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AGREEMENT

BETWEEN

ERIE COUNTY SHERIFF

AND

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL**

CORRECTIONS OFFICERS

January 1, 2012 – December 31, 2014

PREAMBLE

This Agreement, entered into by the Erie County Sheriff, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council" or "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the Agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1 UNION RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in following described bargaining unit:

Included: Non-deputized Corrections Corporals, Corrections Officers.
Excluded: Full-time deputized employees, Dispatchers, and all other employees of the Erie County Sheriff's Department.

Wherever used in this Agreement, 'bargaining unit' shall be deemed to include those individuals employed full-time by the Employer in the classifications designated in Appendix A.

1.02 All current positions and classifications not specifically established as in Appendix A as being included in the bargaining unit shall be deemed excluded from the bargaining units.

1.03 During the life of the Agreement, should the Employer create new position classifications in the department, it shall meet with the Union in order to attempt to reach agreement as to the position(s) inclusion in or exclusion from the bargaining unit. Should the parties fail to reach agreement within thirty (30) days from the creation of said position(s), either may petition SERB to rule on the matter. SERB's determination shall be final and binding on all parties.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Except as may be modified within this Agreement, the Employer retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.

- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

2.02 The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as provided by law shall remain the function of the Employer.

2.03 The Union waives the right to bargain the decision of the Employer in accordance with §2.01 of this Article, but, specifically retains the right to bargain the effect of any such decision.

ARTICLE 3 STEWARDS, REPRESENTATIVES, BARGAINING TEAM

3.01 The Employer will recognize one (1) employee of each of the bargaining units to act as Labor Council Coordinator; (1) alternate representative to act in the absence of the Labor Council Coordinator; - and not more than two (2) representatives of each of the bargaining units, for the processing of grievances. No employees shall be recognized by the Employer until the Labor Council has presented written notice of an employees' selection. Except as otherwise provided in this Article, one (1) representative of the bargaining unit may attend meeting with management while on duty, without loss of pay or benefits, should the meeting coincide with the representative's assigned duty hours. Employees and representatives shall not be compensated for attendance at meetings during non-duty hours. The Employer will recognize two (2) representatives to serve as a Bargaining Committee. When collective bargaining sessions are scheduled, the Employer shall allow both representatives to attend the meetings without loss of pay or benefits. IN the event a representative's assigned shift does not correspond with the scheduled session, the Employer shall reassign the representative to the shift that will correspond with the session. If the bargaining session ends early, the representative shall report to work in order to complete his assigned shift, provided that two (2) or more hours remain in the shift. Two bargaining unit members will be paid during negotiation sessions.

3.02 The investigation and writing of grievances shall, if at all possible, be conducted during non-duty hours of the grievant the grievance representative. If grievance hearings are scheduled during employees' or representative's regular duty hours, the employees and/or representative shall not suffer any loss of pay or benefits.

3.03 One (1) non-employee Union Staff Representative will be recognized by the employer and admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein.

3.04 Rules governing the activity of Union Staff Representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized in this agreement.
- B. The Labor Council Coordinator, or his alternate, shall not leave his assigned work area to conduct Union business until he has been released by his immediate supervisor.

3.05 The Employer shall make reasonable provisions for authorizing vacation or other paid leave for Labor Council Representatives to attend Union or F.O.P. functions.

ARTICLE 4 DISCIPLINE

4.01 No employees, except newly hired probationary employees, shall be reprimanded, reduced in pay or classification (position), suspended, discharged or removed or otherwise disciplined, except for just cause. The Employer may take disciplinary action based on a employees' acts of incompetency, inefficiency, dishonesty, impaired from performing his/her duties as a result of alcohol or chemical abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior or any other acts of malfeasance, misfeasance or nonfeasance.

4.02 Except in instances where an employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

4.03 Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged misconduct.

4.04 Prior to the scheduled time of the conference the employee may waive the right to the conference. An employee who waives the right to the conference may not grieve the imposition of discipline in the matter for which the conference was scheduled, unless such written waiver is presented to the Employer at least twenty four (24) hours in advance of the hearing.

4.05 Following the imposition of discipline, any employee receiving an order of reduction, suspension or dismissal may appeal such order by the grievance procedure, Article 6.

4.06 The Parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

4.07 Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters eighteen (18) months after their effective date, providing that there are no intervening disciplinary actions. Copies of records of disciplinary action, no longer having effect, shall be returned to the employees at the employees' written request.

4.08 An employee may inspect his personnel file twice annually, provided such inspection is done on the employee's non-work time and the Sheriff is notified of the request at least seventy-two (72) hours in advance of such inspection.

4.09 There shall be one official personnel file on each employee which shall be kept in the Sheriff's Department. A copy of all documents relating to disciplinary actions and job performance evaluations shall be given to each employee at the time they are placed in his personnel file. An employee will sign that he has received such documents at the time of receipt.

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 The grievance procedure is intended to provide a system for fair, expeditious and orderly adjustment of disputes between bargaining unit employees and the Employer. The term "grievance" shall mean an allegation by a bargaining unit employee or a representative of management that there has been a breach, misinterpretation or improper application of the Agreement. All matters contained in this contract are proper subjects for the grievance process.

5.02 An employee shall have the right to present grievances and have them adjusted without the intervention of the union or its representatives as long as the adjustment is not inconsistent with the terms of this agreement. The Union must be notified of all grievances which are filed and the scheduling of any grievance meetings. A grievance may be brought by one (1) or more employees of the unit, who are similarly affected by a condition or incident. In the event there are multiple grievants, one employee shall be selected to process the grievance, however, all employees who wish to be considered as grievants shall sign the grievance form. A grievance that affects all employees or all employees in one submitted at the appropriate step.

5.03

Step 1. ORAL STEP. The action which caused the alleged grievance must be identified and reported to the Jail Administrator, or his designee, and the Union within ten (10) days of the event that gave rise to the grievance. The grievant, the Jail Administrator or his designee, and a Union Representative, if the grievant so desires, shall discuss the issue and the Jail Administrator, or his designee, shall have seven (7) days to make any investigation necessary and respond to the grievant.

Step 2. WRITTEN STEP. If the grievance is not settled to the satisfaction of the grievant, the grievance must be reduced to writing and within seven (7) days the grievance must be submitted to the Jail Administrator or his designee who shall answer the grievance, in writing, within five (5) days of the filing of the grievance.

Step 3. SHERIFF STEP. If the grievance is not settled at Step 2 the grievant shall have seven (7) days to refer the grievance to the Sheriff. The Sheriff will, within five (5) days, schedule a meeting with the grievant, the Union Representative and any other concerned party. The Sheriff has seven (7) days to respond following the meeting.

Step 4. ARBITRATION. If the grievance remains unresolved the Union may, within fourteen (14) days appeal to arbitration by serving notice of the intent to arbitrate with the Employer. Within ten (10) days of the receipt of the notice of the intent to file a grievance the Sheriff and the Union shall by joint letter solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators of the Union and the Employer shall each strike three (3) names. The first strike shall be made by the party requesting arbitration. The arbitration hearing shall be scheduled as soon as possible based on the availability of the arbitrator and the wishes of the party. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall not have the authority to add to, subtract from, change or alter the provisions of this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing. The arbitrator will have the authority to decide whether the dispute is arbitrable. The arbitrator shall reduce his decision to writing and state the reason(s) for the decision. All decisions of the arbitrator are final and binding.

5.04 All fees for witnesses shall be borne by the side which called the witness. Fees of a court reporter shall be borne by the party(s) which requested the reporter. All other costs shall be borne equally, with the exception of the services of the arbitrator, which costs shall be borne by the losing party as declared by the arbitrator. If an arbitral decision is split between the parties, the arbitrator's fee shall be equally borne by both parties. In cases of arbitration involving terminations, the parties will split the arbitral fee.

5.05 All grievances must contain the following information and must be filed using a form mutually agreeable to the parties:

- A. The employee's name and signature.
- B. The grievant's classification.
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was first discussed.
- D. Date the grievance was filed in writing.
- E. Date, time and location where the grievance occurred.
- F. A description of the incident giving rise to the grievance.
- G. Specific articles of the agreement violated.
- H. Desired remedy.

5.06 For purposes of this Agreement, days shall be week days (Monday through Friday). Failure of the Employer to act within the time limits shall be cause for the member(s) to submit the grievance to the next higher step. Failure of the member to act within the time limits shall be cause to consider the grievance null and void and/or settled. Time limits, as outlined in this Article, may be waived by mutual agreement. A grievance can be withdrawn at any time prior to the arbitration hearing. Copies of all written documents shall be forwarded to the Labor Council Coordinator and the Sheriff. The Labor Council Coordinator of a grievance representative shall, if the grievant desires, be present at any interviews the Employer has with the grievant to discuss the grievance.

ARTICLE 6 WORK RULES

6.01 The Union recognizes the right of the Employer to promulgate written Departmental rules and regulations, policies and procedures, which regulate the personal conduct of employees where a rational basis exists for restriction and where the regulated conduct has an adverse effect on the Department or the employee's ability to effectively perform his duties, and which regulate the methods, processes or means and establish standards by which the employee carries out the Employer's services and programs.

6.02 Except in an emergency, as determined by the Employer, at least seven (7) days advance notice of the implementation of a new, revised or deleted divisional work rule, regulation, policy or procedure which affects all employees of the division within the bargaining units shall be given. The Employer shall post notice and/or a copy of the such new, revised or deleted work rule, etc., AND forward a copy to the Chief Representatives of the bargaining units and generally distribute same to employees.

6.03 Except in an emergency, the Employer or his representative shall not give verbal orders or directive countermanding written Departmental rules and regulations, policies and procedures.

6.04 Disciplinary action for violation of written Departmental rules and regulations, policies and procedures shall be pursuant to the disciplinary procedures contained in this Agreement.

ARTICLE 7
PROBATION AND PROBATIONARY PERIODS

7.01 Every newly hired employee, including rehired employees, shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of three hundred and sixty-five (365) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

7.02 A newly promoted employee shall be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred eighty (180) calendar days. A newly promoted employee may be returned to his former position any time in the first half of his probationary period provided that the Employer has established just cause for such action. An employee who evidences unsatisfactory performance may be returned to his former position at any time during the second half of his probationary period, and may grieve such return only to the third step of the grievance procedure. Nothing herein shall be construed to preclude the Employer from terminating or otherwise disciplining such an employee under appropriate circumstances.

7.03 The Employer or his designee shall conduct at least two (2) performance evaluations prior to the end of each employee's promotional probationary period to measure the employee's fitness to continue in the position. The first such evaluation shall be conducted in the first half of said employee's probationary period. Should said employee continue in the position after the initial ninety (90) day period, he shall receive an additional evaluation prior to the completion of his probationary period. The employee shall be made aware of his first evaluation with quality and quantity of performance emphasized.

7.04 The probationary period of a newly hired or promoted employee may be adjusted upward to reflect the effects of authorized leaves of absence or other approved breaks in service.

7.05 A newly hired probationary employee shall not have seniority. However, upon the employee's successful completion of his probationary period he shall acquire seniority, retroactive to his date of hire or promotion, less any adjustments allowed under the provisions of §8.04 of this Article. A newly promoted employee shall not have rank seniority until successful completion of his probationary period at which time said seniority shall be retroactive to his date of promotion, less any adjustments allowed under the provisions of this Article.

7.06 Promotional probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

ARTICLE 8 VACANCIES

8.01 When the Employer has determined that a vacancy within the bargaining unit exists in a full-time entry level position, which is defined as a Corrections Officer 1, a vacancy announcement shall be posted for five (5) consecutive working days. Any employee on approved leave shall have an additional five (5) days to apply for the vacancy. The vacancy announcement shall contain:

- A. The job classification title.
- B. The desired qualifications for the job.
- C. The rate of pay for the classification.
- D. The division work unit.
- E. A brief description of the duties to be performed.

8.02 Qualified applicants for the vacant position will be considered based upon the following criteria:

- A. Work Experience
 - 1. Time spent in a lower grade will be considered desirable work experience.
- B. Education
 - 1. related course work
 - 2. related training.
 - 3. other course work
- C. Additional skills and abilities
- D. Interview of applicants
- E. Job performance
- F. Recommendations and personal references, only to the extent that they relate to the qualification and character of a non unit employee, and shall not be accepted from or on behalf of a unit employee.
- G. Seniority

8.03 All these criteria will be considered to be of equal importance. Each applicant will be considered using the criteria to determine which applicant is best qualified to perform the job duties of the position set forth in the posted position and as determined by the Employer. If two (2) or more applicants are considered substantially equal, then the position shall be awarded to the applicant with the greatest seniority.

8.04 All applicants who have completed the application form will be evaluated, provided they meet the minimum qualifications. The qualified applicants will be interviewed by the Employer and/or his designee(s) within fourteen (14) days after the posting is completed.

8.05 The Employer will not consider any applications filed after the fifth (5th) working day of the posting, including the day of the posting. Employees interested in applying for the posted position may do so by filling out an Employee's Application for Vacant Position Form, which is obtainable from the Personnel Department.

8.06 All newly hired employees will be required to satisfactorily complete the required probationary period.

8.07 When the Employer has determined that a vacancy exists in a full-time permanent entry level position outside the bargaining unit it will give first consideration in filling said position to employees in the bargaining unit who satisfy all of the qualifications for the position who have demonstrated satisfactory job performance and whose placement in the vacancy would be considered a promotion (an increase in pay or a career path leading to an increase in pay). Said employee will have sixty (60) days to return to his previous position within the former unit.

8.08 The final decision will be announced by the Employer, only after all qualified applicants who have been interviewed have been informed of their status.

ARTICLE 9 PROMOTIONS

9.01 All non-entry level positions, which are defined as Correction Corporal, will be filled in accordance with this Article.

9.02 It is the policy of the Employer to fill all promotions from within the bargaining unit if qualified applicants exist. Whenever a promotion occurs, consideration will first be given to those employees who have continued to demonstrate satisfactory performance in a lower rank. The Employer may consider applicants outside the bargaining unit in the absence of qualified applicants in the bargaining unit. Qualified applicants for the position will be considered based upon the following criteria:

- A. Work Experience
 - 1. Time spent in a lower grade will be considered desirable work experience.
- B. Education
 - 1. related course work
 - 2. related training
 - 3. other course work
- C. Additional skills and abilities
- D. Interview of applicants
- E. Job performance
- F. Recommendations and personal references, only to the extent that they relate to the qualification and character of a non-unit employee, and shall not be accepted from or on behalf of a unit employee.
- G. Seniority

9.03 All these criteria will be considered to be of equal importance. Each applicant will be considered using the criteria to determine which applicant is best qualified to perform the job duties of the position set forth in the posted position and as determined by the Employer. If two (2) or more applicants are considered substantially equal, then the position shall be awarded to the applicant with the greatest seniority.

9.04 Applicants who have completed the application form will be evaluated, provided they meet the qualifications. The qualified applicants, as determined by the Employer, will be interviewed within fourteen (14) days after the posting is completed.

9.05 The Employer will not consider any applications filed after the fifth (5th) working day of the posting, including the day of the posting. Employees interested in applying for the posted position may do so by filling out an application form, which is obtainable from the Personnel Department.

9.06 All promoted employees will be required to satisfactorily complete the required probationary period. If an employee is promoted to a higher job classification and fails to perform properly, he shall be returned to his former classification provided that such improper performance is not a basis for the employee's termination from employment.

9.07 The employee who accepts a promotion shall be paid not less than his old rate as the result of such promotion, but shall be transferred into the new position at a salary at least equal to that which he previously held.

9.08 The final decision will be announced by the Employer, only after all qualified applicants who have been interviewed have been informed of their status.

9.09 The probationary period may be adjusted upward to reflect the effects of authorized leaves of absence or other approved breaks in service.

ARTICLE 10 SENIORITY

10.01 For purpose of this Agreement, a bargaining unit employee's departmental seniority shall be determined by the latest date of full-time employment as an employee of the Erie County Sheriff's Department.

10.02 An employee's seniority shall end and he shall lose re-employment rights except as otherwise stated in this Agreement when:

- A. He voluntarily quits.
- B. He is terminated.
- C. He does not return within five (5) days from the receipt of a notice of recall.
- D. He is on layoff in excess of twenty-four (24) months.
- E. He retires after attaining eligibility to receive benefits as a result of years of service and years of age.
- F. If the Sheriff appoints a person from the bargaining unit(s) to a fiduciary position, he will not lose seniority rights for sixty (60) days, if the individual returns to the unit. One such transfer is permissible per person.

10.03 RANK SENIORITY. An employee's seniority in rank shall be determined by the latest date of appointment to his rank. In the event of a layoff and subsequent displacement to a lower rank, a employee's rank seniority shall continue to accrue as though no displacement had occurred until such time as the employee's recall rights expire. Rank seniority is defined as time served within a rank.

ARTICLE 11 REDUCTION IN FORCE

11.01 The Union recognizes the right of the Employer to lay off a employee(s) when the Employer determines a reduction in force is necessary due to lack of funds, lack of work or the abolishment of positions. A lack of funds means an appointing authority has a current or projected deficiency of funding to maintain current, or to sustain projected levels of staffing and operations. A lack of work means an appointing authority has a current or projected temporary decrease in the workload expected to last less than one year, which requires a reduction of current or projected staffing levels. Abolishment means the permanent deletion of a position(s) from the organization of structure of the appointing authority due to the lack of continued need for the position as a result of an reorganization for the efficient operation of the appointing authority.

11.02 The Employer, having determined a reduction in force is necessary due to the aforementioned reasons, shall notify the Union prior to notifying employees of an impending layoff.

11.03 The Employer shall determine the classification(s) in which a layoff shall occur and the number of employees to be laid off within each classification. Non-full time employees shall be laid off prior to any full time employees.

11.04 A laid off employee shall have the right to displace an employee with less rank seniority or an employee with less departmental seniority in a lower or equivalent rank, provided such employee is qualified/certified to perform the work. The laid off employee may not displace an employee in a RANK if the employee does not meet the minimum qualifications of the rank. An employee may exercise the right to displace another employee within five (5) days of the date of receipt of a layoff notice. The failure to exercise the right of displacement shall not affect the employee's recall rights.

11.05 Each employee to be laid off shall be given advance written notice by the Employer. Such written notice shall be mailed by certified mail to the employee's last known address on file with the Employer. Such notice shall be mailed at least seven (7) calendar days before the effective date of the layoff or layoff due to displacement. The day the letter is mailed shall be the first (1st) day of the seven (7) day period. Each notice of layoff or displacement shall contain the following information:

- A. The reason for layoff or displacement.
- B. The effective date of the layoff or displacement.
- C. The employee's accumulated rank and departmental seniority.
- D. The right of the employee to grieve the effects of a layoff or displacement.
- E. A statement advising the employee that he may have the right to displace another employee and that the employee must exercise his displacement rights within five (5) days of the date he is notified that he is displaced or is notified of layoff.
- F. A statement advising the employee of the right to reinstate or re-employment.
- G. A statement that the employee is responsible for maintaining a current address with his appointing authority.
- H. A statement that the employee may have the option to convert accrued unused leave, if such opportunity to convert leave exists.

11.06 Recalls from layoff will be in the inverse order of layoff (last laid off, first recalled), within the respective classifications included in the Agreement, however, excepting a reduction in force resulting from the abolishment of position(s), immediately prior to or simultaneously with a recall, an employee who has displaced to a lower rank shall be reinstated to his former rank. Further, no new employee or other employee shall be hired or promoted to a rank from which a employee has been laid off or from which he has displaced to a lower rank, or shall a new employee be hired into a higher rank unless no current employee is qualified for promotion to the higher rank.

11.07 In the case of a recall, the Employer shall provide notice of recall by certified mail, return receipt requested, sent to the last known address of record for the employee. Such notice shall include the date and time for the employee to return to work, which shall not be less than five (5) days after the notice is received. If the employee does not report for work at such time, or does not take receipt of the recall letter within five (5) days or make other arrangements with the Sheriff, the employee shall not retain further rights to recall. It is the responsibility of each employee to keep the Sheriff informed of his current address.

11.08 Employees shall retain recall rights, except as otherwise provided herein, for a period of twenty-four (24) months from the date of the layoff. An employee shall not accrue seniority during a period of layoff. Should an employee be on layoff in excess of twenty-four (24) consecutive months, he must recertify to State specifications in order to remain eligible for recall. The Sheriff will pay the cost of any employee who must be recertified upon recall.

11.09 An employee may grieve the effects of a layoff or a displacement at Step 3 (Employer) of the grievance Procedure contained in this Agreement.

11.10 An employee who voluntarily resigns from the Department may, with the approval of the Employer, be reinstated within one (1) calendar year from the date of his separation to his former position if the position is vacant. If the position is not vacant, then the employee may be reinstated to a similar position providing the employee is qualified to perform the duties of the position.

ARTICLE 12 MILITARY LEAVE

12.01 Permanent employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services for periods of up to one month, for each calendar year in which they are performing service in the uniformed services.

12.02 The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. The Employer, upon written verification of military leave pay, will pay the employee his regular rate of pay for no longer than thirty-one (31) days in any calendar year. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payments may be made in any one calendar year under this provision is two hundred and forty-eight (248) hours.

12.03 Employees who have worked for the employer long enough to complete their probationary period will be granted a leave of absence without pay to be induced or to otherwise enter military service.

12.04 An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or make a written waiver of all rights to the position.

12.05 An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

12.06 Employees who are employees of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

12.07 A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the Employer;
- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of line status and pay compatible with his physical condition; and,
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
- E. Sick leave - that amount which has been accumulated at the time of entering service;
- F. Vacation leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;
- G. Automatic salary adjustments; and,
- H. Any changes in classification or pay range which would have been accrued to the position if the employee had been on the job.

ARTICLE 13
JURY DUTY/CIVIL LEAVE

13.01 Any full time bargaining unit employee who is summoned for jury duty shall be granted jury duty leave with full pay. An employee shall provide the Employer with a copy of the Jury Duty Summons when requesting such leave. Leaves granted by the Employer under the provisions of this Article shall commence on the date of appearance noted on such a summons. Employees granted such leave shall notify the Employer immediately upon completion of their jury duty obligation. Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

13.02 On occasion where an employee is released early from his jury duty obligation, such employee shall report to work in order to complete his assigned shift, provided that two (2) or more hours remain in such shift after he has been excused from jury duty for that day. In the event an employee's assigned shift does not correspond with the required jury duty appearance time, the Employer shall reassign such an employee to the shift that would correspond with such a jury duty appearance. Should such a reassignment occur, upon the termination of the employee's jury duty obligation he shall return to his regularly scheduled shift, at the discretion of the Employer.

13.03 If an employee is required to appear in a court of law for personal reasons he may elect to take either accrued but unused vacation leave, Personal Day Leave, or leave without pay with the approval of the Employer. Whenever possible, an employee shall give at least one (1) week advance notice of the need for such a leave.

**ARTICLE 14
VACATIONS**

14.01 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows, and shall be awarded on the employee's anniversary date.

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 year	NONE
1 year but less than 7 years	80 hours
7 years but less than 14 years	120 hours
14 years but less than 21 years	160 hours
21 years but less than 28 years	200 hours
28 years and over	240 hours

14.02 No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

14.03 Vacations shall be taken in minimum increments of one (1) hour. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason the Employer may require vacation requests be made ~~thirty (30)~~ **thirty-five (35)** days prior to the vacation period. Vacation requests shall take precedence over personal day requests. The Employer shall respond to such vacation requests ~~in a timely and reasonable fashion~~ **twenty-one (21) days prior to the days that were requested off**. Adjustments to the schedule will be made based upon seniority, and in accordance with the workload requirements as determined by the Employer. The Employer may waive advance notice if the employee can show that there is a bona fide emergency.

14.04 An employee wishing to change his scheduled vacation shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a "first come - first served" basis for those unscheduled and available weeks remaining. The Employer may waive the advance notice if the employee can show that there is a bona fide emergency. The Employer shall have the right to deny vacation requests if workload requirements so mandate.

14.05 Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs. In the event an approved vacation is canceled or altered by the Employer or a responsible County official, the employee shall be indemnified by the Employer from loss of unrecoverable monetary deposits for reservations or tickets. The employee shall be required to present documentation supporting such claim.

14.06 Generally an employee is requested to take his vacation leave between the year in which it was accrued and the next anniversary date of employment. However, an employee may elect to accumulate vacation from year to year to a maximum of ~~five (5)~~ **two (2) years**. **Effective September 1, 2012, an employee may elect to accumulate from year to year a maximum of two (2) years of accrued leave. Any employee with more than two (2) years of accumulated leave on September 1, 2012, shall receive pay at their regular hourly rate for such excess leave.**

14.07 Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for ~~five (5)~~ **two (2) years**.

14.08 In the case of the death of a bargaining unit employee, the unused vacation leave to the credit of any such employee shall be paid to the surviving spouse or to his estate.

**ARTICLE 15
HOLIDAYS**

15.01 Employees shall be entitled to the following paid holidays:	
New Year's Day	1 st day of January
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4 th of July
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday of October
Veteran's Day	11 th day of November
Thanksgiving Day	4 th Thursday of November
Friday after Thanksgiving	4 th Friday of November
Christmas Day	25 th day of December

15.02 Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in §15.01 above when no work is performed on such holidays. Employees working on holidays will be paid one and one-half (1 ½) times their regular rate of pay for each hour worked in addition to eight (8) hours at their straight time hourly rate for each of the holidays listed in §15.01

15.03 An employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) hours vacation or paid leave time and will be paid for the holiday in addition.

15.04 Holiday hours will be defined as starting at the beginning of the midnight shift prior to the actual holiday and ending with the afternoon shift on the actual calendar holiday.

15.05 In order to be eligible for holiday pay the employee must work the holiday unless the employee has an excused absence. For purposes of this section, excused absence shall be defined as funeral leave as provided in the Agreement, illness which is verified by a physician's certificate, approved vacation leave, and personal day as provided in this Agreement. The employee must be on the active payroll during the week in which the holiday falls.

15.06 Payment for all holidays outlined in §15.01 above shall be made to an employee at his regular straight time hourly rate in a lump sum in three individual checks for each benefit (longevity, holiday and regular paycheck) on the normal pay day in the first ~~second~~ pay period of ~~December~~ **November** of each year. An employee shall not be entitled to any interest which may accrue on such deferred holiday pay.

15.07 An employee who leaves employment with the Employer prior to December of each year other than for reasons outlined in §16.10, shall receive payment in a lump sum for all earned but deferred holiday pay which he has accrued as of the date of his separation. Such employee shall not be entitled to interest which may accrue on such deferred holiday pay.

15.09 An employee shall not be entitled to any holiday pay as provided in this Article during the period he is on an approved leave of absence, or during a period in which he is on layoff.

ARTICLE 16 SICK LEAVE

16.01 CREDITING OF SICK LEAVE. Sick leave credit shall be earned at the rate of 4.6 hours for each bi-weekly pay period in active pay status, including paid vacation, and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

16.02 EXPIRATION OF SICK LEAVE. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave, at the discretion of the Employer.

16.03 CHARGING OF SICK LEAVE. Sick leave shall be charged for actual time absent. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earning.

16.04 USES OF SICK LEAVE.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of the employees immediate family where the employee's presence is necessary for the health and welfare of the employee or affected family member;
 2. Death of a member of his immediate family;
 3. Medical, dental or optical examination or treatment of employee which cannot be scheduled during non-working hours;
 4. If a member of the immediate family is afflicted with a contagious disease or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
 5. Pregnancy of the employee, and/or child birth and other conditions related thereto, and;
 6. If a member of the immediate family needs care which must be provided by the employee, the employee must provide a physician's slip or minister's letter in order to be eligible for sick leave usage.

For purposes of 16.04, members of an employee's immediate family are considered to be: Mother, father, brother, sister, child, spouse, grandparent, grandchild, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, legal guardian, or other person who stands in the place of a parent.

16.05 EVIDENCE REQUIRED FOR SICK LEAVE USAGE. The Employer may require an employee to furnish a standard, written signed statement explaining the nature of the illness or injury, to justify the use of sick leave for either the employee or a member of the employee's immediate family. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

16.06 NOTIFICATION BY EMPLOYEE. When an employee is unable to work, he shall notify his immediate supervisor or other designated person, two (2) hours before the time he is scheduled to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor.

16.07 ABUSE OF SICK LEAVE. Employees failing to comply with sick leave rules and regulations shall not be paid and may be subject to disciplinary action. If the Employer has reason to suspect that a pattern of sick leave abuse exists, the Employer shall inform the employee in question and the labor council coordinator of the suspicion and the reason for the suspected sick leave abuse. If the employee continues to exhibit the same pattern of sick leave use and does not furnish a physician's statement concerning the illness(es), then the employee may be subject to the discipline procedure.

16.08 PHYSICIAN STATEMENT. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician, notifying the Employer that the employee is unable to perform his duties. When the employee is absent for three (3) or more consecutive days due to illness, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties.

16.09 PHYSICIAN'S EXAMINATION. When reasonable under the circumstances, the Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer. When presented with a demand signed by the employee or both the employee and the Union, the Employer shall disclose in writing the circumstances leading up to the Employer's decision to require an examination. It is understood by all parties that such a demand and response are to be held in strict confidence and do not constitute publication. If the employee disagrees with the decision of the professional to whom he has been sent, he may seek a second opinion from a professional of substantially equal credentials and licensure, the cost of which will be borne BY THE employee. If the two opinions are in substantial disagreement the two professionals so rendering those evaluations must mutually agree upon a third professional of substantially equal credentials and licensure whose opinion shall be final and binding. The costs of the third opinion will be borne equally between the employee and the Employer.

16.10 DOCUMENTATION UPON SICK LEAVE USAGE. Any employee who is on sick leave must provide the proper documentation prior to return to work. This documentation shall consist of a completed departmental leave slip, and a doctor's slip if required by this Article. The proper documentation must be turned in to the officer in charge (O.I.C.) prior to the start of the shift. Failure to turn in the proper documentation will result in the absence becoming unapproved, with loss of pay by the employee for the days in question.

16.11 FUNERAL LEAVE.

- A. Employees shall be granted up to three (3) consecutive days leave, with the approval of the Sheriff, upon the death of his spouse, child, parent or parent-in-law, sister, brother, grandparent, stepmother, stepfather, stepbrother, stepsister, stepchild, grandchild, or step grandchild. This leave shall not be charged against sick or other leave benefit in this agreement. Additional leave, up to two (2) consecutive days may be taken and charged against sick leave accrual.
- B. On the written request of the employee, the Employer may grant additional sick leave to a maximum of ten (10) days and then, on the employee's request, may grant additional days as the Employer may deem necessary. Such leave shall be granted upon the approval of the Sheriff at the request of an employee for a maximum of five (5) days on the death of a grandchild, wife's legal guardian or person who had stood in loco parentis, brother-in-law, sister-in-law, daughter-in-law, son-in-law. The Employer shall grant a reasonable number of additional days of sick leave at the request of an employee who shows good cause for an extension.
- C. Such sick leave/funeral leave must be on consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is not scheduled to work, the consecutive work days will be scheduled with the Employer's representative. The employee may be required to submit a death or obituary notice or form from a funeral director with the standard written, signed statement justifying sick leave. The Employer's record of an employee's use of leave under this section shall distinguish funeral leave from regular sick leave.

16.12 After an employee has accrued two-hundred eighty (280) hours of sick time they may elect to cash out up to forty (40) hours of sick time per calendar year at 100% of the employee's base rate of pay, using the following guidelines:

- A. The request must be made to the Sheriff or his designee in writing by May 15th of each calendar year.
- B. The request will list the amount of hours the employee wishes to cash out.
- C. Sick time must be cashed out for a minimum of eight (8) hours and in one-hour (1) increments after the initial eight (8) hours.
- D. The employee will receive the sick time pay on the second pay period in June of each calendar year.

ARTICLE 17 PERSONAL DAYS

17.01 All employees covered by this Agreement shall be entitled to four ~~(4)~~ **five (5)** personal days off with pay in each contract year. ~~Bargaining unit members may request usage of the fifth (5th) personal day annually beginning January 1, 2010 at any time; however,~~ The Employer may decline the request if the request generates mandatory overtime (or revoke previously approved requests). All employees must have successfully completed their probationary period to be eligible for the personal days.

17.02 Such personal days must be taken in four (4) or eight (8) hour increments in the contract year said personal days are earned. There shall be no carry-over of personal days.

17.03 An employee shall take said personal days at his choosing, with the following criteria:

- A. Request for personal day must be made in writing to the Employer or his designee ten (10) days in advance of the intended day off.
- B. Said day off shall not be in conflict with operations of the department.
- C. Sheriff or his designee shall give written approval of said request.

17.04 An employee who has requested a personal day off, but cannot be scheduled for such by December 31 of the year in which said day was earned, shall be paid for such day at the applicable rate of pay.

17.05 Should an employee not attempt to schedule his personal days off by December 31 of the year in which said days were earned, he shall forfeit said personal days and not be entitled to compensation for such days.

**ARTICLE 18
LEAVES OF ABSENCE WITHOUT PAY**

18.01 FAMILY LEAVE. The Family Leave Act shall apply to unit employees on the date it becomes effective as to public agencies. The terms of that Act shall apply except as they may be enlarged by the provisions of §18.02. An employee is eligible for family leave upon completion of one (1) year of employment.

18.02 PERSONAL LEAVE. The Employer may grant a personal leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a minimum duration of one (1) week for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by both Union and Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may impose discipline up to and including discharge.

18.03 FAILURE TO RETURN FROM LEAVE OF ABSENCE. An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his representative, may be terminated from employment.

**ARTICLE 19
HOURS OF WORK/OVERTIME**

19.01 The standard work period for all full-time employees covered by the terms of this Agreement shall be fourteen days (14) days. The work period shall be computed starting Sunday and ending on the fourteenth day following. Each work period thereafter shall be computed beginning the next Sunday and run for the next fourteen (14) day period. Hours worked shall include holiday time, vacation time, bereavement leave, and personal days. Sick leave shall not be counted towards hours worked for purposes of overtime payment unless the employee provides a signed physician's statement for the period of sick leave.

19.02 Each employee, during the fourteen (14) day period outlined above, shall work an average of forty (40) hours per week.

19.03 When an employee is required by the Employer to work in excess of eighty (80) hours in a work period as defined in §19.01 above, he shall be compensated at the rate of one and one-half (1-1/2) times his regular straight time hourly rate for all hours worked in excess of eighty (80) in the fourteen (14) day period. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. An employee must be prepared to work overtime without prior notice and/or all overtime that is scheduled shall be worked.

- A. When the Employer has determined a need for overtime to be worked, the Employer will attempt to post an overtime sign up sheet in advance of the need. Overtime from these sign up sheets will be awarded by rank seniority starting with the most senior officer. Any overtime that is not signed up for, will be assigned to the lowest rank seniority officer available.**
- B. When a need for overtime to be worked without prior notice exists, the Shift Supervisor or OIC will schedule the overtime. It will first be offered by rank seniority starting with the most senior officer on the schedule. If no officer volunteers for the overtime, it will be assigned to the lowest rank seniority officer on the schedule.**

C. Any officer that elects to work overtime on their regular scheduled day off will not be forced additional overtime on that day, unless the Employer determines an emergency exists (i.e., no other officer available).

D. Once an officer has worked 4 hours of overtime combined with their regular scheduled shift day they will not be forced additional overtime for that shift unless the Employer determines an emergency exists (i.e., no other officer available, gender specific assignment).

19.04 TRADING DAYS OFF. Employees of the bargaining unit in the same job classification and with the same assigned duties may be permitted to voluntarily exchange days off. Before any days off can be exchanged, a notification must be filed with the Sheriff's office. The notification shall contain:

- A. The specific day(s) to be exchanged;
- B. The signatures of both parties to the exchange.

It is agreed that the exchange of days must be completed within one (1) calendar year. The Employer is hereby indemnified by the signatures to the exchange for any financial liability resulting from a party to the exchange who fails to satisfy the agreement.

19.05 SHIFT & DAY OFF TRADE OR EXCHANGE.

- A. Employees with the same job description or assigned basically similar job responsibilities and duties may be permitted, on written request submitted not later than one (1) week in advance, to exchange assigned shift hours for a period of no less than one (1) work day nor more than twenty (20) work days. The employee may trade shifts for consecutive periods of twenty (20) work days. The Employer will not unreasonably deny approval to change shifts. The Employer may deny approval for operational reasons.
- B. Employees whose job description or job responsibilities and duties are peculiar to them individually may be permitted, on written request submitted no later than one (1) week in advance to exchange one or more scheduled days off for scheduled work days subject to the limitations that such exchanges must occur entirely within the employee's pay period.
- C. If an employee is on an extended sick leave, the Employer reserves the right to deny the trading of that employee's shift or days off to another employee in the bargaining unit.

19.06 Employees shall be entitled to a period of relief of no less than thirty (30) minutes in duration for every eight (8) hour shift worked. The relief period shall commence when the employee physically exists the assigned work station or vehicle.

19.07 Management, at its discretion, shall make a lounge area available where the employees will have privacy to eat or perform other tasks usually done on break, or management may allow the unit employees to exit the Employer's premises.

19.08 Employees agree that they shall endeavor to maintain contact with the Communications Center at all times during the relief period. In the event of a police emergency, all employees will report to the assigned duty stations at once, or as quickly as safety allows.

19.09 It is the responsibility of the Shift Supervisor, or Officer in Charge, to make arrangements for the relief of on-duty unit employees.

19.10 Seniority Scheduling. Employees will be permitted to bid on preferred shift assignments/days off, as established by the Employer. The bidding sheet will be made available three (3) times in a calendar year. The bidding sheet will be posted March 1st, July 1st, and November 1st of each calendar year and will be completed by bargaining unit members within fourteen (14) days, after which the Employer will assign bargaining unit members who have not bid to un-bid shifts. Any employee on an approved leave of absence (to include vacation, sick time, sick leave bank, family leave, workers compensation leave or approved personal leave of absence) may request their preference through the Jail Administrator or his

designee during the bidding period. Shift assignments shall begin the first full pay period in January, May, and September of each calendar year.

Management will determine the days off available for each group within the Jail Division (i.e., Corporals, Corrections Officers and Court Officers).

If there are only two (2) female officers assigned to a shift, they cannot share the same day/days off. This will ensure that there is adequate female officer coverage to meet jail requirements.

Bargaining unit members will bid only within their classification, pursuant to rank seniority.

Shifts will be awarded by rank seniority starting with the most senior officer.

Employees will not be permitted to withdraw their bid once it has been recorded.

19.11 Officer In Charge. If no supervisor, Corporal, or Sergeant is working and a Corrections Officer is Officer in Charge, said Corrections Officer shall be paid at Corporal's rate of pay. The Officer in Charge would be appointed by seniority.

ARTICLE 20 BULLETIN BOARDS

20.01 The Employer agrees to provide a locked bulletin board in close proximity to the time clock in the jail, for use by the Union. The Union shall receive and retain all keys and shall be authorized to supplement or change a locking device at its cost.

20.02 All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the Local Union president or his designee or stewards during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees, and independent arms of the Union;
- G. Rulings or policies of the Union.

All other notices of any kind not covered (a) through (g) above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in (C) through (E) above.
- B. Personal attacks upon any other employee or any other employee; or any elected office holder;
- C. Attacks on any employee organization, regardless of whether the organization has local membership.

If the Employer alleges a violation of this section, he shall, by written memorandum containing the basis for the allegation, direct the responsible Union official to remove the document. The Union official, if on duty, shall comply by the end of his shift, or if not on duty, within a twelve (12) hour period following receipt of said order.

20.03 No union related materials of any kind may be posted anywhere in the Employer's facility, or on the Employer's equipment except as provided above. The Employer or his ranking representative shall, on his own initiative or on complaint, immediately remove the posted material.

ARTICLE 21 SAFETY AND HEALTH

21.01 The Employer shall make reasonable provisions for the safety and health of employees while on-duty. It is an employee's responsibility to comply with all established safety and health rules and regulations, policies and procedures. Should an employee be aware of an unsafe or unhealthful working condition, he shall immediately notify the Employer in writing with a copy retained, of such unsafe and/or unhealthful working condition. It shall be the responsibility of the Employer to investigate such conditions and take such reasonable actions so as to comply with applicable state or federal laws, regulations or standards.

21.02 All employees are responsible for notifying the employer of any equipment or working conditions which the employee believes to be unsafe. The reporting of such conditions shall be to the Sheriff or his designee. The employer will take reasonable precautions to insure that all equipment is in safe condition. The parties recognize that the duties of the employees regularly place them in potentially dangerous situations. The parties therefore recognize that these work-related duties are exempt from this section.

21.03 The parties agree that any safety concerns may be addressed in accordance with Article 22, Labor Management meetings., ~~§23.02, §23.06.~~

ARTICLE 22 LABOR MANAGEMENT MEETINGS

22.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the employer and/or his designees (no more than three (3) management representatives total) shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in §22.02. Additional representatives may attend by mutual written agreement.

22.02 An agenda shall be agreed upon by the parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The parties shall also supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees of the Union;
- C. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure, but only when such discussion is mutually agreed to by the parties; or, in the event a party to the grievance is not represented by the Union, then only with the written authority of the party to the grievance;
- D. Disseminate general information of interest to the
- E. parties;
- F. Give the Union representatives the opportunity to share the views of their employees on topics of interest to both parties; and
- G. To consider and discuss health and safety matters relating to employees.

22.03 If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible and shall be subject to the provisions of §23.02.

22.04 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

**ARTICLE 24
HOSPITALIZATION/MAJOR MEDICAL**

24.01 The Employer shall select the carrier for the insurance programs herein. However, any change in carriers or programs will not reduce any of the current levels of benefits in force and effect as of, the date of ratification, as described in Appendix F unless otherwise mutually agreed between the parties as referenced below.

24.02 Employees of the Bargaining unit in full-time active pay status, or approved Family and Medical Leave, are eligible to participate in the health insurance plan provided to the Employer's non-bargaining employees for the duration of this Agreement, as provided below:

A. Any change in carriers or programs, as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioners and the bargaining unit, will amend this agreement to reflect said change.

~~B. Effective upon ratification of this agreement, employees will be required to pay \$ 35.00 per month for single medical /vision coverage and \$ 65.00 per month for family medical /vision coverage. Effective upon ratification of this agreement, Employees will be eligible to participate in the contribution credit program.~~

C. ~~Effective 01/01/10,~~ Employees will be required to contribute at the same rate as non-bargaining unit employees as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioners and the bargaining unit.

D. The mandatory spousal enrollment provision of the Health Insurance Plan will not be implemented during the life of this contract.

E. The Union's designee will continue to be a member of the County's Cost Containment and Wellness Committee and may attend these meetings on County time if during the employee's regularly scheduled shift; Attendance shall not be unreasonably denied nor shall it generate overtime.

24.03 Insurance Booklets shall be provided to all eligible employees. Eligibility for medical, vision, dental and life insurance begins after ninety (90) days of employment. The current Master Plan Document will be available on-line at www.erie-county-ohio.net www.eriecounty.oh.gov.

24.04 LIFE INSURANCE. The Employer will provide a Fifty-thousand (\$50,000) Term Life Plan with A. D. & D. for the life of this Agreement.

24.05 Health care/dental premium contributions will go through IRS Section 125 Plan (pre-tax). All medical premium deductions will be evenly split between the first two pays of each month as is the current practice for employees in the MedPlus 4 Plan.

24.06 VOLUNTARY PLANS Any plan in which the employee pays a portion of or the entire monthly premium is understood to be a voluntary participation plan. The County reserves the right to increase the premiums for such voluntary plans, including, but not limited to, COBRA and the family dental plan. ~~Effective on the date of the ratification of this agreement the employee contribution for the single dental plan shall be \$ 3.00 per month and for the family dental plan shall be \$ 25.00 per month. Effective 01/01/10,~~ Employees will be required to contribute at the same rate as non-bargaining unit employees.

24.07 Employees will be required to continue to use the mail order system when purchasing maintenance drugs after the second retail fill.

~~24.08 Effective on the date of ratification of this agreement, Employees will be required to pay a \$ 20.00 Co-pay on all physician office visits.~~

**ARTICLE 25
WAGES**

25.01 Each bargaining unit member who has completed his probationary period, and who is employed as of the date of the start of this Agreement, shall be compensated at the rates of pay established on the pay schedule as listed in Appendix B. ~~The rate of pay will be increased two percent (2%) each year of the contract for Corrections Officers. The rate of pay will be increased 3% in 2009, 3% in 2010 and 4.4% in 2011 for Corporals.~~ **The rate of pay will be increased zero percent (0%) for 2012; zero (0%) for 2013; and, zero percent (0%) for 2014.**

25.02 SHIFT PREMIUM. Bargaining unit members working the afternoon shift will be paid a shift premium of thirty-five cents (35¢) per hour. Bargaining unit members working the midnight shift will be paid a shift premium of fifty cents (50¢) per hour.

25.03 LONGEVITY PAY. Each employee shall be paid longevity compensation issued in a separate check annually on the first pay period in December based on the following schedule:

SERVICE	ANNUALLY
5 years	\$500

Each year after five continuous (5) years of employment, an employee is entitled to an additional amount of One Hundred Dollars (\$100.00) for each year of employment, annually, up to a maximum of Two Thousand Dollars (\$2,000.00). [Years of Service X \$100 = Total annual amount, i.e., 13 years X \$100 = \$1,300.00]

25.04 CALL IN PAY. "Call In Pay" is for work performed by a employee of the bargaining unit for the Employer outside the employee's regularly scheduled work period. Compensation for work performed on such call in status shall be compensated at actual time worked, or a two (2) hour minimum, whichever is greater. If the payment of such time results in the employee working more than 80 hours in a fourteen (14) day period, said hours exceeding 80 will be paid at the rate of time and one-half.

25.05 COURT TIME COMPENSATION. Off-duty employees shall be compensated at the straight time rate for a minimum of two (2) hours, or for the actual time spent, whichever is greater, in any court of record, Prosecutor's Pretrial Conference or any court-related appearance arising out of his official duties. If the payment of such time results in the employee working more than 80 hours in a fourteen (14) day period, said hours will be paid at the rate of time and one-half. The employee shall prepare the appropriate form and submit the form to the Employer for approval. This form shall be filled out as completely as is possible. In the appropriate space, the employee shall enter details pertinent to the appearance.

**ARTICLE 26
SEVERANCE PAY**

26.01 An employee, upon resignation or retirement from the Department, shall receive payment for all accumulated but unused time accounts, in personal days, vacation time, overtime, holiday leave and longevity.

26.02 Accrued sick time shall be paid at the rate of one-fourth (1/4) of 960 hours, up to a maximum of 240 hours. Longevity will be prorated for time worked.

26.03 All time shall be paid at the employee's base rate of pay at the time of his resignation or retirement.

**ARTICLE 27
UNIFORM MAINTENANCE**

27.01 The Employer shall furnish uniforms to the employees in accordance with the Employer's usual practice. employees whose performance of regularly assigned duties and/or responsibilities would be compromised by uniform attire shall be authorized, through a voucher or other financially reconcilable system established by the Employer, to purchase shirts, trousers, neckties, sport coats or blazers, jackets or outer coats, hats and shoes in an amount not to exceed \$200.00 in each calendar year.

27.02 The Employer shall continue to issue replacement clothing for items that have been damaged or destroyed during the course of employment. The employee must notify the Employer in writing when clothing needs to be repaired or replaced. Uniforms shall be ordered in an expeditious manner.

27.03 Identification cards, with photographs, will be provided to all employees of the bargaining units.

27.04 Employees must return all uniforms and other items issued by the Employer when they terminate their employment with the Erie County Sheriff's Department. An employee shall not receive their final paycheck until such time as all equipment issued to the employee by the Employer has been returned.

27.05 The employer will provide for the dry cleaning of one (1) uniform per week at no cost to the employee at a designated vendor as determined by the employer, effective April 2003.

**ARTICLE 28
EDUCATION BENEFIT**

28.01 An employee covered by this Agreement shall be entitled to an educational expense reimbursement amount as follows:

- A. In the first (1st) year of usage, the employee is entitled up to Three Hundred Dollars (\$300.00) in that school year for criminal justice related courses.
- B. If an employee takes advantage of the first (1st) year of educational expense reimbursement under this section, in the second (2nd) consecutive year, the employee shall be entitled up to Four Hundred Dollars (\$400.00) in that school year for criminal justice related courses.
- C. If an employee takes advantage of the first (1st) and second (2nd) consecutive years of educational expense reimbursement under this section, in the third (3rd) consecutive year, the employee shall be entitled up to Five Hundred Dollars (\$500.00) in that school year for criminal justice related courses.
- D. Under this section, all courses must be determined as criminal justice related by the Employer prior to the approval of reimbursement for expenses.

28.02 To be eligible for this educational reimbursement employees shall:

- A. Have the Employer approve such course as criminal justice related;
- B. Be enrolled in an accredited institution of higher learning;
- C. Provide documentation of costs incurred, and;
- D. Receive a letter grade of "C" or better.

Failure to comply with all segments of §28.02 of this Article shall be cause for the denial of the educational reimbursement.

**ARTICLE 29
INJURED ON DUTY PAY**

29.01 An employee of the bargaining unit who is injured in the line of duty as the result of a violent action requiring hospitalization or is medically certified as injured shall be placed on the Injured on Duty roster. The employee shall receive all compensation and benefits to which he or she would be entitled, except for having incurred the injury, for a period not to exceed three-hundred sixty-five (365) days.

29.02 A statement by a certified physician must be presented to the employer by the third (3rd) day of continual absenteeism for the employee to receive benefits under this Article. In situations where it is physically or mentally impossible for the employee to notify the employer of the incapacitation condition, the notification must be filed as soon as it is possible. In the same manner an injured employee, if physically and mentally able, must file an injury report with the employer within seventy-two (72) hours of the event that caused the injury. If the employee is not able to notify the employer in the seventy-two hour period, the injury report must be filed as soon as possible.

29.03 If a second medical opinion is required by the employer, any fees resulting from the second opinion must be paid by the Employer.

29.04 If the employee remains incapacitated beyond the three hundred and sixty-five (365) day limit, then the employee must use sick leave or other accrued leave to remain in an active paid status.

29.05 It is understood that the employee shall file a claim for Workers' Compensation. Injury leave is provided by the Employer as a supplement for Workers' Compensation, to ensure the injured employee is not made to suffer a monetary loss as a result of the on duty action. The provisions of the Article shall only apply when the injured employee signs an agreement authorizing the repayment of the supplemental wages received from Workers' Compensation to the Treasurer of Erie County. Should the employee not

sign such an agreement, then the employee shall be required to use his accrued sick time or take a leave of absence without pay.

29.06 The Employer will not be held liable for injuries to an employee resulting from, or arising out of, outside employment and off the job injuries. It is also understood that the Employer will have no liability under this clause if the injury results from gross negligence or a failure to observe Departmental policy.

29.07 An employee returning to active status from the "Injured on Duty" roster must have a physician's release to return to work. Final judgment on the employee's ability to adequately perform his job rests with the Employer, who may direct the employee to submit to further examination at the Employer's expense.

29.08 The Employer reserves the right to withhold benefit payment or to take disciplinary action, up to and including discharge, against any employee who is found guilty of submitting a false claim for benefits covered under this clause. In addition, if the employee is found to be working for another employer while on injury leave, he is likewise subject to discipline up to and including dismissal.

ARTICLE 30 PERS TAX DEFERRAL

30.01 Upon the combined granted permissions of Internal Revenue Service of the United States and the Ohio Public Employees Retirement System, or June 1, 1990, whichever occurs later, the Employer shall designate the amount prescribed by law **(10% for 2012)** of gross wages paid each year by individual bargaining unit employees to the Ohio Public Employee Retirement System as Employer-paid for the purpose of deferred state and federal income taxes under the pension pick-up plan commonly referred to as "Salary Reduction Plan". Each bargaining unit employee will continue to pay the required amount of gross salary as prescribed by law **(10% in 2012)** to OPERS. The Employer will continue to pay its required share as defined by the statutory laws of the State of Ohio.

30.02 This benefit is not optional with each individual bargaining unit employee. All employees will be placed in the plan listed in §30.01 of this Article for the duration of their employment with the County. Vesting of the employee and Employer share will continue to be governed by the laws of the State of Ohio.

ARTICLE 31 NO STRIKE/NO LOCKOUT

31.01 The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides for the orderly resolution of grievances. The parties therefore agree that a strike will be defined as the following:

A strike means any concerted action on the part of the bargaining unit employees failing to report to duty; willful absence from one's position; stoppage of work; slowdown; or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

31.02 During the term of this Agreement, the Union, its representatives and employees, shall not authorize, cause, engage in, sanction, support, or assist in any action defined as a strike which affects the Employer or his operations. If, in the opinion of the Employer, such concerted actions occur, the Employer will give written notice, including the basis for the allegation, to the Union's Labor Council Coordinator. The Coordinator shall cooperate with the Employer and shall actively discourage and endeavor to terminate the alleged actions. Cooperation shall specifically include a prompt notification to employees of the bargaining unit to the effect an alleged violation of this Article is in progress. Such notification shall instruct employees to cease and desist from their alleged action. Should the Coordinator fail to post such notice, the Union shall not contest the Employer's request to the State Employment Relations Board for retroactive penalties in the event the Board determines an unauthorized strike has occurred.

- A. Any employee of a bargaining unit who, without legitimate excuse, knowingly fails to return to work immediately on or at the next scheduled duty time, after notification by the Union as provided herein, or who knowingly continues to participate or promote strike activities as defined, may be disciplined to the extent provided herein.
- B. Should the State Employee Relations Board determine an unauthorized strike has occurred, the Employer:
 - 1. May remove or suspend those employees who one day after notification by the public Employer of the Board decision that a strike is not authorized continue to engage in the unauthorized strike; and
 - 2. If the employee is appointed or reappointed, employed, or re-employed, as a public employee, within the employ of the Employer the employer may impose the following conditions:
 - a.) The employee's compensation shall in no event exceed that received by him immediately prior to the time of violation;
 - b.) The employee's compensation is not increased until after the expiration of one year from the appointment or reappointment, employment or re-employment.
 - 3. Shall deduct from each striking employee's wages, if the Board also determines that the public Employer did not provoke the strike, the equivalent of two days wages for each day the employee remains on strike commencing one day after receiving the notice called for in division (C)(1) of this section. The Employer shall give the employee credit for wages not paid after that point in time due to the employee's absence from his place of employment because he is on strike. Any penalty that is imposed upon the employee, except for the penalty imposed under division (C)(3) of this section, may be appealed to the Board. The Board may modify, suspend, or reverse the penalty imposed by the public Employer, if the Board does not find that the penalties are appropriate to the situation; the imposition of a penalty is appealable to the Court.

31.03 During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees, provided that said employees have not violated §31.02(A) of this Article. If the Employer reasonably believes that a violation of §31.02(A) has occurred, the employees so violating that section may be locked out for up to seventy-two (72) hours pending a review by the court or the State Employment Relations Board of the strike and its legality. If it is determined that there was no strike or that the strike was lawful, the Employer shall reimburse locked out employees for all earnings lost as a result of the lockout.

31.04 Nothing in this Article shall be construed to limit or abridge the parties' right to seek available remedies provided by law to deal with any unauthorized or unlawful strikes or lockouts.

**ARTICLE 32
WAIVER IN CASE OF EMERGENCY**

32.01 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Erie County Commissioners, the Federal or State Legislature, or the Sheriff, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer.

- A. Time limits for management replies on grievances, or Union submissions of grievances.
- B. Selected work rules and/or agreements and practices inconsistent with emergency operations relating to the assignment of all employees.

32.02 Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the applicable point in the Grievance Procedure to which they had properly progressed.

32.03 In the event an emergency declared by local County Officials is not terminated within ten (10) days, the Employer shall meet with the Union and show cause for continuation.

Continuation of an emergency in excess of ten (10) days may be the basis of a grievance, subject to §32.01 of this Article.

**ARTICLE 33
DUES CHECK OFF**

33.01 The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for membership in the bargaining units upon the employee's submission to the Employer of a voluntary, written dues authorization form as provided herein.

33.02 The Employer shall deduct such Union membership dues once each month from the pay of an eligible employee in the bargaining units upon receiving such written dues authorization. The signed payroll deduction form (See Appendix D) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

33.03 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, provided that the Employer complies with the provision established herein. The union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

33.04 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

33.05 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

33.06 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

33.07 The rate at which dues are to be deducted shall be certified to the Employer within thirty (30) days of the ratification of this Agreement by the Director of the Union and during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

33.08 Any dues, fees, or assessments collected by the Employer as part of this Agreement shall be transmitted once each month to the Fraternal Order of Police, Ohio Labor Council, Inc. at 222 E. Town St., Columbus, OH 43215-4611.

ARTICLE 34 FAIR SHARE FEE

34.01 Any present employee of the Erie County Sheriff's Department who is an employee of the Union on the effective date of this Agreement, or any employee who becomes a employee during the life of the Agreement and who thereafter resigns from the Union during the terms of this Agreement, or any present employee or any new employee who elects not to become a employee of the Union shall pay to the Union a fair share fee. This provision shall not require any employee to become or remain a employee of the Union, nor shall the fair share fee exceed the dues paid by employees of the Union in the same bargaining unit. The amount of fair share fees required to be paid by each non-member employee in the unit shall be the amount of the regular dues paid by the employees in the unit who are employees of the Union less each non-employee's proportionate share of the amount of the Union's dues and fair share fees spent on activities not chargeable to such fair share fees, if any. The Union shall prescribe an internal procedure to determine a rebate, if any, of the fair share fee. At the end of each calendar year the Union shall notify the Employer of the content and implementation results of its internal rebate procedure. If any employee challenges the propriety of the Union's use of such fee, deductions shall continue, but the funds shall be placed in an interest-bearing escrow account jointly administered by the Employer and the Union, until a resolution of the challenge is reached pursuant to the provision of ORC 4117.09(C) or through proceedings in the courts.

ARTICLE 35 SEVERABILITY

35.01 This Agreement is subject to all applicable state or federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted whenever possible so as to comply fully with such laws, provisions and/or any decision by an official, board, or judicial body having authority to interpret them.

35.02 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or a provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect. Further, the parties shall meet promptly at mutually convenient times to negotiate replacement language for such invalidated provision(s).

**ARTICLE 36
DURATION OF AGREEMENT**

36.01

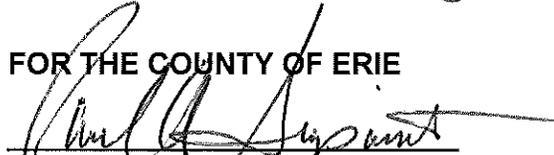
- A. This Agreement shall be effective as of January 1, 2012, and shall remain in full force and effect until December 31, 2014, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

36.02 EFFECT OF AGREEMENT. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled.

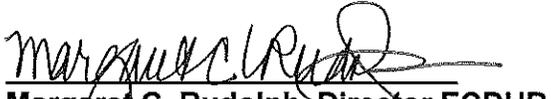
SIGNATURE PAGE

IN WITNESS HEREOF, the parties hereto have executed this Agreement at Sandusky, Ohio,
this 2nd day of August 2012.

FOR THE COUNTY OF ERIE



Sheriff Paul A. Sigsworth



Margaret C. Rudolph, Director ECDHR

FOR THE LABOR COUNCIL



Chuck Choate
FOP-OLC Representative



Yon Roth



Scott Hamernik

APPROVED AS TO FORM:



Kevin J. Baxter, Erie County Prosecutor
By: Sandy J. Rubino
Chief Assistant Prosecuting Attorney

APPENDIX A

BARGAINING UNIT

Corrections Officer
Corporal

APPENDIX B

WAGE RATES

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Corrections Officer (Regular/Overtime)	\$ 23.06 / 34.59	\$ 23.06 / 34.59	\$ 23.06 / 34.59
Corporals (Regular/Overtime)	\$ 25.38 / 38.07	\$ 25.38 / 38.07	\$ 25.38 / 38.07

Corrections Officer
After First Year 80% of base rate
After Second Year 85% of base rate
After Third Year 100% of base rate

*Longevity pay will be computed into base rate for overtime purposes as follows:

Longevity divided by 2,080 hours + hourly rate at time and one half + shift premium at time and one half = overtime pay.

Wage increases will take effect the beginning of the first pay period that includes January 1st of each calendar year.

(Wage increases for Corrections Officers and Corporals reflect a 0% increase for 2012; 0% wage increase for 2013; and 0% wage increase for 2014.)

**APPENDIX C
PAYROLL DEDUCTION FORM**

APPENDIX D: TRANSITIONAL WORK PROGRAM

What is a Transitional Work Program?

A transitional work program uses real job duties to accommodate injured workers' medical restrictions for a specified time period – generally not exceeding two to three months – to gradually return them to their original job. It includes job analyses of the employees' job tasks, labor-management collaboration, program-policy development and program evaluation for effectiveness. Also, the program may include on-site therapy tailored to the injured worker.

What are the benefits of a transitional work program for employees?

It allows the work-injured employee to continue being a productive member of their department, while ensuring that their physical limitations are not exceeded. It is a proven fact that an injured worker's recovery is accelerated when they are active and productive. It also ensures that they continue their benefits and paycheck without interruption, and that FMLA time is not being accumulated.

What are the benefits to the employer?

An effective transitional work program helps to keep W/C premiums down. W/C costs are charged back to each department, and have a direct impact on your budget. Good claims management activities such as transitional work ensures that we remain "credit rated", and helps to keep our premiums low. Poor claims management can result in a penalty rating, causing a significant increase to the entire county's premiums. Currently, all departments in Erie County offer transitional duties for their employees, with the exception of the Sheriff's department.

How will the formulation of a transitional duty program be conducted?

BWC's Transitional WorkGRANT\$ Program provides up to 80 percent of the program development costs up to a set limit. However, our TPA for workers compensation has agreed to pay the full amount above 80 percent of this service, providing we use Integrated Benefits Management, a BWC approved transitional work vendor. Therefore, there would be no out of pocket expense for us. It is crucial to note that the development of this program is dependent upon combined efforts of both labor and management, and will be facilitated by a neutral outside company specializing in the development of these programs.

APPENDIX E: HEALTH INSURANCE SIDE LETTER

The parties agree to form a Labor/Management Cost Containment Committee consisting of four (4) representatives from labor including the President or designee and four (4) representatives from management including the Director of Human Resources. The Union president will also be a member of the County's Labor Management Cost Containment Committee.

Appendix F: Hospitalization Plan

ERIE COUNTY BOARD OF COMMISSIONERS

TIER I

2012 - Single: \$39/mo Family: \$105/mo

2013: TBD

2014: TBD



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Older Aged Child	(Up to age 28 w/add'l premium cost; contact HR for details)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints (except Organ Transplants)	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$500 / \$1,000
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,050/\$1,850	\$2,100 / \$3,700
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Urgent Care Office Visit ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Surgical Services in Physician' Office	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services – Allergy Testing and Treatment	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services- Injections, Biofeedback, Dialysis and Interpretations of Diagnostic Tests ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services – Cardiac Rehabilitation, Chemotherapy, Infusion Therapy, Radiation Therapy and Respiratory Therapy	80% after deductible	70% after deductible
All Immunizations	80% after deductible	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	
Routine Physical Exam, Routine Lab, X-Ray and Diagnostic Tests (Routine Physical Exam limited to one per benefit period)	100%	100%
Well Child Care Services including Exam, Laboratory Tests and Immunizations (To age 21)	100%	100%
Routine Mammogram and Routine Exam/Office Visit associated with Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test & Routine Exam/Office Visit with Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Hearing Test	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Outpatient Services		
Surgical Services (Other than a Physician's Office)	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Physical and Occupational Therapy (Professional limited to 10 visits, then subject to Medical Review)	Professional-80% after deductible; Facility- 80% after deductible	Professional 70% after deductible; Facility- 70% after deductible
Chiropractic Therapy (Limited to 12 visits period)	80% after deductible	70% after deductible
Speech Therapy	Professional-80% after deductible; Facility- 80% after deductible	Professional 70% after deductible; Facility- 70% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Cardiac Rehabilitation (Other than a Physician's Office)	80% after deductible	70% after deductible
Emergency use of an Emergency Room ⁴	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁵	\$50 copay, then 80% after deductible	\$50 copay, then 70% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Maternity	80% after deductible	70% after deductible
Skilled Nursing Facility (90 days per benefit period)	80% after deductible	70% after deductible
Organ Transplants	80% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments (Other than a Physician's Office)	80% after deductible	70% after deductible
Ambulance	80% after deductible	80% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	70% after deductible
Hospice	80% after deductible	70% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
TMJ Services (\$1,000 per benefit period)	Benefits based on services rendered	Benefits based on services rendered
Refractive Eye Surgery (Professional services limited to a \$500 lifetime maximum)	100%, (no deductible)	100%, (no deductible)
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug Services (Caremark)	\$ 5 / \$ 15 / \$ 30 \$ 10 / \$ 30 / \$ 60	
Retail – 30 Day Supply		
Mail Order – 90 Day Supply		

Note: Deductible expenses incurred for services by a network provider will also apply to the non-network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

ERIE COUNTY BOARD OF COMMISSIONERS

TIER II

2012 - Single: \$35/mo Family: \$65/mo

2013: TBD

2014: TBD



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Older Aged Child	(Up to age 28 w/add'l premium cost; contact HR for details)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints (except Organ Transplants)	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$750 / \$1,500	\$1500 / \$3,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,500/\$3,000	\$3,000 / \$6,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Urgent Care Office Visit ²	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Surgical Services in Physician' Office	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services – Allergy Testing and Treatment	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services- Injections, Biofeedback, Dialysis and Interpretations of Diagnostic Tests ²	\$20 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services – Cardiac Rehabilitation, Chemotherapy, Infusion Therapy, Radiation Therapy and Respiratory Therapy	80% after deductible	60% after deductible
All Immunizations	80% after deductible	60% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	
Routine Physical Exam, Routine Lab, X-Ray and Diagnostic Tests (Routine Physical Exam limited to one per benefit period)	100%	60% after deductible
Well Child Care Services including Exam, Laboratory Tests and Immunizations (To age 21)	100%	60% after deductible
Routine Mammogram and Routine Exam/Office Visit associated with Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test & Routine Exam/Office Visit with Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine Hearing Test	\$25 copay, then 80% after deductible	\$35 copay, then 70% after deductible
Outpatient Services		
Surgical Services (Other than a Physician's Office)	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy (Professional limited to 10 visits, then subject to Medical Review)	Professional-80% after deductible; Facility- 80% after deductible	Professional 60% after deductible; Facility- 60% after deductible
Chiropractic Therapy (Limited to 12 visits period)	80% after deductible	60% after deductible
Speech Therapy	Professional-80% after deductible; Facility- 80% after deductible	Professional 60% after deductible; Facility- 60% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Cardiac Rehabilitation (Other than a Physician's Office)	80% after deductible	60% after deductible
Emergency use of an Emergency Room ⁴	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ⁵	\$75 copay, then 80% after deductible	\$75 copay, then 60% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (90 days per benefit period)	80% after deductible	60% after deductible
Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments (Other than a Physician's Office)	80% after deductible	60% after deductible
Ambulance	80% after deductible	80% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
TMJ Services (\$1,000 per benefit period)	Benefits based on services rendered	Benefits based on services rendered
Refractive Eye Surgery (Professional services limited to a \$500 lifetime maximum)	100%, (no deductible)	100%, (no deductible)
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug Services (Caremark)		
Retail – 30 day supply	\$ 15 / \$ 40 / \$ 60	
Mail Order – 90 day supply	\$ 30 / \$ 80 / \$ 120	

Note: Deductible expenses incurred for services by a network provider will also apply to the non-network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



Erie County Board of Commissioners
Tier III SuperMed Plus HSA
2012 Employer Contribution:
Single= \$400 Family = \$ 800
2012 Employer Match:
Single = \$ 420 Family = \$ 780
2013 & 2014 = TBD



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26; Removal upon End of Birthday Month (Dependents may be covered up to age 28; contact HR for details)	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period	None	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$2,000 / \$4,000	\$4,000 / \$8,000
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$4,000 / \$8,000
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visit	100% after deductible	80% after deductible
Surgical Services in Physicians Office	100% after deductible	80% after deductible
Diagnostic Services in Physicians Office	100% after deductible	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing and Treatments	100% after deductible	80% after deductible
Preventative Services		
Routine Physical Exams	100%	80% after deductible
Well Child Care Services including Exam and All Immunizations (To age 21)	100%	80% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	80% after deductible
Routine Hearing Exams	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Bone Density	100%	80% after deductible
Routine PSA	100%	80% after deductible
Routine Colorectal Cancer Exam	100%	80% after deductible
Routine Laboratory, X-ray and Medical Tests (Age 21 and older)	100%	80% after deductible
Routine Endoscopic Services	100%	80% after deductible
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Physical Therapy – Professional and Facility	100% after deductible	80% after deductible
Occupational Therapy – Professional and Facility	100% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100% after deductible	80% after deductible
Speech Therapy – Facility and Professional	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (Limited to 120 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Diabetes Education/Training	100%	80% after deductible
Ambulance	100% after deductible	100% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	100% after deductible	80% after deductible
Home Healthcare	100% after deductible	80% after deductible (120 visits per benefit period)
Hospice	100% after deductible	100% after deductible
Organ Transplants ²	100% after deductible	50% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	100% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services	100% after deductible	80% after deductible
Prescription Drug (Caremark)		
Retail – 30 day Supply	100% after deductible	
Mail Order – 90 day Supply		

Note: Deductible expenses incurred for services by a network provider will also apply to the network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

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Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹ Aggregate

² Includes lodging, meals and transportation to and from site of transplant surgery for patient and one companion. If the recipient is a minor, benefits are available for two companions.

³ Failure to present an ID card may result in decreased benefits; Fertility Drugs and Erectile Dysfunction (ED) Drugs are not covered.

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