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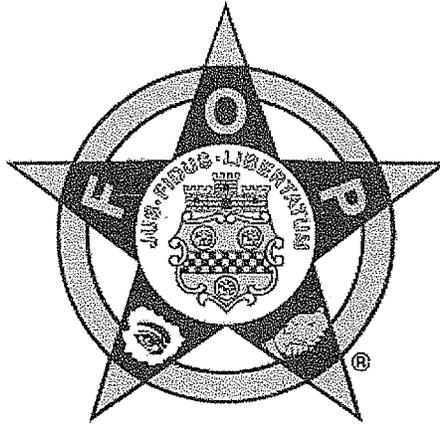
AGREEMENT

BETWEEN

ERIE COUNTY SHERIFF

AND

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.



ADMINISTRATIVE ASSISTANTS

January 1, 2015 – December 31, 2017

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## 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" and members of the bargaining units, hereinafter referred to as "employees", 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 RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and conditions of employment for all employees certified by the State Employment Relations Board in Case No: 00-REP-04-0088

## ARTICLE 2 MANAGEMENT RIGHTS

2.01 Except as may be specifically limited 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 this Article, but, specifically retains the right to bargain the effect of any such decision.

### ARTICLE 3 DUES CHECK OFF/FAIR SHARE FEE

3.01 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.

3.02 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 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.

3.03 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.

3.04 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 member from the Union.

3.05 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.

3.06 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.

3.07 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.

3.08 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, Ohio 43215-4611.

3.09 Any present employee of the Erie County Sheriff's Department who is a member of the Union on the effective date of this Agreement, or any employee who becomes a member during the life of the Agreement and who thereafter resigns from the Union during the terms of this Agreement, or any present member or any new employee who elects not to become a member of the Union shall pay to the Union a fair share fee. This provision shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members 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 members of the Union less each non-member'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 O.R.C. §4117.09(C) or through proceedings in the courts.

#### **ARTICLE 4 GRIEVANCE PROCEDURE**

4.01 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.

4.02 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.

4.03 Step 1 The action which caused the alleged grievance must be identified and reported to the Employer and the Union within ten (10) days of the event that gave rise to the grievance. The grievant and a Union representative, if the grievant so desires, shall discuss the issue with the Sheriff or his designee prior to submitting a written grievance. The Sheriff or his designee shall have seven (7) days to make any investigation necessary and respond to the grievant.

Step 2 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 Sheriff or his designee within seven (7) days of the Step 1 response. The Sheriff or

his designee shall have five (5) days to consider the grievance and make whatever investigation he deems necessary and schedule a meeting to discuss the grievance with the grievant and the Union representative. The Sheriff or his designee shall make a written response to the grievant within five (5) days of the grievance meeting.

Step 3 Arbitration. If the grievance remains unresolved the Union may, within fourteen (14) days of the Step 2 response, 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 arbitrate, the Employer 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 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 parties. 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.

4.04 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) that requested the reporter. All other costs shall be borne equally.

4.05 All grievances must contain the following information and must be filed using the 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.

4.06 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 employee(s) to submit the grievance to the next higher step. Failure of the employee 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 written agreement. A grievance can be withdrawn at any time prior to the arbitration hearing. Copies of all written documents shall be forwarded to the

Associate and the Office of the Sheriff. The Associate shall, if the grievant desires, be present at any interviews the Employer has with the grievant to discuss the grievance. Verbal and written reprimands can only be grieved to Step 2 in the grievance procedure.

## **ARTICLE 5 DISCIPLINE**

5.01 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.

5.02 Whenever the Employer and/or his designee determines that there may be cause for an employee to be 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.

5.03 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.

5.04 Following the imposition of discipline, any employee receiving an order of reduction, suspension or dismissal may appeal such order pursuant to the grievance procedure.

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

## **ARTICLE 6 HEALTH INSURANCE**

6.01 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 A unless otherwise mutually agreed between the parties as referenced below.

6.02 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 will amend this agreement to reflect said change. Effective 1/1/15 Employees will be required to contribute at the same rate as non-bargaining unit employees provided that the premium contributions do not exceed twenty (20%) percent of the total cost of health care premiums during the contract term. The employee portion of any increase in health care premiums shall be increased by no more

than four percent (4%) per contract year as recommended by the Cost Containment Committee and approved by the Board of Commissioners.

- B. Employees will be eligible to participate in the contribution credit program.
  - C. 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.
  - 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.
- 6.03 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.eriecounty.oh.gov](http://www.eriecounty.oh.gov).
  - 6.04 LIFE INSURANCE. The Employer will provide a Fifty-thousand (\$50,000) Term Life Plan with A. D. & D. for the life of this Agreement.
  - 6.05 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.
  - 6.06 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. Employees will be required to contribute at the same rate as non-bargaining unit employees.
  - 6.07 Employees will be required to continue to use the mail order system when purchasing maintenance drugs after the second retail fill.

## **ARTICLE 7 WAGES**

7.01 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 in Appendix B.

**7.02 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**  
5 years

**ANNUALLY**  
\$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] After 25 years an employee shall be entitled to a lump sum of twenty-five hundred dollars (\$2500.00) annually.

### **ARTICLE 8 BENEFITS**

8.01 Bargaining unit employees shall be entitled to sick leave and holidays as set forth in the Sheriff's Office personnel manual that is in effect on January 1, 2003. Bargaining unit employees shall be entitled to vacation leave as follows:

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.

| LENGTH OF SERVICE               | VACATION  |
|---------------------------------|-----------|
| 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 |

8.02 Employees covered by this Agreement shall be entitled to four (4) personal days off with pay in each contract year. All employees must have successfully completed their probationary period to be eligible for the personal days. Such personal days must be taken in four (4) eight (8) hour increments in the contract year said personal days are earned. There shall be no carry-over of personal days.

8.03 Employees covered by this Agreement 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 after they have accrued two-hundred eighty (280) hours of sick time.

8.04 Hours of work and Overtime/comp time benefits shall remain in effect during the term of this Agreement to the same extent such benefits are set forth in the Sheriff's Office personnel manual that is in effect on January 1, 2003.

8.05 Nothing in this Agreement shall be construed, as prohibiting the employer from revising the current personnel manual with respect to matters not set forth in sections 8.01 and 8.02. No

such revisions shall violate this Agreement. The Union retains the right to bargain the effect of any such decision.

8.06 Employees shall be entitled to the following paid holidays:

|                           |                          |
|---------------------------|--------------------------|
| New Year's Day            | 1st day of January       |
| Martin Luther King Day    | 3rd Monday of January    |
| President's Day           | 3rd Monday of February   |
| Memorial Day              | Fourth Monday of May     |
| Independence Day          | 4th of July              |
| Labor Day                 | 1st Monday of September  |
| Columbus Day              | 2nd Monday of October    |
| Veteran's Day             | 11th day of November     |
| Thanksgiving Day          | 4th Thursday of November |
| Friday after Thanksgiving | 4th Friday of November   |
| Christmas Day             | 25th day of December     |

8.07 An employee is entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which they are observed.

8.08 Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in 8.06 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 above.

8.09 The matters set forth in this Agreement represent a compromise in order to facilitate the resolution of outstanding issues between the parties. All issues relating to pay and benefits are subject to negotiation in accordance with Article 9. Nothing in this agreement shall be construed as establishing any past practices between the parties.

#### **ARTICLE 9 WEATHER CLOSINGS**

9.01 In the event of a level three snow emergency, bargaining unit employees required to work during the declared emergency period shall be compensated at double time their hourly rate for the same number of hours that are actually worked during the emergency.

#### **ARTICLE 10 MISCELLANEOUS**

10.01 **PROBATIONARY PERIOD.** Every newly hired employee, including rehired employees, shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of one hundred and

eighty (180) calendar days. A newly hired probationary employee may be terminated any time during his / her probationary period and shall have no appeal over such removal. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

10.02 PERFORMANCE EVALUATIONS. The Employer or his designee shall conduct at least two (2) performance evaluations prior to the end of each employee's 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 the probationary period. The employee shall be made aware of his first evaluation with quality and quantity of performance emphasized. Upon completing the initial probationary period, an employee will receive an annual performance evaluation.

10.03 BREAK PERIODS. Each bargaining unit member shall be entitled to a paid period of lunch of no less than one half hour during every eight hour shift worked. The lunch period shall commence at a reasonable time during or close to the mid-point of the employee's shift. The employee shall start the lunch break by leaving his / her work station. Once the employee starts lunch, the employer shall not require the employee to perform any duties until the lunch period has ended.

## **ARTICLE 11 DURATION OF AGREEMENT**

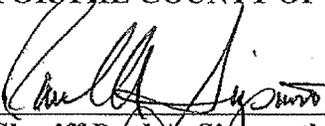
11.01 A. This Agreement shall be effective as of January 1, 2015, and shall remain in full force and effect until December 31, 2017, unless otherwise terminated as provided herein.

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. Notice to modify or terminate this Agreement, shall comply with OAC 4117-1-02. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

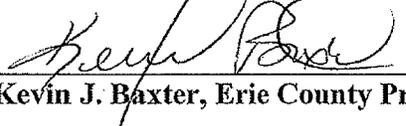
IN WITNESS HEREOF, the parties hereto have executed this Agreement at Sandusky, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

FOR THE COUNTY OF ERIE

 1/6/2015  
\_\_\_\_\_  
Sheriff Paul A. Sigsworth

 1/7/15  
\_\_\_\_\_  
Nancy A. Ostrander, Director ECDHR

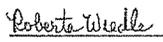
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kevin J. Baxter, Erie County Prosecutor

  
\_\_\_\_\_  
By: Jason Hinners  
Chief Civil Division, Erie County Prosecutor's Office

FOR THE LABOR COUNCIL

  
\_\_\_\_\_  
Jackie A. Wegman  
FOP-OLC Representative

  
\_\_\_\_\_  
Roberta Weidle

APPENDIX A

**2015 HEALTH INSURANCE PLAN OPTIONS**

**Option One: Preferred Provider Organization (PPO)**

Cost: \$76.00 Single / \$205.00 Family (plus \$75/month spousal surcharge if applicable\*)

Deductible: \$750.00 Single / \$1,500.00 Plus One / \$2250.00 Family

Out of Pocket Maximum: \$3250.00 Single/ \$6500.00 Plus One / \$9750.00 Family

Office Visit: \$25.00 Co-Pay / Specialist Office Visit \$35.00

ER Visit: \$150.00 Co-Pay

Prescription: 80%/20% - Min \$10/Max \$15 Generic // 70%/30% - Min \$20/Max \$40 Brand // 60%/40% Min \$40/Max \$80 Non-Formulary // 80%/20% Specialty Min \$50/Max \$100

Mail Order Rx: 80%/20% - Min \$20/Max \$25 Generic // 70%/30% Min \$40/Max \$80 Brand // 60%/40% Min \$80/Max \$160 Non-Formulary // 80%/20% Min \$100/Max \$200 Specialty

Vision: VSP Network: \$20.00 exam Co-Pay

**Option Two: Health Savings Account (H.S.A.)**

Cost: \$10.00 Single / \$30.00 Family (plus \$75/month spousal surcharge if applicable\*. Note premium cost and surcharge if applicable, is not an HSA account *contribution*).

Deductible: \$2600.00 Single / \$5200.00 Family (As Required by Affordable Care Act)

Co-Insurance: 80%/20% In-Network after Deductible

Out of Pocket Maximum (Deductible + Co-Insurance): \$3000.00 Single / \$6000.00 Family

Employer Contribution (First Year Participants Only): \$400.00 Single / \$800.00 Family

Employer Match Contribution: Up to \$400.00 Single / \$800.00 Family (based on employee contribution)

Prescription: Paid 100% after deductible; responsible for 100% client cost before deductible met

Employee Bi-Weekly Payroll Contribution: Amount to be set at open enrollment (similar to flexible spending) with an adjustment (increase/decrease) option period during the month of June

Dental: \$3.00 Single / \$25.00 Family

Vision – Included in Choice One (PPO) \$7.00 Single / \$20.00 Family (H.S.A.)

**Life Insurance:** \$50,000 Term Life Insurance provided by the County at no cost to the Employee. Supplemental voluntary life insurance is available – see HR for details.

\* **Spousal Surcharge:** Effective January 2015, there will be a \$75/month surcharge for spouses of employees who work full-time *and* who have health insurance available, but choose to be covered on the County's plan.

Rev. 10/27/2014

**APPENDIX B**

**ADMINISTRATIVE ASSISTANTS**

**WAGE RATES**

Starting wage - \$13.00/hour

|   | 2015<br>2% | 2016<br>2% | 2017<br>1% |
|---|------------|------------|------------|
| ADMINISTRATIVE ASSISTANT<br>BASE RATE     | \$21.84    | \$22.28    | \$22.50    |
| Starting Rate                             | \$13.00    | \$13.00    | \$13.00    |
| After six (6) months - 75% of base rate   | \$16.38    | \$16.71    | \$16.88    |
| After one (1) year – 80% of base rate     | \$17.47    | \$17.82    | \$18.00    |
| After two (2) years – 85% of base rate    | \$18.56    | \$18.94    | \$19.13    |
| After three (3) years – 100% of base rate | \$21.84    | \$22.28    | \$22.50    |

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

Note: Wage increases reflect a 2% wage increase for first year of the contract, a 2% wage increase for second year of the contract and a 1% wage increase for third year of the contract.