1 any such National Health Care Program and to the extent necessary to avoid any new or
2 additional payroll taxes/costs or loss of deductibility.

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

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

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

22
23 **23.06 Employee Contributions.** Employees shall contribute fifteen (15%) percent of the
24 plan's actuarially estimated cost each month. Employee contributions may be increased above
25 15% during the term of this Agreement in the event the County raises the employee contributions
26 above 15% for other non-union employees of the Medina County Commissioners.

27
28 **23.07 Lower Level Benefit Plan.** There may be a lower level benefit plan if such is offered to
29 other non-union employees of the Medina County Commissioners.

30
31 **23.08 Employee Contribution Lower Level Plan.** Employees shall contribute no more than
32 fifteen (15%) percent of the lower level plan actuarially estimated cost each month. Employee
33 contributions may be increased above 15% during the term of this Agreement in the event the
34 County raises the employee contributions above 15% for other non-union employees of the
35 Medina County Commissioners covered by the lower level plan.

36
37 **23.09 Life Insurance.** The Employer shall provide a group term life insurance policy for each
38 full-time employee in the amount of thirty thousand (\$30,000.00) dollars.

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

43
44 **23.11 Notice of Change of Carriers.** The Employer may change insurance carriers. Union
45 must be given sixty (60) day advance notice of any change in carriers.

1 **23.12 Spousal Coverage Limitations.** The spouse of any employee who is eligible to
2 participate or becomes eligible to participate, as a current employee or retiree, in a group health
3 insurance plan sponsored by his/her employer or retirement plan, must enroll with that Employer
4 or retirement plan for sponsored group insurance coverage. The spouse's plan will be considered
5 as primary coverage for the spouse. The spouse may opt to additionally enroll in Medina County
6 employee health plan, but the County's plan will only provide secondary coverage, and spousal
7 enrollment will require the employee to contribute to the monthly cost based upon the full
8 funding rates established on an annual basis by Medina County.
9

10 This requirement does not apply to any spouse who must pay more than fifty (50%)
11 percent of the single premium amount to participate in his/her employer or retirement group
12 health insurance plan.
13

14 The Employer will distribute a request for written certification verifying the spouse's
15 eligibility to participate in another group health plan. An employee's spouse will be removed
16 from the Medina County health plan if documentation is not provided within fourteen (14) days
17 of distribution.
18

19 It is the employee's responsibility to immediately notify Medina County of any
20 subsequent change in a spouse's eligibility to participate in his/her employer or retirement health
21 plan. If a spouse accepts a new job where coverage is available, he/she must immediately enroll
22 in that plan and the employee must notify Medina County within fourteen (14) days of any
23 change in their spouse's eligibility.
24

25
26 **ARTICLE 24** **SENIORITY**
27

28 **24.01 Bargaining Unit Seniority.** Bargaining unit employees will begin accruing seniority
29 when the employee is hired or promoted to the position of lieutenant. A newly hired or
30 promoted employee shall not have seniority during the probationary period but upon completion
31 of the probationary period seniority shall be retroactive to the employee's first day as a
32 lieutenant. Seniority will not accrue during periods of layoff. Employees who return to the
33 bargaining unit from layoff, disability separation, disability retirement, or the result of an
34 arbitration decision shall have their previous seniority restored at time of reinstatement and then
35 shall accrue seniority.
36

37 **24.02 Break in Seniority.** An employee's seniority shall be terminated when one (1) or more
38 of the following occur:

- 39 a. Resigns;
- 40 b. Is discharged for just cause;
- 41 c. Is laid-off for a period of time exceeding twenty-four (24) months;
- 42 d. Retires;
- 43 Fails to report for work for more than three (3) working days without having
44 given the Employer advance notice of his pending absence, unless he is physically
45 unable to do so as certified by the appropriate authority;

- 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 g. Is separated due to a disability or inability to perform the essential functions of
- 4 their position;
- 5 h. Refuses recall or fails to report to work within fourteen (14) calendar days from
- 6 the date the Employer sends the employee a recall notice by regular and certified
- 7 mail, addressed to the employees last known address, unless he is physically
- 8 unable to do so as certified by the appropriate authority.
- 9

10
11 **ARTICLE 25** **LAY-OFF AND RECALL**

12
13 **25.01 Layoff.** Where, because of economy, consolidation or abolishment of functions,
14 curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of
15 its workforce, such reduction shall be made in accordance with the provisions of this Article.

16
17 **25.02 Layoff by Seniority/Service.** Employees within effected job titles shall be laid off
18 according to their relative seniority, i.e. their continuous uninterrupted service (within the
19 bargaining unit) with the least senior being laid off first, provided that all students, temporary,
20 part-time, seasonal and probationary employees within the effected job title(s), within the
21 bargaining unit, are laid off first in the above respective order.

22
23 **25.03 Displacement.** Employees who are laid off from the job title covered by this
24 Agreement, and were promoted from within the Medina County Sheriff's Office may displace
25 (bump) another employee with lesser seniority in the rank last held by the employee in the
26 Medina County Sheriff's Office.

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

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

20
21
22 **ARTICLE 27 LONGEVITY**

23
24 **27.01 Longevity.** Employees hired prior to January 1, 2013 shall receive longevity payments
25 commencing upon the completion of five (5) years of full-time continuous employment with the
26 Employer. Such amount shall be increased every five (5) years through twenty-five (25) years of
27 employment pursuant to the following schedule:

28
29
30

<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

38

39 **27.02 Annual Payment of Longevity.** Longevity payments shall be paid on the employee's
40 anniversary date. In order to be eligible for longevity, the employee must have completed the
41 necessary minimum length of service for the appropriate amount prior to his anniversary date for
42 such payment. Longevity payments shall be prorated on termination, resignation or retirement.

43
44 **27.03 Adjustments to Longevity.** If, because of leave without pay, employment separation or
45 break in continuous service, an employee does not work a full year, the amount payable shall be
46 prorated to correspond to the actual length of service during the prior calendar year.

1 **27.04 Eligibility for Longevity.** Employees hired in the Medina County Sheriff's Office after
2 January 1, 2013, will not earn or be paid longevity.
3
4

5 **ARTICLE 28** **EDUCATION PREMIUM, TRAINING, MEALS, AND EXPENSES**
6

7 **28.01 Education Premium.** Any employee with an Associate's, Bachelor's Degree, or
8 Master's Degree in Law Enforcement, Criminology or related field, as determined by the
9 Employer, shall receive an additional forty (\$.40) cents, eighty (\$.80) cents, or \$1.00 per hour,
10 respectively, not cumulative.
11

12 **28.02 Required Training.** If the Sheriff orders an employee to obtain certification or training
13 as a condition of employment, the Sheriff will pay for the training or certification and, in most
14 circumstances, allow the employees to obtain the training or certification on work time. The
15 Employer shall only pay for the employee's first attempt to successful training or certification. If
16 the employee does not receive satisfactory approval as having met the standards necessary for
17 the training or certification, the employee pays for any subsequent attempts to meet acceptable
18 standards and shall conduct his attempts to meet standards on his own time.
19

20 **28.03 Meals and Expenses.** The Employer shall reimburse employees for meals in
21 accordance with County policy. Reimbursement for expenses incurred while driving personal
22 vehicles shall be made in accordance with County policy.
23

24 **28.04 Service Weapon.** Upon his/her retirement, any employee covered by this Agreement
25 may purchase his or her service weapon from the Employer for a cost of twenty-five dollars
26 (\$25.00), provided the employee retires on a full-service pension or through a disability pension
27 governed by the rules of the Public Employees Retirement System (LE). However, the employee
28 is not eligible to purchase said weapon if the retirement is based on a mental condition or a
29 mental disability.
30

31 **ARTICLE 29** **RATES OF PAY**
32

33 **29.01 Rates of Pay.** The rate of pay for all lieutenants shall be eighteen (18%) percent higher
34 than the highest paid sergeant as set forth in the collective bargaining agreement covering
35 Sergeants. The pay scale for lieutenants will be as follows:

	<u>Annual</u>	<u>Hourly</u>
2020 (effective first full pay period following ratification)	\$90,477.92	\$43.50
2021 (effective first full pay period)	\$92,739.87	\$44.59
2022 (effective first full pay period)	\$95,058.37	\$45.70

1 **29.02 Paycheck Issuance.** Paychecks will normally be issued every other Friday with the
2 Thursday night shift receiving the checks at the end of their work shift. This is subject to change
3 if done so by the County Auditor.
4

5
6 **ARTICLE 30** **HEADINGS**
7

8 **30.01 Headings.** It is understood and agreed that the use of headings before articles and
9 sections is for convenience only and that no heading shall be used in the interpretation of said
10 article or section nor effect any interpretation of any article or section.
11

12
13 **ARTICLE 31** **GENDER AND PLURAL**
14

15 **31.01 Contract Construction.** Whenever the context so requires, the use of words herein in
16 the singular shall be construed to include the plural, and words in the plural, the singular, and
17 words whether in the masculine, feminine or neuter gender shall be construed to include all of
18 said genders. By the use of either the masculine or feminine genders it is understood that said
19 use is for convenience purposes only and it not to be interpreted to be discriminatory by reason
20 of sex.
21

22
23 **ARTICLE 32** **OBLIGATION TO NEGOTIATE**
24

25 **32.01 Opportunity to Make Proposals.** The Employer and the Union acknowledge that
26 during negotiations which preceded this Agreement, each had the unlimited right and
27 opportunity to make demands and proposals with respect to any subject or matter not removed
28 by law from the area of collective bargaining/negotiations and that the understandings and
29 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in
30 this Agreement.
31

32 **32.02 Waiver.** Therefore, for the life of this Agreement, the Employer and the Union each
33 voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be
34 obligated to negotiate collectively with respect to any subject or matter referred to, or covered in
35 this Agreement, or with respect to any subject or matter not specifically referred to or covered in
36 this Agreement, even though such subjects or matters may not have been within the knowledge
37 or contemplation of either or both of the parties at the time they negotiated and signed this
38 Agreement.
39

40
41 **ARTICLE 33** **LEFT BLANK INTENTIONALLY**
42
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1 **ARTICLE 34** **TOTAL AGREEMENT**

2
3 **34.01 Total Agreement.** This Agreement represents the entire agreement between the
4 Employer and the Union and unless specifically and expressly set forth in the express written
5 provisions of this Agreement, all rules, regulations, benefits and practices previously and
6 presently in effect may be modified or discontinued at the sole discretion of the Employer. The
7 wages, hours, terms and conditions of employment in this Agreement supersede any related Ohio
8 laws, including specifications under or related to those laws.
9

10
11 **ARTICLE 35** **CONFORMITY TO LAW**

12
13 **35.01 Conformance to Law.** This Agreement shall be subject to and subordinated to any
14 applicable present and future Federal and State Laws, and the invalidity of any provision(s) of
15 this Agreement by reason of any such existing or future law shall not affect the validity of the
16 surviving provisions.
17

18 **35.02 Severance of Provisions, Survival of Agreement.** If the enactment of legislation, or a
19 determination by a court of final and competent jurisdiction (whether in a proceeding between
20 the parties or in one not between the parties but controlling by reason of the facts) renders any
21 portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect
22 the validity of the surviving provisions of this Agreement, which shall remain in full force and
23 effect as if such invalid provision(s) thereof had not been included herein.
24

25
26 **ARTICLE 36** **RESIDENCY**

27
28 **36.01 Residency Requirement.** As a condition of continued employment, all employees must
29 reside within twenty (20) miles of the Medina City limits irrespective of County lines.
30

31
32 **ARTICLE 37** **DURATION**

33
34 **37.01 Duration.** This Agreement shall become effective at 12:01 A.M. the first full pay period
35 following ratification by each of the parties and shall continue in full force and effect, along
36 with any amendments made and annexed hereto, until midnight, December 31, 2022. This
37 Agreement supersedes any previously entered collective bargaining agreements.
38

39 **37.02 Notice to Negotiate.** If either party desires to modify or amend this agreement, it shall
40 give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration
41 date, nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such
42 notice shall be by certified mail with return receipt requested. In the event that no notice is given
43 by either party, this agreement shall be automatically renewed from year to year thereafter.
44
45
46

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

2
3 **38.01 Discipline Process for Employees.** This procedure shall apply to all non-probationary
4 employees covered by this Agreement. Employees in their probationary period shall have no
5 right to appeal any discipline (see also Article 8). (note: This sentence not in current language.)
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 Discipline. The Notice of Discipline served on the employee shall contain a reference
24 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 FOP 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 representative 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 FOP representative
4 during such response, if desired. Untruthfulness by the employee in the predisciplinary
5 conference may result in additional disciplinary action. Upon the conclusion of the
6 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 Service of Discipline.** The Employer shall issue a written Notice of Discipline. The
18 Notice of Discipline shall be made in writing and served on the employee personally or by
19 registered or certified mail, return receipt requested.
20

21 **39.09 Employee Response/Appeal of Discipline.** Upon receipt of the Notice of Discipline, the
22 employee may choose to accept the proposed discipline or appeal by filing a written grievance
23 with the Sheriff, at Step 3 of the Grievance Procedure. The grievance must be filed at Step 3
24 within five (5) days (as defined in the Grievance Procedure) from receipt of the Notice of
25 Discipline.
26

27 **38.10 Waiver of Appeal.** A failure to submit an appeal within the above time limit shall be
28 construed as an agreement to the disciplinary action by the effected employee and Union. All
29 subsequent appeal rights shall be deemed waived.
30

31 **38.11 Resolution by the Parties.** A disciplinary matter may be settled at any time. The terms
32 of the settlement shall be agreed to in writing. An employee executing a settlement shall be
33 notified of the right to have a Union representative or to decline any such representation. A
34 settlement entered into by an employee shall be final and binding on all parties. The Union shall
35 be notified of all settlements.
36

37 **38.12 Implementation of Discipline.** Discipline may be imposed concurrent with or
38 subsequent to the decision at Step 3 of the Grievance Procedure.
39

40 **38.13 Exclusive Process for Appeal of Discipline.** The Union on behalf of all the employees
41 covered by this Agreement and its own behalf, hereby waives any and all rights previously
42 possessed by such employees to appeal any form of disciplinary action (e.g., suspensions,
43 demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.
44
45
46

1 **ARTICLE 39** **GRIEVANCE PROCEDURE**

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

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

- 12
13 a) Grievance - A “grievance” shall be defined as a dispute or controversy arising
14 from the misapplication or misinterpretation of the specific and express written
15 provisions of this Agreement.
16
17 b) Aggrieved Party - the “aggrieved party” shall be defined as only an employee or
18 group of employees within the bargaining unit actually or the Union filing a
19 grievance.
20
21 c) Party in Interest - A “party in interest” shall be defined as any employee of the
22 Employer named in the grievance who is not the aggrieved party.
23
24 d) Days - A “day” as used in this procedure shall mean calendar days, excluding
25 Saturdays, Sundays and the holidays as provided in this Agreement.
26

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

- 29
30 a) Except at Step 1, all grievances shall include the name and position of the
31 aggrieved party; the identity of the provisions of this Agreement involved in the
32 grievance; the time and place where the alleged events or conditions constituting
33 the grievance took place; the identity of the party responsible for causing the
34 grievance, if known to the aggrieved party; and a general statement of the nature
35 of the grievance and the redress sought by the aggrieved party.
36
37 b) Except at Step 1, all decisions shall be rendered in writing at each step of the
38 Grievance Procedure. Each decision shall be transmitted to the aggrieved party
39 and his representative, if any.
40
41 c) If a grievance affects a group of employees working in different work locations,
42 with different principals, or associated with an employer-wide controversy, it may
43 be submitted at Step 3.
44

- 1 d) The preparation and processing of grievances may be conducted during working
2 hours with the advance approval of the OIC, whose approval shall not be
3 unreasonably withheld.
- 4
- 5 e) Nothing contained herein shall be construed as limiting the right of any employee
6 having a grievance to discuss the matter informally with any appropriate member
7 of the administration and having said matter informally adjusted without the
8 intervention of the Union, provided that the adjustment is not inconsistent with
9 the terms of this Agreement. In the event that any grievance is adjusted without
10 formal determination, pursuant to this procedure, while such adjustment shall be
11 binding upon the aggrieved party and shall, in all respects, be final, said
12 adjustment shall not create a precedent or ruling upon the Employer in future
13 proceedings.
- 14
- 15 f) The aggrieved party may have a Union representative represent him at any step of
16 the Grievance Procedure.
- 17
- 18 g) The existence of this Grievance Procedure, hereby established, shall be the sole
19 and exclusive method for resolving disputes and disagreements that may arise
20 pursuant to the terms of this Agreement.
- 21
- 22 h) The time limits provided herein will be strictly adhered to and any grievance not
23 filed initially or appealed within the specified time limits shall be deemed waived
24 and void. If the Employer fails to reply within the specified time limit, the
25 grievance shall automatically move to the next step by default. The time limits
26 specified for either party may be extended only by written mutual agreement.
- 27
- 28 i) This procedure shall not be used for the purpose of adding to, subtracting from, or
29 altering in any way, any of the provisions of this Agreement.
- 30

31 **39.04 Grievance Steps.** All grievances shall be administered in accordance with the following
32 steps of the Grievance Procedure.

33
34 **Step 1:**

35
36 Immediate Supervisor. An employee who believes he may have a grievance shall notify
37 his immediate supervisor (Captain or Chief Deputy) of the possible grievance within five (5)
38 days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an
39 informal meeting with the employee within five (5) days of the date of the notice by the
40 employee. The supervisor and the employee will discuss the issues in dispute with the objective
41 of resolving the matter informally. The supervisor will issue a written decision.

42
43 **Step 2:**

44
45 Sheriff. If the aggrieved party is not satisfied with the written decision at the conclusion
46 of Step 1, a written appeal of the decision may be filed with the Sheriff within five (5) days from

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

10
11
12 **ARTICLE 40** **ARBITRATION PROCEDURE**

13
14 **40.01 Arbitration.** In the event a grievance is unresolved after being processed through all of
15 the steps of the Grievance Procedure, unless mutually waived or having passed through the
16 various steps by timely default of the Employer, then within twenty-one (21) calendar days after
17 the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the Union
18 may submit the grievance to arbitration. Within this twenty-one (21) calendar day period, the
19 parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent
20 panel created by this procedure. If such agreement is not reached, then the panel members'
21 names will be stricken alternatively until one (1) name remains who shall be designated the
22 arbitrator to hear the grievance in question.

23
24 **40.02 Limits of Authority of Arbitrator.** The arbitrator shall have no power or authority to
25 add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any
26 award requiring the commission of any act prohibited by law or make any award that itself is
27 contrary to law or violates any of the terms and conditions of this Agreement.

28
29 **40.03 Single Issue.** The arbitrator shall not decide more than one (1) grievance on the same
30 hearing day(s), except by mutual written agreement of the parties.

31
32 **40.04 Rules for Hearings.** The hearing or hearings shall be conducted pursuant to the "Rules
33 of Voluntary Arbitration" of the American Arbitration Association.

34
35 **40.05 Fees & Expenses.** The fees and expenses of the arbitrator and the cost of the hearing
36 room, if any, will be borne by the party losing the grievance. All other expenses shall be borne
37 by the party incurring them. Neither party shall be responsible for any of the expenses incurred
38 by the other party. In the event of a split award the arbitrator's fees shall be split between the
39 parties.

40
41 **40.06 Decision Within 30 Days.** The arbitrator's decision and award shall be in writing and
42 delivered within thirty (30) calendar days from the date the record is closed. The decision of the
43 arbitrator shall be final and binding upon the parties.

44
45 **40.07 Permanent Panel.** There is hereby created a permanent panel of arbitrators to be used
46 for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals

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

3
4
5 **ARTICLE 41** **FAMILY AND MEDICAL LEAVE ACT**

6
7 **41.01 FMLA Leave.** Eligible employees shall be entitled to an FMLA leave of up to twelve
8 (12) weeks in any twelve (12) month period. All paid leave credits (sick leave, vacation leave,
9 holidays, etc.) shall be utilized concurrent with any unpaid FMLA leave, i.e. concurrent use of
10 paid leaves with FMLA. FMLA shall be administered according to the County policy.

11
12 **41.02 Use of Paid Leave.** The Employer agrees to comply with the provisions of the Family
13 and Medical Leave Act. Sick leave, vacation time or any other form of leave used for any
14 proposes for which an employee could have been eligible to use unpaid time under the Family
15 and Medical Leave Act shall be deducted against the employee's twelve (12) weeks of FMLA
16 leave.

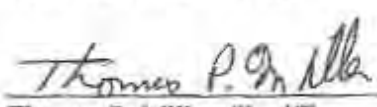
1 **ARTICLE 42** **EXECUTION**

2
3 **42.01** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly
4 executed this 30 day of March, 2020.

5
6 FOR THE UNION:

FOR THE EMPLOYER:

7
8 
9 _____
10 Lucy DiNardo, FOP/OLC Attorney



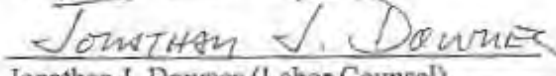
Thomas P. Miller, Sheriff

11 
12 _____



Ken Baca, Deputy Chief

13
14 _____



Jonathan J. Downes (Labor Counsel)

NOTICE OF ORDER OF DISCIPLINE

1
2
3 TO:

4
5 FROM:

6
7 DATE:

8
9 SUBJECT: Notice of Discipline

10
11 You are hereby notified that your Employer proposes the following disciplinary action
12 against you:

13
14
15
16
17
18
19
20
21
22 You have certain rights regarding the appeal of the above disciplinary action. Please read
23 the attached information regarding these rights.

24
25
26
27
28 _____
SHERIFF

APPEAL OR ACCEPTANCE OF DISCIPLINE

To The Employee:

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

_____ I AGREE WITH AND ACCEPT THE DISCIPLINE

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

REASONS:

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

Signature: _____

Date: _____

Approved: _____ Date: _____

Sheriff's Signature: _____

