

AN AGREEMENT

between

THE MEDINA COUNTY SHERIFF

and

**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(COMMUNICATION TECHNICIANS)**

FINAL

EFFECTIVE: January 1, 2006

EXPIRES: December 31, 2007

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ARTICLE I

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 II

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: a) 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; b) To promote fair and reasonable working conditions; c) To promote individual efficiency and service to the citizens of the County of Medina, Ohio; d) To avoid interruption or interference with the efficient operation of the Employer's business; and e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

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 and regular part-time employees employed in the Sheriff's Department occupying the position of communication technician, excluding all casual part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. For the purposes of this Article, “regular part-time” shall be defined as employees regularly scheduled to work sixteen (16) or more hours per week. 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 IV

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: a) hire, discharge, transfer, suspend and discipline employees for just cause; b) determine the number of persons required to be employed, or laid off; c) determine the qualifications of employees; d) determine the starting and quitting time and the number of hours to be worked by its employees; e) make any and all reasonable rules and regulations; f) determine the work assignments of its employees; g) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; h) determine the type of equipment used and the sequence of work processes; i) determine the making of technological alterations by revising either process or equipment, or both; j) determine work standards and the quality and quantity of work to be produced; k) select and locate buildings and other facilities; l) establish, expand, transfer and/or consolidate work processes and facilities; m) 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; n) 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 V

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. The term "strike" includes any individual or collective refusal to carry out an assignment or any individual or concerted interference with the Employer's services, based on an allegation of safety concerns.

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 immediately 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 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 VI 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 VII 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 If effective July 1, 1990 if the Union obtains 80% or more of the bargaining unit as members, the paragraph 7.06,. 7.07 and 7.08 below will be become effective immediately.

7.06 Any future employee who does not make application for Union 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.

7.07 Any future employee who does not make application for Union membership within sixty-one (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.

7.08 Fare share fee deductions shall be automatic and shall not require the written authorization of the employee.

7.09 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 VIII

PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period of one (1) year. 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.

ARTICLE IX

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 expunged from an employee's personnel file, 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 who's 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 X

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 XI

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 XII

SICK LEAVE

12.01 Sick leave shall be defined as an absence with pay necessitated by: a) illness or injury to the employee; b) exposure by the employee to a contagious disease communicable to other employees; and/or c) 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 therefor 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 two (2) 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, 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.

12.08 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.

12.09 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.

12.10 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.

12.11 The use of sick leave, other than for injury leave or leave utilized pursuant to the FMLA, on four (4) or more occasions in any twelve (12) month period, shall subject the employee to disciplinary action according to the following schedule:

No. of Occasions	Discipline
Four (4) times	written reprimand
Five (5) times	one (1) day suspension/fine
Six (6) times	ten (10) day suspension
Seven (7) times	termination

12.12 An “occasion” for purposes of paragraph 12.11, above, shall mean the individual utilization of sick leave, regardless of the number of hours involved, (e.g., one (1) hour, one (1) day of five (5) consecutive work days would be counted as one (1) occasion of sick leave). Any time an employee reports back to work and begins working ends an occasion of sick leave. However, the first two (2) utilizations of sick leave for doctor appointments in any twelve (12) month period shall not be deemed an occasion, when: a.) the Employer is advised at least twenty-four (24) hours in advance; b.) the employee takes no other sick day in conjunction with the doctor’s appointment; and, c.) the employee returns to work with a physician signed form prepared by the Employer.

12.13 Written cautions under this Section are not subject to the grievance procedure with the one (1) exception of the appropriate application of grid (i.e., miscounting occasions to determine the appropriate level of discipline). In such cases, a grievance may be processed through Step 3.

12.14 Discipline involving a suspension under Section 12.11 is grievable only through Step 3, except grievances where the sole issue involves the determinations listed in Sections 12.12 and 12.15.

12.15 Discipline may be waived upon a showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable or recurring medical condition necessitating the employee's absence and the employee submits medical documentation substantiating same. The employee shall provide any medical information required by the Employer upon the first day of return to work. Failure to provide the required information on the first day of return to work shall result in the absence being treated as a separate occasion.

ARTICLE XIII

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 their sick 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 XIV

VACATIONS

14.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Bi-Weekly Accrual</u>
After one (1) year	Two (2) weeks
After five (5) years	Three (3) weeks
After ten (10) years	Four (4) weeks
After twenty (20) years	Five (5) weeks

14.02 Accept as provided in Section 4.08 below employees do not accrue 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.

After completion of their first year anniversary date, employees accrue a portion of their annual vacation benefits each bi-weekly pay period as follows:

<u>Length of Service</u>	<u>Bi-Weekly Accrual</u>
After one (1) year	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

14.03 The additional vacation time provided at the five (5), ten (10), twenty (20) year seniority intervals outlined in Section 14.01 is accredited to any employee and is available for his use upon completion of the employee's anniversary date.

Vacation time taken off is first deducted from vacation leave accrued during the current year and then from any approved vacation carry over.

14.04 Vacation time shall be taken at a time approved by the Sheriff or his Designee.

14.05 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.

14.06 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.

14.08 Employee hired prior to May 1, 1997 shall receive one (1) day of vacation per month worked, not to exceed ten (10), during their first year of employment which shall be taken in the calendar year subsequent to January 1st.

14.09 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.

ARTICLE XV

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. If such day is not taken by the end of the calendar year, it shall be forfeited.

15.05 Any full-time employee who is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas 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. Any employee called in to work on the above holidays when such holiday is a scheduled day off, shall be paid double time, providing that the time worked would qualify for one and one-half (1 1/2) times overtime.

ARTICLE XVI

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 than 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 XVII

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, sister, step-brother, step-sister and step-parents.

17.02 Up to three (3) funeral leave days shall be granted to attend the funeral of the employee's grandparents, parents-in-law, grandchildren and grandparents of spouse, but such funeral leave shall be deducted from the employee's sick leave.

ARTICLE XVIII

INJURY LEAVE

18.01 When a full-time 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: a) if the employee claims to be unable to work, he is indeed unable to return to work; or b) 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 XIX

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.

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

ARTICLE XX

HOURS OF WORK

20.01 The normally scheduled work week, but not guaranteed, for full-time employees shall be forty (40) hours of work to the extent practical, the Employer shall attempt to provide work relief to employees for lunch breaks.

ARTICLE XXI

UNIFORM MAINTENANCE ALLOWANCE

21.01 Newly hired full-time employees shall receive an initial issue allowance of five hundred (\$500.00) dollars within thirty (30) days of initial hire.

21.02 The Employer shall pay uniform maintenance allowance of eight hundred seventy-five (\$875.00) dollars to communication technicians within thirty (30) days of execution of this Agreement and shall require no receipts from the employees.

21.03 The Employer shall pay uniform maintenance allowance of nine hundred (\$900.00) dollars to communication technicians in 2007. Such payments shall be made in June and shall require no receipts from the employees.

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

21.05 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.

21.06 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 establish a procedure to effectuate this benefit.

ARTICLE XXII

INSURANCES

22.01 The Employer shall provide for a managed health care program as follows.

22.02 There will be a high benefit plan (Plan A) with a per person deductible of two hundred fifty (\$250.00) dollars per single or five hundred (\$500.00) dollars per family. Following the deductible there will be a 90/10- co-pay until the single employee has expended a maximum of one thousand (\$1,000.00) dollars or the family has expended two thousand (\$2,000.00) dollars. After this is met, eligible expenses from a network provider will be full paid.

However, in an employee elects to use a doctor or hospital which is out of network, there will be a 70/30 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 non-network provider will be fully paid, except for the initial deductibles of five hundred (\$500.00) dollars, individual and one thousand (\$1,000.00) dollars, family.

22.03 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, fifty (\$50.00) dollars, and eighty-seven and 50/100 (\$87.50) co-pay deductibles. A retail pharmacy program that includes a ten (\$10.00) dollars, twenty (\$20.00) dollars and thirty-five (\$35.00) dollar co-pay deductibles. Dental coverage will remain as current.

22.04 The Plans will provide well child care (for children ages 0-9) including inoculations and vaccines which will be a covered expense up to one hundred fifty (\$150.00) dollars per year per person when using in network providers. There will be provided an adult physical not to exceed three hundred (\$300.00) dollars per person every two (2) years when using in network providers. These amounts are subject to deductible and co-insurance provisions above.

22.05 The insurance benefits provided in Plan A 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.

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

22.07 There will be a lower level benefit plan (Plan B) with a per person deductible of seven hundred fifty (\$750.00) dollars per single or one thousand five hundred (\$1,500.00) 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 two hundred fifty (\$2,250.00) dollars or the family has expended four thousand five hundred (\$4,500.00) 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 60/40 co-pay until the single employee has expended a maximum of four thousand five hundred (\$4,500.00) dollars or the family has expended nine thousand (\$9,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of one thousand five hundred (\$1,500.00) dollars, individual and three thousand (\$3,000.00) dollars, family.

22.08 The health insurance benefits provided in Plan B 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.

22.09 The Employer shall provide a group term life insurance policy for each full-time employee in the amount of twenty thousand (\$20,000.00) dollars.

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

22.11 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.

ARTICLE XXIII **SENIORITY**

23.01 All bargaining unit employees shall have seniority that shall begin when the employee is hired as a member of the bargaining unit. A new employee shall have no seniority during the probationary period but upon completion of the probationary period seniority shall be retroactive to the employee's first day of hire.

23.02 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 XXIV

LAY-OFF AND RECALL

24.01 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.

24.02 Employees within effected job titles shall be laid off according to their relative seniority (within the bargaining unit) 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.

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

24.04 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.

24.05 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) and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

24.06 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.

24.07 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.

24.08 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.

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

ARTICLE XXV

DRUG TESTING AND PHYSICALS

25.01 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.

25.02 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 XXVI

VEHICLES

26.01 Employees who are required or are specifically authorized to utilize their own vehicles on the Employer's business shall be paid mileage according to general County practice.

ARTICLE XXVII

LONGEVITY

27.01 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 (20) years of employment pursuant to the following schedule:

<u>Length of Service</u>	<u>Amount</u>
Five (5) years	\$ 400
Ten (10) years	\$ 800
Fifteen (15) years	\$ 1,200
Twenty (20) years	\$ 1,600

27.02 Such 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.

27.03 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.

ARTICLE XVIII **EDUCATION**

28.01 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.

28.02 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.

ARTICLE XXIX **RATES OF PAY**

29.01 Effective the first pay period in 2006, all full-time technicians shall receive wages in accordance with the following pay schedule:

<u>Step</u>	<u>Annual \$</u>
Step 1 (start)	\$33,039
Step 2 (6 months)	\$34,192
Step 3 (1 year)	\$35,347
Step 4 (2 years)	\$36,504
Step 5 (3 years)	\$37,658

29.02 Effective the first pay period in 2007, all full-time technicians shall receive wages in accordance with the following pay schedule:

<u>Step</u>	<u>Annual \$</u>
Step 1 (start)	\$34,597
Step 2 (6 months)	\$35,784
Step 3 (1 year)	\$36,984
Step 4 (2 years)	\$38,166
Step 5 (3 years)	\$39,354

29.03 For 2006 only, all full time non-probationary employees will receive a lump-sum “APCO National Certification” pay stipend of five hundred fifty (\$550) dollars within thirty (30) days of execution of this Agreement. If an employee is in the probationary period when payments are made, such employee will receive the “APCO National Certification” benefit of five hundred fifty (\$550) dollars within thirty (30) days of successful completion of the probationary period.

29.04 Effective 2007, the “APCO National Certification” benefit of five hundred fifty (\$550) dollars shall be rolled into the base rates set forth in Section 29.01 followed by application of three (3) percent resulting in the rate schedule set forth in 29.02

29.05 All newly hired full-time Communication Technicians 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.

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

29.07 The Sheriff shall provide two hundred (\$200.00) dollars field training dispatching (FTD) pay for not less than three (3) FTD appointments. The Sheriff shall determine all FTD appointments. FTD appointments are not grievable.

ARTICLE XXX

HEADINGS

30.01 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 XXXI

GENDER AND PLURAL

31.01 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 XXXII

OBLIGATION TO NEGOTIATE

32.01 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.

32.03 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 XXXIII

TOTAL AGREEMENT

33.01 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 XXXIV

CONFORMITY TO LAW

34.01 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.

34.02 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 XXXV

RESIDENCY

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

ARTICLE XXXVI

DURATION

36.01 This Agreement shall become January 1, 2006 and shall continue in full force and effect, along with any amendments made and annexed hereto until December 31, 2007.

ARTICLE XXXVII

DISCIPLINE

37.01 This procedure shall apply to all full-time non-probationary and non-probationary regular part-time employees subsequent covered by this Agreement.

37.02 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.

37.03 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.

37.04 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.

37.05 Where the Employer seeks as a penalty, only 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.

37.06 Discipline shall not be implemented until either:

- a. the matter is settled, or
- b. the employee fails to file a grievance within the time frame provided by this procedure, or
- c. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

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

- a. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
- b. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
- c. the employee is entitled to representation by a Union representative at every step of the proceeding;

37.08 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.

37.09 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 offer a proposed disciplinary penalty. 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.

37.10 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.

37.11 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.

37.12 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.

37.13 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 XXXVIII

GRIEVANCE PROCEDURE

38.01 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.

38.02 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.

38.03 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.

38.04 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.

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 of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief may schedule a meeting with the aggrieved party and his Union representative, if requested. The 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 XXXIX

ARBITRATION PROCEDURE

39.01 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.

39.02 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.

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

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

39.05 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.

39.06 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.

39.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: a) Hyman Cohen; b) Jerry Fulmer; c) Linda Klein; d) Howard Silver; and e) Alan Wolk.

ARTICLE XL

FAMILY AND MEDICAL LEAVE ACT

40.01 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.

40.02 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.

Example: An employee with eighty (80) hours of sick leave who uses forty (40) hours of sick leave for an illness would only have eleven (11) unpaid weeks of FMLA leave from that time of that illness.

ARTICLE XLI

EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2006.

FOR THE UNION:

FOR THE EMPLOYER:

Neil Hassinger, Sheriff

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.

