



01/13/2023
1581-04
22-MED-09-1043
42749



AN AGREEMENT

between

THE MEDINA COUNTY SHERIFF'S OFFICE

and

**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

DEPUTY and DEPUTY DETECTIVE

SERB Case Number 2022-MED-09-1040

EFFECTIVE: January 1, 2023

EXPIRES: DECEMBER 31, 2025

TABLE OF CONTENTS

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

ARTICLE 32	HEADINGS	26
ARTICLE 33	GENDER AND PLURAL	26
ARTICLE 34	OBLIGATION TO NEGOTIATE	26
ARTICLE 35	TOTAL AGREEMENT	27
ARTICLE 36	CONFORMITY TO LAW	27
ARTICLE 37	LEAVE CONVERSIONS	27
ARTICLE 38	DURATION	27
ARTICLE 39	DISCIPLINE	28
ARTICLE 40	GRIEVANCE PROCEDURE	30
ARTICLE 41	ARBITRATION PROCEDURE	32
ARTICLE 42	FAMILY AND MEDICAL LEAVE ACT	33
EMPLOYEE RIGHTS REGARDING APPEAL OF DISCIPLINE	37
RIGHTS		37

- 1
- 2 1) hire, discharge, transfer, suspend and discipline employees for just cause;
- 3 2) determine the number of persons required to be employed, or laid off;
- 4 3) determine the qualifications of employees;
- 5 4) determine the starting and quitting time and the number of hours to be worked by
- 6 its employees;
- 7 5) make any and all reasonable rules and regulations;
- 8 6) determine the work assignments of its employees;
- 9 7) determine the basis for selection, retention and promotion of employees to or for
- 10 positions not within the bargaining unit established by this Agreement;
- 11 8) determine the type of equipment used and the sequence of work processes;
- 12 9) determine the making of technological alterations by revising either process or
- 13 equipment, or both;
- 14 10) determine work standards and the quality and quantity of work to be produced;
- 15 11) select and locate buildings and other facilities;
- 16 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 17 13) consolidate, merge, or otherwise transfer any or all of its facilities, property,
- 18 processes or work with or to any other municipality or entity or effect or change in
- 19 any respect the legal status, management or responsibility of such property,
- 20 facilities, processes of work;
- 21 14) terminate or eliminate all or any part of its work or facilities.
- 22

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

28

29

30 **ARTICLE 5**

NO-STRIKE

31

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

36

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

44

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

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

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

10 **ARTICLE 6** **NON-DISCRIMINATION**

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

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

20 **ARTICLE 7** **DUES DEDUCTIONS**

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

26 **7.02 Union Certification of Dues.** The initiation fees or dues so deducted shall be in the
27 amounts established by the Union from time to time in accordance with its Constitution and
28 Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees
29 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 from
40 any and all liabilities or damages which may arise from the performance of its obligations under
41 this Article and the Union shall indemnify the Employer for any such liabilities or damages that
42 may arise.
43
44

- 1 d. The length of questioning periods must be reasonable, with rest periods being called
2 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 soon
14 as possible. Only findings of a “sustained” internal investigation will be placed in
15 an employee’s personnel file. Investigations found other than as “sustained” will
16 be kept by the Employer in a file separate from the employee’s personnel file.
17
- 18 g. An “interrogation” under this Article means the employee is being asked specific
19 questions about his conduct after the Department has conducted a preliminary fact-
20 finding investigation and has determined that reasonable grounds may exist for
21 disciplinary action against an employee.
22

23 **9.02 Instructions to Employees in Investigations.** Before an employee may be charged with
24 any violation of the Rules and Regulations for a refusal to answer questions or participate in an
25 investigation, he shall be advised that his refusal to answer such questions or participate in an
26 investigation may be the basis for such a charge.
27

28 **9.03 Opportunity to Review Documents, etc.** A disciplined employee shall have the
29 opportunity to review all pertinent written documents, including citizen complaints and internal
30 investigation reports, upon which the discipline is based prior to the 3rd Step grievance hearing.
31

32 **9.04 Review of Personnel File.** An employee may review his personnel file, except
33 confidential information (e.g., pre-employment reports, medical reports labeled confidential, etc.).
34 An employee may add memoranda to the file clarifying any documents contained in the file and
35 may have a representative of the Union present when reviewing his file. The Employer may also
36 have a representative present. A request for copies of items included in the file shall be honored.
37

38 **9.05 Civilian Complaints.** Civilian complaints that are not in writing, resulting in disciplinary
39 action against employees, shall be put in writing and attested to by a responsible Sheriff's Office
40 Official. If the civilian complaint is investigated and placed in the employee's personnel file, it
41 shall be marked with respect to final disposition. Only civilian complaints that are investigated and
42 found to be “sustained” will be placed in the employee’s personnel file. Civilian complaints that
43 are other than “sustained” shall be kept in a file separate from the employee’s personnel file.
44

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

1 be removed from an employee's personnel file upon request of the employee, providing there has
2 been no subsequent 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 involves
6 criminal activity.

7
8 **9.08 Cost of Medical Examinations.** 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 Parties to Investigate.** During the conduct of an internal investigation, to the extent
12 possible, deputies shall not investigate Deputies and Corrections Officers shall not investigate
13 Corrections Officers. To the extent reasonable, an internal investigation shall be conducted by
14 Supervisors and/or Officers.

15
16 **9.10 Public Records Requests.** Subject to the public records laws, all public requests for
17 review of personnel records of current employees shall be processed as follows:

- 18
19 A) If the information is available, the Employer will provide the employee with the
20 name of the individual requesting the employee's personnel records.
21
22 B) The employee whose file is requested shall be advised in writing of such request.
23
24 C) An employee's representative shall be present during the reviewing of the records
25 to prevent any additions or removals from the file.
26

27 **ARTICLE 10 ASSOCIATION REPRESENTATION**

28
29 **10.01 Employee Representation.** The parties recognize that it may be necessary for an
30 employee representative of the Union to leave a normal work assignment while acting in the
31 capacity of a representative for the purpose of meetings and/or processing potential grievances
32 under the grievance procedure. The Union recognizes the operational needs of the Employer and
33 will cooperate to keep to a minimum the time lost from work by representatives. Before leaving
34 an assignment pursuant to this section, the representative must obtain prior approval from the
35 Sheriff or designee. The employee shall suffer no loss in pay for time spent in the good faith
36 processing of grievances, and at any meetings at which the Employer and/or employee requests a
37 representative to be present.
38

39 **ARTICLE 11 LABOR/MANAGEMENT COMMITTEE**

40
41 **11.01 Committee.** In the interest of sound labor/management relations, unless mutually agreed
42 otherwise, once each quarter on a mutually agreeable day and time, the Sheriff and/or his
43 designee(s) shall, upon request, meet with not more than three (3) representatives of the Union to
44 discuss pending problems and to promote a more harmonious labor/management relationship.
45

1 **11.02 Agenda.** An agenda will be furnished at least five (5) working days in advance of the
2 scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those
3 Union representatives who will be attending. The purpose of such meetings shall be to:
4

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

17
18 **11.03 Special Meetings.** It is further agreed that if special labor/management meetings have
19 been requested, and mutually agreed upon, they shall be convened as soon as feasible.
20

21 **11.04 Release of One Employee.** Up to two (2) employee representatives who are scheduled to
22 be at work during the time of this meeting, may, at the Sheriff's discretion, be able to attend this
23 meeting with no loss of pay. It is further agreed that any employee on duty may be required to
24 return to work if an emergency arises during this meeting.
25

26 **ARTICLE 12** **SICK LEAVE**

27
28 **12.01 Reasons for Sick Leave.** Sick leave shall be defined as an absence with pay necessitated
29 by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease
30 communicable to other employees; and/or 3) serious illness, injury where the employee's presence
31 is reasonably necessary.
32

33 **12.02 Accumulation of Sick Leave.** All employees shall earn sick leave at the rate of four and
34 six-tenths (4.6) hours for every eighty (80) hours paid and may accumulate such sick leave to an
35 unlimited amount.
36

37 **12.03 Notices for Use of Sick Leave.** An employee who is to be absent on sick leave shall notify
38 the Employer of such absence and the reason therefore at least one (1) hour before the start of his
39 work shift each day he is to be absent. Sick leave may not be taken following an employee's notice
40 of separation unless the employee produces a doctor's note. Employees shall make reasonable
41 efforts to schedule medical appointments that do not conflict with their scheduled shifts. In the
42 event a medical appointment does conflict with an employee's scheduled shift, the employee shall
43 make reasonable efforts to work their scheduled shift before and/or after the medical appointment.
44

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

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

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

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

19
20 **12.08 Sick Leave Occurrences.** An occurrence is any consecutive calendar day period for
21 which an employee is absent from work for an allowable use of sick leave which is not supported
22 by medical documentation.

23
24 For each six (6) month period beginning with the employee's first occurrence in a rolling six (6)
25 month period, if an employee reaches three (3) sick leave occurrences, the Sheriff/designee shall
26 have a conference with the employee. The purpose of the conference will be to determine if there
27 is a justifiable reason for the level of occurrences. If no justifiable reason is determined, a
28 discussion will take place with respect to the sick leave policy. If a justifiable reason is determined
29 for the sick leave, a written notice shall be placed in the employee's file eliminating the sick leave
30 occurrence or occurrences.

31
32 Should an employee reach four (4) occurrences in a six (6) month period, the employee may be
33 subject to the provisions of the corrective action policy. Subsequent occurrences in the same six
34 (6) month period shall also subject the employee to progressive corrective action.

35
36 **12.09 Pattern Use of Sick Leave.** A pattern use of sick leave may be the basis for corrective
37 action/discipline. A formal warning will be issued when patterned abuse is initially suspected
38 unless the circumstances warrant more severe corrective action/discipline. The issuance of a
39 formal warning is not appealable. If there is subsequent corrective action/discipline, the employee
40 may present the objection letter in any subsequent grievance arbitration procedure.

41
42 **12.10 Fitness for Duty Examination.** The Sheriff may require an employee who has been absent
43 due to personal illness or injury, prior to and as a condition of his return to duty, to be examined
44 by a physician designated and paid by the Employer, to establish that he is not disabled from the
45 performance of his duties and that his return to duty will not jeopardize the health and safety of
46 other employees.

12.11 Eligible Family Sick Leave. Employees shall be eligible to use sick leave when the use of sick leave is due to illness or injury of the employee's spouse, domestic partner who has resided with the employee for at least 12 months (if certified by affidavit), children, parents residing with the employee, or minor over whom the employee is legal guardian.

12.12 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.

12.13 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.

1
2 **13.02 Written Requests for Donations.** When an employee or someone on his behalf requests
3 sick leave donations, he shall notify the Sheriff in writing. The Sheriff will then post a notice for
4 ten (10) working days informing employees about the request for sick leave donations. No
5 donations shall be made after ten (10) working days. All donations are voluntary.

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

11
12 **13.04 Retention of Donated Leave.** The recipient shall retain all donated sick leave.
13

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

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

<u>Length of Service</u>	<u>Bi-Weekly Accrual</u>	<u>Annual Accrual</u>
After date of hire	3.1 hours	80 hours (2 weeks)
After five (5) years	4.6 hours	120 hours (3 weeks)
After ten (10) years	6.2 hours	160 hours (4 weeks)
After twenty (20) years	7.7 hours	200 hours (5 weeks)
After twenty six (26) years	9.23 hours	240 hours (6 weeks)

21
22
23
24
25
26
27
28
29 An employee may accrue up to the maximum hours set forth below. Vacation time shall not accrue
30 past the Maximum Vacation Accumulations listed below.

<u>Length of Service</u>	<u>Maximum Vacation Accumulation</u>
After date of hire	240 hours (6 weeks)
After five (5) years	360 hours (9 weeks)
After ten (10) years	480 hours (12 weeks)
After twenty (20) years	640 hours (16 weeks)
After twenty six (26) years	640 hours (16 weeks)

31
32
33
34
35
36
37
38
39 **14.02 Approval Required.** Vacation time shall be taken at a time approved by the Sheriff or his
40 designee.

41
42 **14.03 Transfer of Vacation Leave.** Any employee who has earned vacation time by reason of
43 being employed in this department shall be able to transfer his vacation time to another department
44 should he elect such a transfer.
45

1 **14.04 Conversion at Separation.** Any employee who resigns, is terminated, retires, or is
2 separated from employment by the Employer because of a reduction in force will receive pay for
3 their unused and accrued vacation time. In the case of resignation, they shall give two (2) weeks'
4 notice in writing to the Sheriff to be eligible for such payment.

5
6 **14.05 Vacation Leave Carryover.** Vacation time shall automatically carry over from one year
7 to another subject to the maximum accumulations set forth in Section 14.01.
8

9 **ARTICLE 15** **HOLIDAYS**

10
11 **15.01 Holidays.** All full-time employees shall receive the following paid holidays:

- | | | |
|----|---------------------------|--------------------------------|
| 12 | 1. New Year's Day | 7. Labor Day |
| 13 | 2. Martin Luther King Day | 8. Columbus Day |
| 14 | 3. President's Day | 9. Veterans Day |
| 15 | 4. Memorial Day | 10. Thanksgiving Day |
| 16 | 5. Independence Day | 11. Day after Thanksgiving Day |
| 17 | 6. Juneteenth | 12. Christmas Day |

18
19 **15.02 Holidays Bank Time.** All full-time employees, except Detectives, shall receive as
20 compensation for the above holidays, an amount of eight (8) hours holiday time for each holiday
21 which may be taken off with pay during the year. The holiday time will be credited to the
22 employee's holiday time bank in the pay period the holiday occurs. Any holiday time not taken
23 prior to December 1st shall be paid pursuant to Article 37, Leave Conversions. Any prior practice
24 of allowing employees to take holidays off before earning them is eliminated.
25

26 **15.03 Scheduling Holiday Bank Time.** Holiday time may only be taken upon advance request
27 and approval of the Sheriff or designee.
28

29 **15.04 Personal Days.** In addition to the above holidays, all employees shall be entitled to twenty
30 four (24) hours of personal leave per year, to be taken upon advance approval, with at least twenty-
31 four (24) hours' notice, unless the advance request is waived at the sole discretion of the Employer,
32 or designee. All employees shall receive their twenty four (24) hours of personal leave in the first
33 fifteen days of the year. Newly hired employees shall receive their twenty four (24) hours of
34 personal leave upon completion of FTO. Unused personal leave shall be paid pursuant to Article
35 37, Leave Conversions.
36

37 **15.05 Holidays Worked.** Any full-time employee who is required to work on Thanksgiving
38 Day, Christmas Day, New Year's Day, Memorial Day, Independence Day, or Labor Day shall
39 receive one and one-half (1 1/2) times their regular hourly rate in addition to the holiday time
40 designated in paragraph 15.02. Any employee who works more than one (1) shift on the above
41 holidays shall receive two (2) times their regular hourly rate for all hours worked in excess of one
42 (1) shift.
43
44

1 **18.03 Examinations for Disability Leave.** The Employer shall have the right to require the
2 employee to have a physical exam by a physician appointed and paid by the Employer resulting in
3 the physician's certification that the employee is unable to work due to the injury as a condition
4 precedent to the employee receiving any benefits under this Article. The designated physician's
5 opinion shall govern whether the employee is actually disabled or not, but shall not govern whether
6 the Employer shall extend the period of leave or if the injury was duty related.

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

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

21
22
23 **ARTICLE 19** **OVERTIME AND COURT TIME**

24
25 **19.01 Overtime.** All employees, for work performed or compensated in excess of the scheduled
26 eight (8), ten (10), or twelve (12) hours per day, in excess of forty (40) hours in a one (1) week
27 period (for eight (8) and ten (10) hour shift employees), or in excess of eighty (80) hours during a
28 two (2) week period (for twelve (12) hour shift employees), excluding shift changes, when
29 approved of by the Sheriff, or his designee, shall be compensated at the rate of one and one-half
30 (1 1/2) times his regular hourly rate for all such work. All paid leaves, except sick leave used
31 subsequent to earned overtime which was not for previously scheduled medical/dental treatment
32 at least 72 hours prior to its use, shall count as work actually performed for the purposes of
33 overtime computation. For previously scheduled medical/dental treatment employees shall
34 provide written notice at least 72 hours in advance of the treatment.

35
36 **19.02 Call-In, Court Time.** When approved by the Sheriff, or his designee, employees called
37 in to work or appearing in court on behalf of the Employer for a period of less than three (3) hours,
38 when the employee is not on duty, shall be compensated not less than three (3) hours overtime-
39 time pay.

40
41 An employee who is required to appear at court at the same time as the commencement of the
42 assigned shift shall be paid one (1) hour of overtime based on the payment selection made in
43 Article 21 for preparation and reporting early to the Sheriff's Office.

44
45 Employees shall not be eligible for call-in/court time for hours the employee is receiving overtime
46 compensation, any time the employee is performing duties on a grant, or when working under a

1 contract for services under the authority of the Employer. When performing duties on a grant the
2 employee shall only receive the actual time on call-in/court time that is not eligible under the grant
3 for payment.

4
5 **19.03 Work Schedule.** An employee's normal work schedule shall not be modified for the sole
6 purpose of avoiding earned overtime payments.

7
8 **19.04 Travel Time for Training.** The Employer shall pay employees at the applicable rate for
9 all approved travel time incurred in satisfying any assigned training obligation or function.
10

11 **ARTICLE 20** **HOURS OF WORK**

12
13 **20.01 Hours of Work.** The normally scheduled work period for full time employees working
14 eight (8) or ten (10) hour shifts shall be forty (40) hours in a one week period. The normally
15 scheduled work period for full time employees working twelve (12) hour shifts shall be eighty (80)
16 hours in a two week period.
17

18 **ARTICLE 21** **COMPENSATORY TIME**

19
20 **21.01 Compensatory Time.** Commencing January 1, 2013, employees shall be able to accrue
21 compensatory time up to a maximum of one hundred eighty (180) hours subject to the following
22 conditions.
23

- 24 1. All employees will be paid overtime in cash unless the employee notifies the Sheriff
25 or designee in writing that overtime worked and earned should be compensated by
26 placing ninety (90) minutes in a compensatory time bank for each one (1) hour of
27 overtime worked.
28
- 29 2. Requests for payment of overtime in the form of compensatory time must be made
30 at least one (1) day before the commencement of any pay period and will remain in
31 effect until the employee notifies the Sheriff or designee in writing that cash
32 payment for overtime be resumed.
33
- 34 3. After one hundred eighty (180) hours of compensatory time are accumulated, all
35 future overtime will be paid in cash.
36
- 37 4. Requests to use compensatory time must be submitted to the office of the Sheriff
38 or his designee no later than twenty-four (24) hours before the time requested to be
39 taken unless the time limit is waived by the Sheriff or designee due to emergency
40 circumstances.
41
- 42 5. Compensatory time may be taken only with prior approval of the Sheriff or his
43 designee.
44

- 1 6. Employees may convert accumulated compensatory time to cash under the
2 following conditions:
 - 3
 - 4 a) Any employee wishing to convert compensatory time to cash must notify the
5 Sheriff or designee in writing of the amount to be converted in the first seven
6 (7) days of May and November of each year.
 - 7
 - 8 b) Employees may convert up to one-half (1/2) of their accumulated compensatory
9 time at the time conversion is requested.
 - 10
 - 11 c) Payment for the time converted will be made pursuant to Article 37, Leave
12 Conversions.
 - 13
- 14 7. Employees will be paid for all accrued compensatory time at the current hourly rate
15 upon separation from employment.
16

17 **ARTICLE 22 UNIFORM QUARTERMASTER SYSTEM**

18
19 The Quartermaster System will begin in April 2023.
20

21 **22.01 New Hire Allocation.** Newly hired employees shall receive an initial allocation of seven
22 hundred fifty (\$750.00) dollars within thirty (30) days of initial hire.
23

24 **22.02 Annual Allocation.** The Employer shall provide an annual uniform maintenance
25 allocation of one thousand five hundred (\$1,500.00) dollars in each contract year. The Employer
26 shall continue to provide weapons and necessary equipment as presently provided subject to
27 change in uniforms as provided in this Article. When the expense for any item exceeds the
28 approved standard amount, prior approval of the Sheriff is required. Employees may be
29 reimbursed for necessary uniform items included in the annual allocation list that are purchased
30 outside of the approved list of vendors. Employees may submit receipts for such purchases to the
31 Sheriff for reimbursement within the first fifteen (15) calendar days of April and September of
32 each year.
33

34 **22.03 Return of Equipment.** When an employee retires, resigns, or is terminated, all equipment
35 purchased by the Employer must be surrendered to the Employer.
36

37 **22.04 Protective Vests.** Any employee may receive a protective vest, providing the employee
38 wears such vest. In the event the employee fails to wear the vest, he shall reimburse the Employer
39 for the cost of the vest.
40

41 **22.05 Personal Property.** In the event that personal equipment or property are damaged or
42 destroyed while an employee is on duty, the Employer agrees to repair or replace said item, unless
43 negligence can be shown on the part of the employee. The Employer may affect a procedure to
44 effectuate this benefit.
45
46

	Wellness Goals Unmet		Wellness Goals Met	
	Plan 1	Plan 2	Plan 1	Plan 2
Monthly Employee Contributions	20%	12%	8%	0%

1
 2 Employee contributions may be increased during the term of this Agreement in the event the
 3 County raises the employee contributions for other non-union employees of the Medina County
 4 Commissioners.

5
 6 **23.07 Life Insurance.** The Employer shall provide a group term life insurance policy for each
 7 full-time employee in the amount of fifty thousand (\$50,000.00) dollars.

8
 9 **23.08 Optional Life Insurance.** The Employer will make every effort, but does not guarantee,
 10 to permit any bargaining unit employee who desires to purchase at their cost additional life
 11 insurance through the County Plan.

12
 13 **23.09 Notice of Change of Carriers.** The Employer may change insurance carriers. Union must
 14 be given sixty (60) day advance notice of any change in carriers.

15
 16 **23.10 Spousal Coverage Limitations.** The spouse of any employee who is eligible to participate
 17 or becomes eligible to participate, as a current employee or retiree, in a group health insurance
 18 plan sponsored by his/her employer or retirement plan, must enroll with that Employer or
 19 retirement plan for sponsored group insurance coverage. The spouse's plan will be considered as
 20 primary coverage for the spouse. The spouse may opt to additionally enroll in Medina County
 21 employee health plan, but the County's plan will only provide secondary coverage, and spousal
 22 enrollment will require the employee to contribute to the monthly cost based upon the full funding
 23 rates established on an annual basis by Medina County.

24
 25 This requirement does not apply to any spouse who must pay more than fifty (50%) percent of the
 26 single premium amount to participate in his/her employer or retirement group health insurance
 27 plan.

28
 29 The Employer will distribute a request for written certification verifying the spouse's eligibility to
 30 participate in another group health plan. An employee's spouse will be removed from the Medina
 31 County health plan if documentation is not provided within fourteen (14) days of distribution.

32
 33 It is the employee's responsibility to immediately notify Medina County of any subsequent change
 34 in a spouse's eligibility to participate in his/her employer or retirement health plan. If a spouse
 35 accepts a new job where coverage is available, he/she must immediately enroll in that plan and the
 36 employee must notify Medina County within fourteen (14) days of any change in their spouse's
 37 eligibility.

38
 39 **ARTICLE 24** **SENIORITY**

40
 41 **24.01 Bargaining Unit Seniority.** The seniority date for the members of this bargaining unit
 42 shall be the date he or she was hired as a full-time deputy in the Medina County Sheriff's Office.
 43 Seniority will not accrue during periods of layoff. Employees who return to the bargaining unit

1 from layoff, disability separation, disability retirement, or the result of an arbitration decision shall
2 have their previous seniority restored at time of reinstatement and then shall accrue seniority.

3
4 **24.02 Break in Seniority.** An employee's seniority shall be terminated when one (1) or more of
5 the following occur:

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

21
22
23 **ARTICLE 25** **LAY-OFF AND RECALL**

24
25 **25.01 Layoff.** Where, because of economy, consolidation or abolishment of functions,
26 curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of
27 its workforce, such reduction shall be made in accordance with the provisions of this Article.

28
29 **25.02 Layoff by Seniority/Service.** Employees within effected job titles shall be laid off
30 according to their relative seniority, i.e. their continuous uninterrupted service as a full-time
31 employee in the Medina County Sheriff's Office with the least senior being laid off first, provided
32 that all students, temporary, part-time, seasonal and probationary employees within the effected
33 job title(s), within the bargaining unit, are laid off first in the above respective order.

34
35 **25.03 Displacement.** Employees who are laid off from one (1) job title covered by this
36 Agreement or the Sergeants' Agreement may displace (bump) another employee with lesser
37 seniority in a lower rated job title within the bargaining unit.

38
39 **25.04 Successive Displacement.** Employees who are displaced (bumped) by a more senior
40 employee shall be able to displace (bump) another employee with lesser seniority in a lower rated
41 job title pursuant to the provision of paragraph 25.03, above.

42
43 **25.05 Qualified to Displace.** In all cases where one (1) employee is exercising his seniority to
44 displace (bump) another employee, his right to displace (bump) into another job title is subject to
45 the conditions that he is qualified for the position (including possessing all state mandated training

1 or completes such training within the statutory time allowed) and able to perform the functions
2 and duties of the position to which he is attempting to displace (bump) into.

3
4 **25.06 Laid off Employee.** At the end of the displacing (bumping) process, the employee who is
5 displaced (bumped) and unable to displace another employee pursuant to the above provisions,
6 shall be laid off.

7
8 **25.07 Recall.** Recalls shall be in the inverse order of lay-off and a laid off employee shall retain
9 his right to recall for two (2) years from the date of his lay-off.

10
11 **25.08 Notice of Recall.** Notice of recall shall be sent to the employee's address listed on the
12 Employer's records and shall be sent by certified mail. An employee who refuses recall or does
13 not report to work within fourteen (14) calendar days from the date the Employer mails the recall
14 notice, shall be considered to have resigned his position and forfeits all rights to employment with
15 the Employer.

16
17 **25.09 Notice of Layoff.** Employee(s) scheduled for lay-off shall be given a minimum of fifteen
18 (15) calendar days advance notice of lay-off.

19
20
21 **ARTICLE 26 DRUG TESTING AND PHYSICALS**

22
23 **26.01 Annual Physical.** The Employer may require an annual physical exam and may
24 implement a random drug testing procedure of employees. Such testing shall be at the sole
25 discretion of the Employer, with all physical exam and drug testing costs paid by the Employer.
26 Employees required to be tested or examined on off-duty time, shall be compensated for such time.

27
28 **26.02 Meeting with Union.** Prior to the commencement of such testing, the Employer will meet
29 with the Union to discuss, not negotiate, the procedures under which the testing will be
30 administered.

31
32
33 **ARTICLE 27 VACANCIES AND PROMOTIONS**

34
35 **27.01 Scope of Article.** Only promotions to Sergeant shall be subject to this Article.

36
37 **27.02 Promotions.** Vacancies in positions above the lowest rank shall be filled insofar as
38 practicable, by promotions. However, the Sheriff may hire a qualified new employee from outside
39 the bargaining unit to such positions. No employee shall be eligible to take the written examination
40 without at least three (3) years employment in the division in which the position is to be filled
41 (patrol or jail) immediately preceding the date of the exam or in a similar position with another
42 employer. No employee will be eligible to take such exam unless the employee is OPOTA
43 certified.

44
45 **27.03 Testing for positions.** All promotional job vacancies, except those in the Detective
46 Bureau, shall be filled according to merit and fitness ascertained through an objective, written,
47 open-competitive examination, and other selection criteria (seniority, assessment center, oral

1 interviews, etc.) established by the Sheriff. The score attained on the written examination shall
2 account for not greater than fifty (50%) percent of the total cumulative score from which the
3 appointee shall be selected.

4
5 **27.04 Selection by Employer.** The appointee shall be selected from the top five (5) cumulative
6 passing scores, which names shall be posted and for more than one (1) vacancy from groups of
7 five (5) passing scores thereafter. Once a person has been passed over twice for the vacancy, his
8 name shall be removed from the eligibility list.

9
10 **27.05 Promotional Probationary Period.** An employee who is promoted shall be required to
11 satisfactorily complete the applicable probationary period. He will be considered to have qualified
12 on the new job when he satisfactorily performs the required duties with no more supervision than
13 is required of other employees on the same or similar jobs and when his record as to quality and
14 quantity of work meets the standards applicable to the job. If, during the probationary period or
15 at the end of the probationary period, it is determined, at the Employer's sole discretion, that the
16 employee cannot satisfactorily perform the new job, he may be returned to his previously held
17 position. Such reversion to an employee's prior position, during the probationary period, shall not
18 be appealable to any grievance/arbitration procedure, civil service procedure, or any other forum,
19 legal or administrative.

20
21 **27.06 Completion of Probationary Period, Eligibility.** No employee shall be eligible for
22 promotion under these provisions who has not satisfactorily completed the required probationary
23 period for his existing position and other minimum criteria as determined by the Employer.

24
25 **27.07 Promotional Eligibility Lists.** Promotional eligibility lists shall remain in effect for one
26 (1) year from the date the list is certified or the list is exhausted, whichever occurs first.

27
28 **ARTICLE 28** **LONGEVITY**

29
30 **28.01 Longevity.** Employees shall receive longevity payments commencing upon the
31 completion of five (5) years of full-time continuous employment with the County. Such amount
32 shall be increased every five (5) years through twenty-five (25) years of employment pursuant to
33 the following schedule:

34
35

<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

36
37
38
39
40
41

42 **28.02 Annual Payment of Longevity.** The above listed longevity payments shall be paid within
43 the first fifteen (15) days of the employee's anniversary month. In order to be eligible for any of
44 such payments, the employee must have completed the necessary minimum length of service for
45 the appropriate amount prior to his anniversary date for such payment. Longevity payments shall
46 be prorated on termination, resignation or retirement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

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

ARTICLE 29 EDUCATION PREMIUM, TRAINING, MEALS, AND EXPENSES

29.01 Education Premium. Any employee with an Associate's, Bachelor's, or Master's Degree in Law Enforcement, Criminology or related field, as determined by the Employer, shall receive an additional forty (\$.40) cents, eighty (\$.80) cents, or one dollar (\$1.00) per hour, respectively.

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

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

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

ARTICLE 30 RATES OF PAY

30.01 Rates of Pay. Effective the first full pay period of 2023, all employees shall receive a 6% wage increase in accordance with the following pay schedule:

Deputy Wages	2023 Rates (6%)	
	Hourly	Annual
Step 1 (Start)	\$30.59	\$63,630.53
Step 2 (6 months)	\$31.92	\$66,386.53
Step 3 (after 1 year)	\$32.89	\$68,414.94
Step 4 (after 2 years)	\$34.45	\$71,656.00
Step 5 (after 3 years)	\$36.09	\$75,073.44

36
37
38

1 **30.02 Rates of Pay.** Effective the first full pay period of 2024, all employees shall receive a 4%
 2 increase in wages in accordance with the following pay schedule:
 3

Deputy Wages	2024 Rates (4%)	
	Hourly	Annual
Step 1 (Start)	\$31.82	\$66,175.75
Step 2 (6 months)	\$33.19	\$69,041.99
Step 3 (after 1 year)	\$34.21	\$71,151.54
Step 4 (after 2 years)	\$35.83	\$74,522.24
Step 5 (after 3 years)	\$37.54	\$78,076.38

4
 5
 6 **30.03 Rates of Pay.** Effective the first full pay period of 2025, all employees shall receive a 3%
 7 increase in wages in accordance with the following pay schedule:
 8

Deputy Wages	2025 Rates (3%)	
	Hourly	Annual
Step 1 (Start)	\$32.77	\$68,161.02
Step 2 (6 months)	\$34.19	\$71,113.25
Step 3 (after 1 year)	\$35.23	\$73,286.09
Step 4 (after 2 years)	\$36.90	\$76,757.91
Step 5 (after 3 years)	\$38.66	\$80,418.67

9
 10
 11 **30.04 Assignments.** Assignments to any position shall not be deemed a promotion or demotion,
 12 and any employee may be assigned or reassigned to any of these duties at the Sheriff's discretion.
 13 Such assignments or reassignments are not grievable or disciplinary.
 14

15 **30.05 Initial Rate of Pay.** All newly hired Deputies shall be initially hired at Step 1. The
 16 Employer reserves the right to start a newly hired employee at a greater step, based on previous
 17 work experience.
 18

19 **30.06 Officer-In-Charge.** Any Deputy who is designated as the officer in charge of the road
 20 division or the jail division and acts in the capacity of Sergeant shall be compensated at one step
 21 below the corresponding Sergeant's rate of pay.
 22

23 **30.07 Detective On-Call Stipend.** Any employee assigned to the position of Detective shall
 24 receive a "detective differential" in the amount of one hundred (\$100.00) dollars per month.
 25 Detectives who are assigned to on-call status during off duty hours, shall receive four (4) hours
 26 overtime pay for each seven (7) days assigned to on-call duty.
 27

28 **30.08 Paycheck Issuance.** Paychecks will be issued/posted every other Friday in the County
 29 Employee Self Service Program. This is subject to change if done so by the County Auditor.
 30

1 **30.09 Field Training Officer Pay Supplement.** The Sheriff shall provide three hundred fifty
2 dollars (\$350.00) Field Training Officer (FTO) pay for a maximum of six (6) Field Training
3 Officer appointments. The Sheriff shall determine all FTO appointments. FTO appointments are
4 not grievable.

5
6 **30.10 Transport Division On-call Stipend.** Employees assigned to Court Services on-call
7 status during off-duty hours, shall be paid four (4) hours overtime for every seven (7) days assigned
8 to on-call duty.
9

10 **ARTICLE 31** **RETRO PAY**

11
12 **31.01 Separation During Negotiations.** In the event an employee separates from the Medina
13 County Sheriff's Office prior to the completion of contract negotiations, said employee shall not
14 be entitled to any retroactive payments that may result from the successor agreement.
15

16 **ARTICLE 32** **HEADINGS**

17
18 **32.01 Headings.** It is understood and agreed that the use of headings before articles and sections
19 is for convenience only and that no heading shall be used in the interpretation of said article or
20 section nor effect any interpretation of any article or section.
21

22
23 **ARTICLE 33** **GENDER AND PLURAL**

24
25 **33.01 Contract Construction.** Whenever the context so requires, the use of words herein in the
26 singular shall be construed to include the plural, and words in the plural, the singular, and words
27 whether in the masculine, feminine or neuter gender shall be construed to include all of said
28 genders. By the use of either the masculine or feminine genders it is understood that said use is
29 for convenience purposes only and it not to be interpreted to be discriminatory by reason of sex.
30

31
32 **ARTICLE 34** **OBLIGATION TO NEGOTIATE**

33
34 **34.01 Opportunity to Make Proposals.** The Employer and the Union acknowledge that during
35 negotiations which preceded this Agreement, each had the unlimited right and opportunity to make
36 demands and proposals with respect to any subject or matter not removed by law from the area of
37 collective bargaining/negotiations and that the understandings and agreements arrived at by the
38 parties after the exercise of that right and opportunity are set forth in this Agreement.
39

40 **34.02 Waiver.** Therefore, for the life of this Agreement, the Employer and the Union each
41 voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated
42 to negotiate collectively with respect to any subject or matter referred to, or covered in this
43 Agreement, or with respect to any subject or matter not specifically referred to or covered in this
44 Agreement, even though such subjects or matters may not have been within the knowledge or
45 contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

1
2 **ARTICLE 35** **TOTAL AGREEMENT**

3
4 **35.01 Total Agreement.** This Agreement represents the entire agreement between the Employer
5 and the Union and unless specifically and expressly set forth in the express written provisions of
6 this Agreement, all rules, regulations, benefits and practices previously and presently in effect may
7 be modified or discontinued at the sole discretion of the Employer. The wages, hours, terms and
8 conditions of employment in this Agreement supersede any related Ohio laws, including
9 specifications under or related to those laws.

10
11 **ARTICLE 36** **CONFORMITY TO LAW**

12
13 **36.01 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 this
15 Agreement by reason of any such existing or future law shall not affect the validity of the surviving
16 provisions.

17
18 **36.02 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 the
20 parties or in one not between the parties but controlling by reason of the facts) renders any portion
21 of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity
22 of the surviving provisions of this Agreement, which shall remain in full force and effect as if such
23 invalid provision(s) thereof had not been included herein.

24
25 **ARTICLE 37** **LEAVE CONVERSIONS**

26
27 **37.01 Conversion of Holiday Pay.** Any holiday time not taken prior to December 1st shall be
28 paid within the first fifteen (15) days of December at the employee's straight time rate.

29
30 **37.02 Conversion of Personal Leave.** Any personal leave not taken prior to December 1st
31 shall be paid within the first fifteen (15) days of December at the employee's straight time rate.

32
33 **37.03 Conversion of Compensatory Time.** Requests to convert accrued compensatory
34 time to cash made in the first seven (7) days of May shall be paid within the first fifteen (15) days
35 of June. Requests to convert accrued compensatory time to cash made in the first seven (7) days
36 of November shall be paid within the first fifteen (15) days of December.

37
38 **ARTICLE 38** **DURATION**

39
40 **38.01** This Agreement shall become effective at 12:01 A.M. the first full pay period of 2023 and
41 shall continue in full force and effect, along with any amendments made and annexed hereto, until
42 midnight, December 31, 2025. This Agreement supersedes any previously entered collective
43 bargaining agreements.

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

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

17 **39.08 Notice and Service of Discipline.** The Employer shall issue a written Notice of Discipline.
18 The 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 within five (5)
24 days (as defined in the Grievance Procedure) from receipt of the Notice of Discipline.
25

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

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

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

39 **39.13 Exclusive Process for Appeal of Discipline.** The Union on behalf of all the employees
40 covered by this Agreement and its own behalf, hereby waives any and all rights previously
41 possessed by such employees to appeal any form of disciplinary action (e.g., suspensions,
42 demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.
43
44
45

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

27 **40.04 Grievance Steps.** All grievances shall be administered in accordance with the following
28 steps of the Grievance Procedure.
29

30 **Step 1 Immediate Supervisor:** An employee who believes he may have a grievance shall notify
31 his immediate supervisor (Sergeant and/or Lieutenant) of the possible grievance within five (5)
32 days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an
33 informal meeting with the employee within five (5) days of the date of the notice by the employee.
34 The supervisor and the employee will discuss the issues in dispute with the objective of resolving
35 the matter informally. If the grievance cannot be resolved informally, the supervisor shall notify
36 the employee in writing.
37

38 **Step 2 Division Commander:** If the dispute is not resolved informally at Step 1, it shall be
39 reduced to writing by the aggrieved party and presented as a grievance to the Division Chief within
40 five (5) days after receipt of the supervisor's written denial at Step 1. The Division Chief may
41 schedule a meeting with the aggrieved party and his Union representative, if requested. The
42 Division Chief shall render his decision in writing within five (5) days of the receipt of the appeal.
43

44 **Step 3 Sheriff:** If the aggrieved party is not satisfied with the written decision at the conclusion
45 of Step 2, a written appeal of the decision may be filed with the Sheriff within five (5) days from
46 the date of the rendering of the decision at Step 2. Copies of the written decisions shall be
47 submitted with the appeal. The Sheriff or his designee shall convene a hearing within ten (10)

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

9 **ARTICLE 41** **ARBITRATION PROCEDURE**

10
11 **41.01 Arbitration.** In the event a grievance is unresolved after being processed through all of
12 the steps of the Grievance Procedure, unless mutually waived or having passed through the various
13 steps by timely default of the Employer, then within twenty-one (21) calendar days after the
14 rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may
15 submit the grievance to arbitration. Within this twenty-one (21) calendar day period the parties
16 will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created
17 by this procedure. If such agreement is not reached, then the panel members' names will be
18 stricken alternatively until one (1) name remains who shall be designated the arbitrator to hear the
19 grievance in question.
20

21 **41.02 Limits of Authority of Arbitrator.** The arbitrator shall have no power or authority to add
22 to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award
23 requiring the commission of any act prohibited by law or make any award that itself is contrary to
24 law or violates any of the terms and conditions of this Agreement.
25

26 **41.03 Single Issue.** The arbitrator shall not decide more than one (1) grievance on the same
27 hearing day(s), except by mutual written agreement of the parties.
28

29 **41.04 Rules for Hearings.** The hearing or hearings shall be conducted pursuant to the “Rules of
30 Voluntary Arbitration” of the American Arbitration Association.
31

32 **41.05 Fees & Expenses.** The fees and expenses of the arbitrator and the cost of the hearing room,
33 if any, will be borne by the party losing the grievance. All other expenses shall be borne by the
34 party incurring them. Neither party shall be responsible for any of the expenses incurred by the
35 other party. In the event of a split award the arbitrator's fees shall be split between the parties.
36

37 **41.06 Decision Within 30 Days.** The arbitrator's decision and award shall be in writing and
38 delivered within thirty (30) calendar days from the date the record is closed. The decision of the
39 arbitrator shall be final and binding upon the parties.
40

41 **41.07 Permanent Panel.** There is hereby created a permanent panel of arbitrators to be used for
42 the selection of an arbitration pursuant to this Arbitration Procedure. The Arbitrator will be chosen
43 by the strike method. Those individuals placed on this panel shall be: 1); Daniel Zeiser, 2) Jeff
44 Belkin; 3) Gregory Szuter; 4) Tom Nowell; 5) Gregory VanPelt; 6) James Mancini; and 7) Nels
45 Nelson.
46
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14

ARTICLE 42 FAMILY AND MEDICAL LEAVE ACT

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

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

1 **ARTICLE 43**

EXECUTION

2
3 **43.01** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly
4 executed this 29 day of December, 2022.

5
6 FOR THE UNION:

FOR THE EMPLOYER:

7 George Gerken (JAS)
8 George Gerken, OPBA Attorney

Terry Grice
Terry Grice, Sheriff

9 Det. Sinterling
10
11

Rebecca Byrne
Rebecca Byrne, Director of Administrative
Services and Programming

12 _____
13

Kris Conwill
Captain Kris Conwill

14 _____
15
16

Jonathan Downes
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.

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made by and between the Medina County Sheriff’s Office and the OPBA (hereinafter referred to as “the Parties”).

The Parties have met and discussed changes to the Spousal Coverage Limitations contained in the Parties’ 2023-2025 collective bargaining agreement. As a result of these discussions, the Parties agree to amend Section 23.10, Spousal Coverage Limitations, as follows:

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

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

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

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

The provisions of this MOU shall expire on December 31, 2025 along with the 2023-2025 collective bargaining agreement between the Parties. This MOU is non-precedent setting and as such may not be used by either party in any future proceeding, negotiations, or any impasse proceeding unrelated to the enforcement of this MOU.

Medina Co. Sheriff – OPBA – MOU for Spousal Insurance Coverage – 12.23.22

Those signing below are understood to have the authority to execute this MOU on behalf of their organization.

FOR THE UNION:

Paul S. [Signature]

FOR THE EMPLOYER:

[Signature]

J. Downes

Date Agreed: 1-12-2023