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AN AGREEMENT

between

THE MEDINA COUNTY SHERIFF

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (DEPUTIES)

EFFECTIVE: JANUARY 1, 2013
EXPIRES: DECEMBER 31, 2014

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ARTICLE 1 PREAMBLE

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

ARTICLE 2 PURPOSE AND INTENT

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

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Sheriff's Department occupying the positions of deputy sheriff and deputy detective, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

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

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, or laid off; 3) determine the qualifications of employees; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its

facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 5 NO-STRIKE

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

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

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

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

ARTICLE 6 NON-DISCRIMINATION

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

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

ARTICLE 7 DUES DEDUCTIONS

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

7.02 The initiation fees or dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

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

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

7.05 Any employee who is not a member of the Union and who does not make application for membership within one (1) month following the effective date of this paragraph shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement, that fair share fee not exceeding the regular dues of the Union.

7.06 Any future employee who does not make application for Union membership within 61 days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Agreement, that fair share fee not exceeding the regular dues of the Union.

7.07 Fair share fee deductions shall be automatic and not require the written authorization of the employee.

7.08 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 8 PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period of one (1) year if OPOTA certified at time of hire or eighteen (18) months if not certified at time of hire. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review or to any Civil Service Commission.

8.02 All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable

through any grievance or appeal procedure contained herein to the State Personnel Board of Review or to any Civil Service Commission.

8.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above. Probationary periods shall be extended by the length of any absences due to illness or injury, exceeding five (5) work days, excluding vacations and holidays.

ARTICLE 9 EMPLOYEE RIGHTS

9.01 Whenever an employee is subject to interrogation by the Sheriff's Department for any reason that could lead to disciplinary action being taken against him, such interrogation shall be conducted under the following conditions:

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

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

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

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

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

e. The employee may, at his discretion, have a Union representative present during any interrogation and shall be granted reasonable periods of private consultation with that Union representative. Where such representative is not immediately available, the interrogation shall not be postponed for more than 24 hours. The representative may not advise the employee on how to answer questions. Employees will be required to answer truthfully all questions asked of them.

f. The findings of the Internal Investigations shall be labeled "sustained" (guilty as charged), or "not sustained" (not guilty), "unfounded" (without merit), or "exonerated" (act was legal). The employee shall be advised of the finding as soon as possible. Only findings of a "sustained" internal investigation will be placed in an employee's personnel file. Investigations found other than as "sustained" will be kept by the Employer in a file separate from the employee's personnel file.

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

9.02 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in an investigation may be the basis for such a charge.

9.03 A disciplined employee shall have the opportunity to review all pertinent written documents, including citizen complaints and internal investigation reports, upon which the discipline is based prior to the 3rd Step grievance hearing.

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

9.05 Civilian complaints that are not in writing, resulting in disciplinary action against employees, shall be put in writing and attested to by a responsible Department Official. If the civilian complaint is investigated and placed in the employee's personnel file, it shall be marked with respect to final disposition. Only civilian complaints that are investigated and found to be "sustained" will be placed in the employee's personnel file. Civilian complaints that are other than "sustained" shall be kept in a file separate from the employee's personnel file.

9.06 Written reprimands and records of verbal reprimands that are more than one (1) year old and records of suspensions that are more than five (5) years old shall be removed from an employee's personnel file upon request of the employee, providing there has been no subsequent discipline action during such period.

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

9.08 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

9.09 During the conduct of an internal investigation, to the extent possible, deputies shall not investigate Deputies and Corrections Officers shall not investigate Corrections Officers. To the extent possible, an internal investigation shall be conducted by Supervisors and/or Officers.

9.10 All public requests for review of personnel records of current employees shall be processed as follows:

A) The Employer shall request the person asking for the records provide their name and address.

B) The employee whose file is requested shall be advised in writing of such request.

C) An employee's representative shall be present during the reviewing of the records to prevent any additions or removals from the file.

ARTICLE 10 ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a representative at meetings provided for the Grievance Procedure. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain prior approval from the Sheriff or designee. The employee shall suffer no loss in pay for time spent in the good faith processing of grievances, and at any meetings at which the Employer and/or employee requests a representative to be present.

ARTICLE 11 LABOR/MANAGEMENT COMMITTEE

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

11.02 An agenda will be furnished 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, and the names of those Union 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 Sheriff which affect bargaining unit members of the Union;

c. Discuss grievances which have not been processed beyond the Sheriff's step of the grievance procedure, providing such discussions are mutually agreed to by the parties;

d. Disseminate general information of interest to the parties;

e. Discuss ways to increase productivity and improving efficiency;

f. To consider and discuss health and safety matters relating to employees;

g. To consider recommendations for changes from the Union in the Standard Operating Procedure, Rules & Regulations; and

h. To discuss Work Schedules.

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

11.04 Up to one (1) employee representative who is scheduled to be at work during the time of this meeting, may, at the Sheriff's discretion, be able to attend this meeting with no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 12 SICK LEAVE

12.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

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

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

12.04 Sick leave may be used in segments of not less than one (1) hour.

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

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

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

12.08 A pattern use of sick leave may not be established over a period of less than 6 months. A formal last warning will be issued when patterned abuse is initially suspected. The issuance of a formal last warning is not appealable. Formal discipline and imposition of the requirement for a physician statement will not be imposed until after the formal last warning is issued. If the employee disagrees with the warning, a letter explaining the objection may be placed in the employee's personnel file. If there is subsequent discipline, the employee may present the objection letter in any subsequent grievance arbitration procedure.

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

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

12.11 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Sheriff, provided that such payments shall not exceed nine hundred sixty (960) hours. An employee who retires with fifteen (15) years of continuous full-time service or more is entitled to payment of one-half (1/2) of accumulated, unused sick leave provided that such payment shall not exceed nine hundred sixty (960) hours.

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

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

ARTICLE 13 SICK LEAVE DONATION

13.01 This program has been established to allow employees to donate sick days to fellow employees who have been injured on duty or have a prolonged illness and who have exhausted all sick leave and need to extend their sick leave for up to thirty (30) additional days. Employees must have at least three hundred (300) hours of sick leave accumulated at the time of their injury and must have exhausted all available paid leave to be eligible for sick leave donation. The Sheriff, in his sole discretion, may allow sick leave contributions for newly hired deputies with less than three hundred (300) hours of accumulated sick leave.

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

13.03 An employee may donate up to sixteen (16) hours of sick leave to a specific recipient by signing and submitting to the Sheriff a Sick Leave Donation Form, donating up to sixteen (16) hours per form. Only sixteen (16) hours per employee per recipient can be donated in a calendar year.

13.04 The recipient shall retain all donated sick leave.

ARTICLE 14 VACATIONS

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

Length of Service	Bi-Weekly Accrual
After date of hire	Three and one-tenth hours
After five (5) years	Four and six-tenths hours
After ten (10) years	Six and two-tenths hours
After twenty (20) years	Seven and seven-tenths hours

14.02 Vacation time shall be taken at a time approved by the Sheriff or his designee.

14.03 Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

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

14.05 Vacation time shall not be carried over from one (1) year to another without the express written authorization of the Sheriff. Carried over vacation shall not be forfeited.

14.06 Any employee who has fifteen (15) or more completed years of service shall be eligible to cash out one (1) week (i.e. forty hours) of accrued but unused vacation (40 hours) each year. The employees must make such election between April 1 and May 1 each year on a form provided by the Employer. For those who make such elections, such one week of accrued but unused vacation time shall be paid in June each calendar year. This provision will be suspended through the term of this Agreement.

ARTICLE 15 HOLIDAYS

15.01 All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

15.02 All full-time employees, except Detectives, shall receive as compensation for the above holidays, an amount of eight (8) hours compensatory time for each holiday which may be taken off with pay during the year. Any compensatory time not taken prior to December 1st, shall be paid at the employee's straight time rate in the first pay check in December. Any prior practice of allowing employees to take holidays off before earning them is eliminated.

15.03 Compensatory time may only be taken upon advance request and approval of the Sheriff or designee.

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

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

ARTICLE 16 JURY DUTY LEAVE

16.01 Any employee who is called for jury duty while scheduled to work for the Employer shall suffer no loss in pay during such duty. The employee shall be required to turn over all money received from the Court to the Employer. Any employee who is called for jury duty on his or her regular work day, but is on a shift other then the day shift, and serves for more than four (4) hours, shall receive credit for all hours on jury duty in excess of four (4) hours per day. The Employer shall be notified of jury selection as soon as possible.

ARTICLE 17 FUNERAL LEAVE

17.01 An employee shall be granted time off with pay, not to be deducted from sick leave, for the purposes of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family. For the purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children or parents, step-children, brother, brother-in-law, sister, sister-in-law, step-brother, step-sister, step-parents and grandchildren.

17.02 Funeral leave shall be granted to attend the funeral of the employee's grandparents, parents-in-law and grandparents of spouse, but such funeral leave shall be deducted from the employee's sick leave.

ARTICLE 18 INJURY LEAVE

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

18.02 If at the end of this ninety (90) calendar day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

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

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

ARTICLE 19 OVERTIME AND COURT TIME

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

19.02 When approved by the Sheriff, or his designee, employees called in to work or appearing in court on behalf of the Employer for a period of less than three (3) hours, when the employee is not on duty, shall be compensated not less than three (3) hours overtime-time pay. An employee who is required to appear at court at the same time as the commencement of the assigned shift shall be paid one (1) hour of overtime based on the payment selection made in Article 21 for preparation and reporting early to the Sheriff's Office.

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

19.04 The Employer shall pay employees at the applicable rate for all approved travel time incurred in satisfying any assigned training obligation or function.

ARTICLE 20 HOURS OF WORK

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

ARTICLE 21 COMPENSATORY TIME

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 22 UNIFORM MAINTENANCE ALLOWANCE

22.01 Newly hired employees shall receive an initial issue allowance of six hundred twenty-five ($625.00) dollars within thirty (30) days of initial hire by voucher.

22.02 The Employer shall pay a uniform maintenance allowance of one thousand three hundred ($1,300.00) dollars in each contract year. Payment shall be made in June of each year and employees and shall require no receipts from the employees. The Employer shall continue to provide weapons, leather gear and necessary equipment as presently provided.

22.03 Uniform allowances shall be prorated when an employee retires, resigns, or is terminated, and all uniforms must be surrendered to the Employer.

22.04 Any employee may receive a protective vest, providing the employee wears such vest. In the event the employee fails to wear the vest, he shall reimburse the Employer for the cost of the vest.

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

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

ARTICLE 23 INSURANCES

23.01 The Employer shall provide managed health care programs (See, Appendix A) as follows.

23.02 There will be a high benefit plan (Plan 1) with a per person deductible of four hundred ($400.00) dollars per single or eight hundred ($800.00) dollars per family. Following the deductible there will be a 80/20 co-pay until the single employee has expended a maximum of two thousand ($2,000.00) dollars or the family has expended four thousand ($4,000.00) dollars. After this is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of network, there will be a 60/40 co-pay until the single employee has expended a maximum of four thousand ($4,000.00) dollars or the family has expended eight thousand ($8,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of eight hundred ($800.00) dollars, individual and one thousand six hundred ($1,600.00) dollars, family.

23.03 The Plans will include a managed prescription drug program wherein drugs are to be purchased at one of many network pharmacies and will include a mandatory mail order program providing twenty-five ($25.00) dollars (generic), seventy-five ($75.00) dollars (brand name), and one hundred twenty-five ($125.00) dollars (non-formulary) co-pay deductibles. A retail pharmacy program that includes a ten ($10.00) dollar (generic), thirty ($30.00) dollars (brand name) and fifty ($50.00) dollar (non-formulary) co-pay deductibles. Dental coverage will cover two (2) exams and two (2) cleanings per benefit period per member covered by the medical plan with a benefit period maximum of five hundred ($500.00) dollars. A voluntary supplemental dental plan will be offered at a separate cost to employee.

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

23.05 The insurance benefits provided in Plan 1 of this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse of dependent.

23.06 Employees shall contribute ten (10%) percent of the plan's actuarially estimated cost each month.

23.07 The Employer agrees to set a cap of fifteen (15%) percent on annual increases to the employees' maximum monthly contribution, as set forth in Section 23.06, if the Employer's estimated cost for either Plan 1 and/or Plan 2 increases in year 2014. If an increase is necessary, it will be effective approximately the first pay period of 2014. Any increase above the fifteen (15%) percent cap, based on the Employer's annual estimated cost, shall be borne by the Employer.

23.08 There will be a lower level benefit plan (Plan 2) with a per person deductible of one thousand ($1,000.00) dollars per single or two thousand ($2,000.00) dollars per family. Following the deductible there will be an 80/20 co-pay until the single employee has expended a maximum of two thousand five hundred ($2,500.00) dollars or the family has expended five thousand ($5,000.00) dollars. After his is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of the network, there will be a 60/40 co-pay until the single employee has expended a maximum of five thousand ($5,000.00) dollars or the family has expended ten thousand ($10,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of two thousand ($2,000.00) dollars, individual and four thousand ($4,000.00) dollars, family.

23.09 The health insurance benefits provided in Plan 2 of this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse or dependent.

23.10 Employees shall contribute five (5%) percent of Plan 2's actuarially estimated cost each month.

23.11 The Employer shall provide a group term life insurance policy for each full-time employee in the amount of thirty thousand ($30,000.00) dollars.

23.12 The Employer will make every effort, but does not guarantee, to permit any bargaining unit employee who desires to purchase at their cost additional life insurance through the County Plan.

23.13 The Employer may change insurance carriers if co-pays, deductibles, benefits and out-of-pocket maximums are substantially similar to those provided in 2013 and the Union must be given sixty (60) day advance notice of any change.

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

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

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

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

ARTICLE 24 SENIORITY

24.01 The seniority date for the members of this bargaining unit shall be the date he or she was hired as a full-time deputy in the Medina County Sheriff's Office.

24.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

a. Resigns;

b. Is discharged for just cause;

c. Is laid-off for a period of time exceeding twenty-four (24) months;

d. Retires;

e. Fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;

f. Becomes unable to perform his job duties due to serious illness or injury and is unable to return to work upon the expiration of any applicable leave;

g. Refuses recall or fails to report to work within ten (10) working days from the date the Employer sends the employee a recall notice by regular and certified mail, addressed to the employees last known address, unless he is physically unable to do so as certified by the appropriate authority.

ARTICLE 25 LAY-OFF AND RECALL

25.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

25.02 Employees within effected job titles shall be laid off according to their relative seniority as a full-time employee in the Medina County Sheriff's Office with the least senior being laid off first, provided that all students, temporary, part-time, seasonal and probationary employees within the effected job title(s), within the bargaining unit, are laid off first in the above respective order.

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

25.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title pursuant to the provision of paragraph 23.03, above.

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

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

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

25.08 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

25.09 Employee(s) scheduled for lay-off shall be given a minimum of fifteen (15) calendar days advance notice of lay-off.

ARTICLE 26 DRUG TESTING AND PHYSICALS

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

26.02 Prior to the commencement of such testing, the Employer will meet with the Union to discuss, not negotiate, the procedures under which the testing will be administered.

ARTICLE 27 VACANCIES AND PROMOTIONS

27.01 Only promotions to Sergeant shall be subject to this Article.

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

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

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

27.05 An employee who is promoted shall be required to satisfactorily complete the applicable probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other

employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employer's sole discretion, that the employee cannot satisfactorily perform the new job, he may be returned to his previously held position. Such reversion to an employee's prior position, during the probationary period, shall not be appealable to any grievance/arbitration procedure, civil service procedure, or any other forum, legal or administrative.

27.06 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position and other minimum criteria as determined by the Employer.

27.07 Effective upon the execution of this Agreement, any presently existing promotional list shall be voided and a new promotional list will be developed pursuant to this Article.

ARTICLE 28 LONGEVITY

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

Length of Service	Amount
Five (5) years	$500
Ten (10) years	$800
Fifteen (15) years	$1,200
Twenty (20) years	$1,600
Twenty-five (25) years	$1,750

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

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

28.04 Employees hired after January 1, 2013 will not earn or be paid longevity.

ARTICLE 29 EDUCATION PREMIUM

29.01 Any employee with an Associate's or Bachelor's Degree in Law Enforcement, Criminology or related field, as determined by the Employer, shall receive an additional forty ($.40) cents or eighty ($.80) cents per hour, respectively. The bonus paid under this Section will be reduced for the term of this contract to twenty ($.20) cents per hour for an Associate's Degree in Law Enforcement Criminology or related field, as determined by the Employer, and to forty

($.40) cents per hour for a Bachelor's Degree in Law Enforcement Criminology or related field, as determined by the Employer.

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

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

ARTICLE 30 RATES OF PAY

30.01 Effective the first pay period of 2013, all employees shall receive wages in accordance with the following pay schedule:

Step 1 (Start)	$48,243
Step 2 (6 months)	$50,349
Step 3 (after 1 year)	$51,913
Step 4 (after 2 years)	$54,403
Step 5 (after 3 years)	$57,027

30.02 Effective the first pay period of 2014, all employees shall receive wages in accordance with the following pay schedule:

Step 1 (Start)	$49,449
Step 2 (6 months)	$51,608
Step 3 (after 1 year)	$53,211
Step 4 (after 2 years)	$55,763
Step 5 (after 3 years)	$58,453

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

30.04 All newly hired Deputies shall be initially hired at Step 1. The Employer reserves the right to start a newly hired employee at a greater step, based on previous work experience.

30.05 Any Deputy who is designated as the officer in charge of the road division or the jail division and acts in the capacity of Sergeant shall be compensated at one step below the corresponding Sergeant's rate of pay.

30.06 Any employee assigned to the position of Detective shall receive a "detective differential" in the amount of one hundred ($100.00) dollars per month.

30.07 Paychecks will normally be issued every other Friday with the Thursday night shift receiving the checks at the end of their work shift.

30.08 The Sheriff shall provide two hundred ($200.00) dollars Field Training Officer (FTO) pay for a maximum of six (6) Field Training Officer appointments. The Sheriff shall determine all FTO appointments. FTO appointments are not grievable. Detectives who are assigned stand-by shall receive four (4) hours straight-time pay for each week so assigned.

30.09 Employees working in the Transport Division that are assigned to be in on-call status during off duty hours, shall be paid three (3) hours overtime for every week assigned to on-call duty.

ARTICLE 31 FIREARMS PROFICIENCY ALLOWANCE

31.01 Effective January 1, 2008, every member who is required to carry a firearm will be paid one hundred fifty ($150.00) dollars per year for successfully completing the tests mandated by the Ohio Police Officer's Training Commission at R.C. 109.743 and 109.801.

31.02 In order to receive the firearms proficiency allowance, the member must complete all testing by December 31st of the preceding year. Payment will be made in each paycheck over the course of the following year. The Sheriff's Office will continue to apply existing policy with regard to the procedures for retesting if the first candidate is unsuccessful.

ARTICLE 32 HEADINGS

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

ARTICLE 33 GENDER AND PLURAL

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

ARTICLE 34 OBLIGATION TO NEGOTIATE

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

34.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to

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

ARTICLE 35 TOTAL AGREEMENT

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

ARTICLE 36 CONFORMITY TO LAW

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

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

ARTICLE 37 RESIDENCY

37.01 As a condition of continued employment, all employees must reside within twenty (20) miles of the Medina City limits irrespective of County lines.

ARTICLE 38 DURATION

38.01 This Agreement shall become effective at 12:01 A.M. January 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2014. This Agreement supercedes any previously entered collective bargaining agreements.

ARTICLE 39 DISCIPLINE

39.01 This procedure shall apply to all non-probationary employees covered by this Agreement. The suggested notices for discipline, appeal and a list of employee rights is attached at Appendix B.

39.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

39.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

39.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

39.05 Where the Employer seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

39.06 Discipline shall not be implemented until either:

1. the matter is settled, or

2. the employee fails to file a grievance within the time frame provided by this procedure, or

3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

39.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;

2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;

3. the employee is entitled to representation by a Union representative at every step of the proceeding;

39.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the arbitrator renders a determination.

39.09 The following administrative procedures shall apply to disciplinary actions:

A. The Employer and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Employer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may propose a disciplinary penalty. It is agreed that any different proposals of discipline made by the Employer or the employee at the informal meeting are privileged and will not be mentioned or discussed in any subsequent disciplinary proceedings. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the Employer will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Employer may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Sheriff, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

39.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

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

39.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

39.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.

ARTICLE 40 GRIEVANCE PROCEDURE

40.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to

this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

40.02 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

b) Aggrieved Party - the "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.

c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

40.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

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

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

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

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said

adjustment shall not create a precedent or ruling upon the Employer in future proceedings.

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

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

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

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

40.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

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

Step 2:

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

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Sheriff within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Sheriff or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his Union representative and any other party necessary to provide the required information for the rendering of a proper

decision. The Sheriff or his designee shall issue a written decision to the employee's Union representative with a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 41 ARBITRATION PROCEDURE

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

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

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

41.04 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

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

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

41.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. The Arbitrator will be chosen by the strike method. Those individuals placed on this panel shall be: 1) Ann DuVal Smith; 2) Jeff Belkin; 3) Gregory Szuter; 4) Dennis Byrne; 5) Gregory VanPelt; 6) James Mancini; and 7) Nels Nelson.

ARTICLE 42 FAMILY AND MEDICAL LEAVE ACT

42.01 Employees shall be entitled to an FMLA leave of up to twelve (12) weeks in any twelve (12) month period. All paid leave credits (sick leave, vacation leave, holidays, etc.) shall be utilized before any unpaid FMLA leave.

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

ARTICLE 43 EXECUTION

43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 25 day of MARCH, 2013.

FOR THE UNION:

Dep. B. Gal

Dep. J. Th

Max Rider

FOR THE EMPLOYER:

Thomas P. Miller

Thomas P. Miller, Sheriff

MEMORANDUM OF AGREEMENT

The parties, Medina County Sheriff (Employer) and Ohio Patrolmen's Benevolent Association (Union) are parties to separate Collective Bargaining Agreement (CBA) for Deputies and Sergeants. The parties agree that from the execution of this Memorandum for calendar years 2008, 2009 and 2010 only, the following shall apply:

> Any Deputy or Sergeant currently assigned on January 1, 2008 through December 31, 2010, to a) Road Patrol; b) Detective Bureau; c) Civil Bureau; or, d) Truck Scales shall be permitted to cash out up to one (1) accumulated sick day during the 2008 contract year, one (1) accumulated sick day during the 2009 contact year, and one (1) accumulated sick day during the 2010 contract year. All such time shall be deducted from the employee's sick time bank. Any Deputy or Sergeant who is not currently assigned to one (1) of the four (4) assignments listed above, or who becomes assigned to such assignment after January 1, 2008 shall not be eligible for such conversion. This memorandum shall expire as of December 31, 2010 and shall not be renewed without the written agreement of both parties.

It is agreed by the parties that the expiration date of this Memorandum of Agreement is includes all OPBA members employed as Deputies and expires on December 31, 2013.

This Memorandum of Agreement is entered into this 25 day of March, 2013.

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:	FOR THE MEDINA COUNTY SHERIFF:
_____	_____
_____	_____

APPENDIX A

Medina County Commissioners Employee Health Plan Benefit Summary

	Plan 1		Plan 2	
	Network	Non-Network	Network	Non-Network
Deductible (Single/Family)	$400/$800	$800/$1,600	$1,000/$2,000	$2,000/$4,000
Out of Pocket Maximum (including deductible)	$2,000/$4,000	$4,000/$8,000	$2,500/$5,000	$5,000/$10,000
Coinsurance	20% after ded.	40% UCR after ded.	20% after ded.	40% UCR after ded.
Routine Physical Exam	0%	Not covered	0%	Not covered
Office Visit – Primary Care	$15 copay**	40% UCR after ded.	$25 copay**	40% UCR after ded.
Office Visit – Specialist	$30 copay**	40% UCR after ded.	$45 copay**	40% UCR after ded.
Preventative Lab	0%	Not covered	0%	Not covered
Diagnostic Lab/X-ray	20% after ded.	40% UCR after ded.	20% after ded.	40% UCR after ded.
Emergency Room	$150 copay, then 20% after ded.*		$150 copay, then 20% after ded.*	
Urgent Care	$15 copay**	40% UCR after ded.	$25 copay**	40% UCR after ded.
Inpatient	20% after ded.	40% UCR after ded.	20% after ded.	40% UCR after ded.
Outpatient	20% after ded.	40% UCR after ded.	20% after ded.	40% UCR after ded.
Mental Health Inpatient	20% after ded.	40% UCR after ded.	20% after ded.	40% UCR after ded.
Outpatient	$30 copay**	40% UCR after ded.	$45 copay**	40% UCR after ded.
*Copay waived if admitted **Copay applies to office visit only				

Prescriptions*** Same for Plans 1 & 2	Retail (34 day)	Mail Order (90 day)
RX Deductible	N/A	N/A
Generic	$10 copay	$25 copay
Brand Name	$30 copay	$75 copay
Non-Formulary	$50 copay	$125 copay

***Mail Order Incentive Program – after 3rd fill copays double for 30 day supply at retail.

Limited Dental Same for Plans 1 & 2	
Benefit Period Maximum	$500.00
Benefit Period Deductible	None
Oral Exams Two per Benefit Period	100%
Prophylaxis (Cleaning) Two per Benefit Period	100%

APPENDIX B

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Employer proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

_____

SHERIFF

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within three (3) working days to the Sheriff if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

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

Signature: _____ Date: _____

Approved: Date: _____

Sheriff's Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Sheriff.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Sheriff within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 3 working days of receipt of the proposed discipline with the Sheriff.

3. If you file your objections, the Sheriff will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Sheriff will report his/her decision within 5 working days following the close of the hearing.

5. You will have 10 working days after receipt of the Sheriff's decision in which to appeal the decision pursuant to the Grievance Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

7. The cost of the arbitrator will be paid by the losing party.

Labor\Medina\OPBADeputy 2014 -FINAL