

RESOLUTION APPROVING AGREEMENT BETWEEN THE ASHTABULA COUNTY SHERIFF AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC FOR COMMUNICATIONS SUPERVISOR

WHEREAS, William Niemi, the Ashtabula County Sheriff, negotiated with The Fraternal Order of Police, Ohio Labor Council, Inc for representation of certain employees of the Sheriff's department in collective bargaining procedures, as follows:

Communications Supervisor

WHEREAS, said Agreement has now been submitted for approval to this Board of Commissioners to be effective retroactive to January 1, 2023 and expiring December 31, 2025; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the agreement between the Ashtabula County Sheriff and The Fraternal Order of Police, Ohio Labor Council, Inc for union representation for certain employees of the Sheriff's Department, as outlined above, is hereby approved in accordance with the copy of said agreement now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-361

July 06, 2023

RESOLUTION APPROVING AGREEMENT BETWEEN THE ASHTABULA COUNTY SHERIFF AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC FOR COMMUNICATIONS SUPERVISOR


Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

Casey R. Kozlowski	Aye
Kathryn L. Whittington	Aye
J.P. Ducro IV	Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT BETWEEN
THE
ASHTABULA COUNTY SHERIFF'S OFFICE
AND



THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL., INC.

(COMMUNICATIONS SUPERVISOR)

EFFECTIVE: 1/1/2023
EXPIRES: 12/31/2025

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**ARTICLE 1
PURPOSE**

Section 1. This Agreement, entered into by the Ashtabula County Sheriff, hereinafter referred to as the "Employer", and FOP/OLC, hereinafter referred to as the "Union", has as its purpose the following:

1. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and
2. To set forth the full and complete understandings and agreements between the parties governing:
Get away from there just a little bitA. Wages
B. Hours
C. Terms and other conditions of employment.

Section 2. The parties recognize that the essential public service here involved and the interest of the community and the job security of the employee's demand upon the Employer's success in establishing and maintaining a proper service to the community.

Section 3. The parties mutually recognize that the responsibility of the Employer, the employees, and the Union to the public requires that any disputes arising between the Employer and the employees be adjusted and settled in an orderly manner without interruption of such service to the public.

Section 4. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

**ARTICLE 2
UNION RECOGNITION**

Section 1. 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 employees employed and occupying the position of full-time Communications Supervisors. All other Employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

Section 2. The term "Bargaining Unit" shall be defined as the following: All full-time Dispatchers

Section 3. When new job classifications or positions are created by the Employer, or a change occurs in the title of a position currently in the bargaining units, the recognition status of such classification shall be discussed with the FOP/OLC within thirty (30) days of establishment of the new job classification or title change. Should the Employer and the FOP/OLC fail to agree on the inclusion or exclusion of the new classification in the bargaining units within sixty (60) days establishment of the position, the FOP/OLC may petition the State Employment Relations Board for a determination.

Section 4. Notwithstanding the provisions of this Article, management, confidential (professional), fiduciary, supervisory, casual, and seasonal, shall be excluded from the bargaining units.

Section 5. When new job classifications or positions are created by the Employer, or a change occurs in the title of a position currently in the bargaining units, the recognition status of such classification shall be discussed with the FOP/OLC within thirty (30) days of establishment of the new job classification or title change. Should the Employer and the FOP/OLC fail to agree on the inclusion or exclusion of the new classification in the bargaining units within sixty (60) days of establishment of the position, the FOP/OLC may petition the State Employment Relations Board for a determination.

ARTICLE 3 UNION REPRESENTATION

Section 1. The Employer agrees to admit one (1) non-employee Union Staff Representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

The Staff Representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four-hour advance notice is given the Employer. Upon arrival, the Union Staff Representative shall identify himself to the Employer or the Employer's designated representative.

Section 2. The Union shall submit, in writing the name of the employee in the Union to act as Union Steward for the purposes of processing grievances in accordance with the grievance procedure contained herein. The Employer shall be notified within fourteen (14) days, in writing, of the change of any officer(s) of the Local Union. Directors may act as a Steward if no Steward is available.

Section 3. The Union shall provide to the Employer an official roster of its officers and Local Union Stewards, which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4. The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 5. Rules governing the activity of Union representatives and stewards are as follows:

- (1) The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours, except to the extent specifically authorized herein.
- (2) The Union shall not conduct any Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- (3) Union activity may be permitted as long as the Union activity is not disruptive to the operations of the department, as determined by the Sheriff or his representative. When determined that such activity should cease, the Union employee official shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted, or upon the request of the employee's immediate supervisor.
- (4) A Union employee official abusing the rules of this section is subject to disciplinary action.
- (5) The Employer agrees to allow reasonable use of the Employer's buildings and facilities for the purpose of holding Union meetings based upon obtaining prior approval and availability of space.
- (6) The Employer agrees to furnish the Union bulletin board space within the Sheriff's Department to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the Sheriff and the Union.

ARTICLE 4 UNION LEAVE

Section 1. Duly elected or appointed delegates to conventions, conferences, or seminars of the Union who are in the bargaining unit shall be granted time off without pay for the purpose of participating in such activities. The employee must request such time off at least thirty (30) days prior to the date(s) being requested, and when possible, one (1) week prior to the posting of the applicable work schedule. Such leave shall not exceed a total of fifteen (15) working days per calendar year for the unit.

Section 2. In lieu of time off without pay, eligible employees may elect to take approved vacation leave for such meetings, provided such time is requested in accordance with the applicable provisions of this Agreement.

**ARTICLE 5
PROBATIONARY PERIOD**

Section 1. All newly promoted employees will be required to serve a probationary period of one (1) year. During said period the Employer shall have the right to return the Employee to the previous or similar job classification, pay and seniority, if during the probationary period the Employee is deemed to have not passed said probationary period or voluntarily cannot finish the probationary period. Any such action shall not be appealable through the Grievance or Arbitration Procedure herein contained or to any civil service commissioner. Normal disciplinary processes for cause are not precluded by this section.

**ARTICLE 6
UNION SECURITY AND CHECK-OFF**

Section 1. Within thirty (30) days of the execution of the Agreement, all employees in the bargaining unit may become dues paying members of the F.O.P. Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the F.O.P or opt out. As provided in Ohio Revised Code Section 4117.09 (C), nothing in the Article shall be deemed to require any employee to become a member of the F.O.P.

Section 2. The Employer agrees to deduct regular Union membership dues bi-weekly from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. 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. All dues shall be sent to the F.O.P./O.L.C. at 222 East Town Street, Columbus, Ohio 43215-4611 or such other address as set by the Union from time to time.

Section 3. 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. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from 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.

Section 4. 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.

Section 5. 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 such claim of error is made to the Employer in writing within sixty (60) days after the date such an error is 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.

Section 6. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 7 MANDATORY TRAINING

Section 1. All employees, who are required to complete mandatory training to maintain specific certifications, shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay for training in excess of four (4) hours per week.

Section 2. All mandatory training and specific certification(s) fees shall be paid by the Employer.

ARTICLE 8 MANAGEMENT RIGHTS

Section 1. The Union recognizes those rights that are established as management rights enumerated as follows:

1. 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 service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the workforce;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the workforce; and,
9. Take action to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as they affect wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of any existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 9 CORRECTIVE ACTION

Section 1. No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

- A. Discipline will be applied in a corrective, progressive, and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. Whenever the Employer and/or his designee determines there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedures shall be as follows:
 - 1. The employee shall be provided with a written notice advising him of the nature of the charges and the date, time, and location of the hearing. Such notice shall be given to the employee at least forty-eight (48) hours prior to the time of the hearing. The employee shall be allowed representation, the cost of which shall be borne by the employee.
 - 2. The hearing shall be conducted before a "neutral" administrator, selected by the Employer, who is not involved in any of the events giving rise to the offense.
 - 3. Within five (5) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or di-affirming the charges based on the relative strength of the evidence at the hearing by the employee and the Employer.

The affected employee(s) may elect to have a representative of the Union present at any such pre-disciplinary conference.

Section 2. Following the conference, any employee receiving an order of suspension or dismissal may appeal such order at Step 2 of the grievance procedure within five (5) working days of receipt of the decision.

Section 3. Prior to the scheduled time of the conference, the employee may waive his/her right to such a conference, by signing the "Waiver of Pre-Disciplinary Conference" form. An employee who waives their right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

Section 4. The Employer agrees all disciplinary procedures shall be carried out in private and in a business-like manner.

Section 5. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

Oral and written reprimands	6 months
Suspensions of less than 3 days	12 months
Suspensions of 3 days or more	24 months

Providing there are no intervening disciplinary actions taken during that period, for similar and like offenses.

Section 6. An employee may inspect his personnel file as set forth in this Agreement, under Article 11, Personnel Files. During said inspection, while in the presence of the Employer or his designee, employees may remove documents that cease to have force and effect at the conclusions of the time periods established in Section 5 above.

Section 7. Should an employee dispute any of the contents of their personnel file, he may attach a written rebuttal to the disputed item for inclusion into the file.

Section 8. No internal non-criminal investigation, which may involve disciplinary action, such as written reprimands, suspensions or discharge, shall be conducted without first obtaining a fully completed and signed complaint form. Since internal investigations may be undertaken to inquire into the complaints of misconduct by employees, the Employer reserves the right to conduct such investigation to uncover the facts in which case, while protecting the rights and dignity of the accused personnel.

Section 9. When an employee is to be interviewed or questioned or asked to make a statement concerning a complaint or allegation of misconduct (which if proven could result in disciplinary suspension, reduction, or discharge of a Bargaining Unit Member), the employee will be informed twenty-four (24) or more hours prior to the interview as to the nature of the investigation and whether the employee is the subject of the investigation or a witness. If the employee is the subject of the investigation, the employee shall be informed of each complaint or allegation is being made.

Section 10. The Employer will make reasonable efforts to conduct the interviews during an employee's regularly scheduled working hours. In any event, the employee will be in an on duty paid status for the duration of the interview.

Section 11. Prior to an interview or questioning of any employee or witness, the employee will be given the opportunity to arrange to have a Union Representative present during said period. The role of the employee's representative at such time will be to ensure the rights of the employee are not abridged.

Section 12. An employee who is to be interviewed or questioned concerning his performance shall be informed he is part of an official or un-official investigation, and if the employee may or may not be subjected to disciplinary action as a result thereof, and the employee shall be advised of all constitutional and legal rights that are applicable.

Section 13. A complete copy of any recording or transcripts of recordings shall be made available to the other party, at no cost, within three (3) working days of the date of the interview or questioning.

Section 14. When no disciplinary action is to be taken as a result of the investigation, the employee shall be so advised within five (5) working days of the end of the investigation.

Section 15. Disciplinary action shall be instituted within ten (10) working days of the end of the investigation or within ten (10) working days of the end of the pre-disciplinary conference, whichever is later.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

Section 2. A. All grievances must be processed at the proper step in order to be considered at subsequent steps.

B. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

C. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

- D. A grievance may be brought by any Bargaining Unit Member who believes themselves to be aggrieved. When a group of Bargaining Unit Members desire to file a grievance involving an alleged violation which affects more than one member in the same way, the grievance may be filed by the Union. Class Action Grievances shall be filed within fifteen (15) days of the date on which the event that generated the grievance took place, or within fifteen (15) days of the time in which the members became aware of such proceeding. A Class Action Grievance shall be filed directly into the second (2nd) step of the grievance procedure.

Section 3. All grievances must contain the following information to be considered and must be filed using the grievance form listed herein.

1. The aggrieved employee's name and signature.
2. The aggrieved employee's classification.
3. Date the grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
4. Date the grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident given rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

Section 4. It is the mutual desire of the Employer and the Union to provide for prompt adjustments of grievances, with a minimum amount to interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

INFORMAL STEP - Immediate Supervisor

An employee having a grievance will first bring that complaint verbally, within fifteen (15) calendar days of the incident giving rise to the grievance, or within fifteen (15) calendar days of his first knowledge of the action or event, (not to exceed thirty (30) days from the date of the action or event), to the attention of the employee's immediate supervisor. The immediate supervisor, or his designee, shall within three (3) calendar days discuss the grievance with the employee and within twenty-four (24) hours of their discussion, respond to the employee with an answer.

STEP 1 - Division Commander

If the employee and the immediate supervisor are unable to resolve the problem at the Informal Step, the employee may file a written grievance with the Division Commander. In order for the grievance to be recognized, it must be filed within fifteen (15) calendar days from the date of the Immediate Supervisor's response in the Informal Step. Within five (5) calendar days from the date the aggrieved first presented his complaint, the Division Commander will attempt to resolve the matter.

STEP 2 - Sheriff

If the grievance is not satisfactorily resolved at Step 1, the aggrieved, with the appropriate Staff Representative, if the Grievant desires, may refer the grievance to the Sheriff, or his designee, within fifteen (15) calendar days after receiving the Step 1 reply. The Sheriff shall have five (5) calendar days in which to schedule a meeting with the aggrieved employee and his Union Representative, if the Grievant desires. The Sheriff shall investigate and respond in writing to the Grievant and/or the appropriate Union Representative within ten (10) calendar days following the meeting.

STEP 3 - Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance is submitted to arbitration. A request for arbitration must be submitted within fifteen (15) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Section 5.

- A. Upon receipt of a request for arbitration the Employer, or his designee, and the representative of the Union shall within ten (10) calendar days following the notice for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on a submission agreement outlining the specific issues to be determined by the Arbitrator, but this shall not remove the ability to proceed if the parties do not agree on submission. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted by FMCS. The party requesting the arbitration shall be the first to strike a name from the list, and then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provisions of this Agreement, nor add to, subtract from, modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

- C. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practice. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

- D. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the alleged grievance shall be heard on its merit before the same arbitrator.

- E. The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be split equally between the Employer and the Union. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties' desire a court reporter's recording or request a copy of any transcript.

Section 6. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 7. For purposes of this Article, workdays shall be defined as calendar days, excluding Saturday, Sunday, and holidays as defined herein.

Section 8. In the event a step in the grievance procedure is permanently vacant, grievances presented to the vacant step will proceed to the next step, without any loss of time, to be answered by the supervisor next in the grievance procedure.

Section 9. The Employer shall provide the Union with a list of Management's designated representatives for each step of the grievance procedure.

ARTICLE 11 PERSONNEL FILES

Section 1. It is recognized by the parties that the Employer may establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer or his employees. All employees shall have access to their own individual personnel file for review of documents contained in said personnel file. Employees shall have access to their individual personnel file for review in the following manner:

1. Requests for review must be made in writing to and receive approval from the Employer or his designee.
2. All reviews shall be conducted on the premises of the Employer.
3. All reviews shall be conducted during the Employer's normal business hours.
4. All employee reviews should be on the employee's non-work time.
5. An employee may provide written authorization for an individual, other than said employee, to be granted permission to review said employee's file in accordance with this Article.
6. Any non-employee of the Employer, reviewing a personnel file must sign the jacket of the file giving the individual's name, date, and time of review, and duration of review.
7. Requests for copies of documentation in said files will be made following the Employer's practice of copying documents.

Section 2. Employee personnel files shall include but may not be limited to individual employment date, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff, and termination.

Section 3. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the Ashtabula County Sheriff's Department, except with the written consent of the employee affected.

Section 4. If a Bargaining Unit Member has reason to believe there are inaccuracies in documents contained in the personnel file, the employee may write a memorandum or letter explaining his position, and have the letter or memo attached to the documents in question.

Section 5. Nothing herein shall prevent the dissemination of impersonal statistical information.

**ARTICLE 12
NO STRIKE/NO LOCKOUT**

Section 1. The Employer and the FOP/OLC recognize that a strike would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the FOP/OLC shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike, or slowdown, the FOP/OLC will promptly do whatever it can to prevent or stop unauthorized acts, including stating in writing to the employee(s) the strike action is not authorized by the FOP/OLC and all employees should return to work immediately. The Employer shall hold the FOP/OLC harmless, provided the FOP/OLC follow the provisions of this Agreement.

Section 2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the grievance procedure contained herein.

Section 3. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees have violated Section 1 of this Article.

Section 4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike, provided the Employer follows all the provisions of this Agreement.

**ARTICLE 13
NON-DISCRIMINATION**

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

Section 3. The Employer and Union agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership, or position in the Union.

**ARTICLE 14
HEALTH AND SAFETY**

Section 1.

- A. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, and establish safe working practices for his employees.
- B. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 2.

- A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions became apparent.
- B. The supervisor will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The supervisor shall be responsible for ensuring that all safety rules and safe working methods are followed by his employees.
- C. The supervisor will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made.

**ARTICLE 15
WORKRULES**

Section 1. The FOP/OLC recognizes that the Employer has the right to promulgate work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 2. Whenever feasible, as determined by the Employer, at least forty-eight (48) hours advance written notification will be given of the implementation of any new or revised work rule, regulation, policy or procedure which affects members of the bargaining unit. The Employer shall post a copy of the new or revised work rule, etc., and will forward, by regular U.S. Mail, an additional copy to the Staff Representative for the FOP/OLC, within forty-eight (48) hours.

ARTICLE 16 SENIORITY

Section 1. Seniority shall be defined as an employee's length of continuous full-time employment within the Sheriff's Department. A probationary employee shall have no seniority and classification until they satisfactorily complete the probationary period which will be added to the total length of continuous employment. Seniority in the supervisory role shall be defined as an employee's length of continuous full-time employment within the Sheriff Department at the current rank of Communications Supervisor.

Section 2. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. Once the number of layoffs and respective positions, ranks or classification have been determined by The Employer, affected employees shall be laid off based upon seniority with the least senior employee being laid off first, a ranking officer may be allowed to return to their prior position/classification if seniority allows. Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

Section 4. In all matters wherein the Employer shall give consideration and evaluate two or more employees within a particular classification on a comparative basis, such as, but not limited to, job vacancies, vacation selection, holiday leave as described in this Agreement, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

Section 5. Vacation bidding/selection shall be by seniority service with Ashtabula County Sheriff Office. Lateral hires may be permitted to carry over vacation time from another department at the Sheriff or his designee's discretion.

ARTICLE 17 LAYOFF AND RECALL

Section 1. Whenever it becomes necessary for the Sheriff to lay off Employees, the Sheriff shall file a notice with the Union and affected employees at least thirty (30) days prior to the expected day of the layoff, unless an emergency would not permit the thirty (30) days advance notice. The notice to the Union shall specify the classification(s) in which the layoff is to occur and the number of employees to be laid off in each classification.

Section 2. The layoffs shall be administered by the Sheriff in accordance with the procedures established in Ohio Revised Code Sections 124.321 to 124.327 and the related Administrative Code Sections enacted pursuant to those sections.

Section 3. Recall shall be administered by the Sheriff in accordance with the procedures established in Ohio Revised Code Sections 124.321 to 124.327 and the related Administrative Code Sections enacted pursuant to those sections.

Section 4. In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by registered, return receipt requested mail.

Section 5. No Non-Bargaining Unit Member shall fill any Communication Supervisor position, full-time, part-time, or occasionally while any Communication Supervisor member is in lay-off status.

ARTICLE 18 LEAVE OF ABSENCE

Section 1. The Employer may grant a leave of absence without pay to an employee of the bargaining unit covered by this Agreement in accordance with the rules set forth in this Article and the appropriate rules of the Employer.

- A. Employees in the bargaining unit, covered by this Agreement, and who have served at least one (1) year as a full-time employee, may be granted a personal leave of absence without pay for a period not to exceed thirty (30) consecutive days in any one (1) year.
- B. Employees in the bargaining unit covered by this Agreement, and who have three (3) or more years of continuous service, may be granted a leave of absence without pay for a period not to exceed six (6) months, provided that said leave is for one of the following reasons:
 - 1. The employee is physically incapacitated, in which case a registered physician shall furnish the Employer with a statement confirming that fact; or
 - 2. The employee requests a leave for educational purposes considered to be in the best interest of the Employer.
- C. No approved leaves of absence without pay may be applied to extend any paid leave such as vacation leave or holiday leave.

Section 2. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer or his designated representative shall decide in each individual case if a leave of absence is to be granted within the limitations of the appropriate rules of the Employer. A leave of absence shall be requested and authorized on a form designated by the Employer. All requests for leaves of absence without pay must be applied for sixty (60) days prior to the commencement of the desired leave.

Section 3. Reinstatement from Leave.

- A. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while the employee is on leave is to be on a temporary basis. If an employee fails to return to work at the expiration of any authorized leave of absence without pay, he shall automatically be considered as having resigned his position.
- B. An employee may be returned to work before the scheduled expiration of leave if the employee submits such requests in writing and such request are agreed to by the Employer.
- C. An approved authorized leave of absence without pay does not constitute a break in continuous service, provided the employee follows the proper procedure for such leaves and returns to active service immediately following the expiration of the approved leave.

Section 4. Unauthorized Leave of Absence. Any employee, who commences a personal leave of absence without obtaining prior authorized approval, as stated in this Article, shall be subject to disciplinary procedures.

Section 5. Sick Leave and Vacation Credits. An employee on leave of absence without pay does not earn sick leave or vacation credits. However, the time spent on authorized leave of absence is to be counted in determining the length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 6. Abuse of Leave. If it is determined that an employee is abusing the leave of absence and not actually using it for the purpose specified, the Employer may cancel the leave and require the employee to report for work, or the employee shall be subject to disciplinary procedures.

Section 7. Failure to Return from Leave of Absence. An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without reporting to the Employer or his designee, shall automatically be considered as having resigned his position.

**ARTICLE 19
HOURS OF WORK/OVERTIME**

Section 1. This Article is intended to define the normal hours of work per work period in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or work period for the purpose of promoting efficiency or improving services; or from establishing the work schedules of employees, except as limited by this Article. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours, inclusive of a one-half (1/2) hour lunch period. The work period shall commence with the "Day Shift" Sunday and conclude with the "Midnight Shift" the second consecutive following Saturday.

Section 3. When an employee is required by the Employer to work in excess of forty (40) hours in a seven (7) day work period, he shall be entitled to overtime compensation at one and one-half (1- 1/2) times the employee's regular hourly rate of pay.

Section 4. For purposes of the computation of overtime, sick leave, as provided in this Agreement shall not be counted as hours worked. When an employee is required to work overtime in a work period where he has taken sick leave, the employee shall not be eligible for the premium rate until he has actually worked forty (40) hours in a seven (7) day work period.

Section 5. An employee required to work on one of the recognized holidays, as defined in Article 20 of this Agreement, is entitled to receive compensation at the rate of one and one-half (1- 1/2) times his usual rate of pay.

In addition to receiving his regular holiday pay, for any hour worked in excess of eight (8) hours on a holiday, double time and one-half shall be paid for all hours worked over eight (8) hours. The premium rate of pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation which may accrue in such work period.

Section 6. Overtime will be distributed as equally as possible among employees by consideration of classification, position, qualification, and seniority of those employees who normally perform such work.

Section 7. When the Employer becomes aware that authorized overtime is being accrued during a pay period by an employee, the Employer may offer the employee compensatory time off during the pay period. The compensatory time off shall be paid at a rate of one and one-half (1/2) times the hours worked. The employee may, at his discretion, accept such compensatory time off. However, the Employer may not adjust the employee's work schedule without the employee's consent for the purpose of avoiding the payment of overtime.

**ARTICLE 20
HOLIDAYS**

Section 1. All employees covered by this Agreement shall be entitled to the following holidays:

New Years' Day	(1st day of January)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(25th day of May)
Juneteenth	(19th day of June)
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)
Christmas Day	(25th day of December)

Section 2. Employees must work their scheduled day before and after the holiday, excluding vacation, and must work the holiday in order to be entitled to the holiday pay.

Section 3. Employees who are scheduled to work on a designated holiday, specified in Section 1 of this Article, are entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to receiving his regular holiday pay up to eight (8) hours, any hours worked over eight (8) hours shall be compensated at the double time and one-half rate of pay. Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay, shall not be considered time worked for the purpose of calculating overtime.

Section 4. All holidays shall be observed on the actual day of the holiday.

**ARTICLE 21
VACATIONS**

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Effective January 1, 2014, the amount of vacation leave to which an employee is entitled is based upon length of service including full-time and part-time service with the State or any political subdivision of the State as follows:

Less than 1 year	None
1 year but less than 7 years	80 hours (2 weeks)
7 years but less than 12 years	120 hours (3 weeks)
12 years but less than 18 years	160 hours (4 weeks)
18 years but less than 24 years	200 hours (5 weeks)
25 years and up	240 hours (6 weeks)

Section 2. No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer. Employees recalled from layoff need not complete one (1) year of service after recall to be eligible for vacation leave, provided the employee previously completed one (1) full year of service.

Section 3. Vacation time will be computed from the date of hire of each employee, plus full-time and part-time service with the State or any other political subdivision of the State. Employees shall be given one (1) year of credit toward their years of service for each year of full-time service with the State or another political subdivision of the State. (For each five hundred and twenty (520) hours of full-time service, the employee shall be credited with one-quarter of a year toward their years of service with the Employer). Employees shall be given credit toward their years of service for part-time service with the State or another political subdivision of the State on a prorated basis based on the employee's total accumulated hours of work in part-time service. (For each five hundred and twenty (520) hours of part-time service, the employee shall be credited with one quarter of a year toward their years of service with the Employer). Employees claiming credit for prior service are responsible for obtaining certified records from previous employers and submitting them to the Employer prior to December 1 (records need only be submitted one time).

Section 4. Vacation scheduling for each year will begin on December 1 of the previous year. Employees shall have until January 15 to make and file vacation requests. The Employer will post the vacation schedule no later than January 31 of each year. The Employer will provide a copy to each employee of his or her vacation leave or personal day request, be it approved or denied.

Section 5. Where scheduling of vacation conflicts may occur, the preference shall be given to the senior employee, provided the conflict is reported prior to January 15.

Section 6. An employee wishing to change their scheduled vacation after the date of posting of the vacation schedule by the Employer shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a "first-come-first-served" basis for those unscheduled and available weeks remaining, "with seniority taking precedence when such request for time off submitted simultaneously" providing all requests are turned in ten (10) calendar days prior to the requested day.

Section 7. Once the vacation schedule has been approved by the Employer, alteration, or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 8. There shall be no carryover of vacation leave from one year to the next. Newly hired employees shall be allowed to take their vacation entitlements, after they have completed one (1) year of service, but before December 31, of the year. Only newly hired employees if they are unable to take their initial vacation leave prior to December 31, will be allowed to carry over any unused vacation into the following year and all vacation leave must be used by December 31 of the following year. If an unforeseen emergency exists and vacation leave cannot be utilized prior to December 31, of each year, and approved by the Sheriff, employees may carry over forty (40) hours only, due to the unforeseen emergency.

Section 9. Vacation leave may be scheduled in eight (8) hour increments.

ARTICLE 22 FAMILY MEDICAL LEAVE

Section 1. All full-time employees, who are members of the bargaining unit, will be provided (at the employee's option) with twelve (12) weeks of unpaid leave during any twelve (12) month period for the birth or adoption of a child, or the serious illness of the employee, or his immediate family. In addition, the employee shall have worked at least 1250 hours during the previous year to be eligible for said leave.

Section 2.

For this article, immediate family is defined to include the following:

- (1) Spouse
- (2) Child, including Stepchild
- (3) Parent

Section 3. Employees, covered under this article and married to another employee, employed by this Employer, are entitled to an aggregate of twelve (12) weeks of unpaid leave.

Section 4. An employee, who exercises his option under this article, will be continued to be covered by the health insurance plan as provided by the Employer. Such coverage shall be under the same conditions as health insurance would have been provided, as if no leave was taken.

Section 5. The Employer will be entitled to recover any and all premium costs for the employee who does not return to work, unless the employee provides the Employer medical certification that the employee is still unable to work at the end of the twelve (12) weeks of unpaid leave.

Section 6. Employees, who take leave, are entitled to return to their same or equivalent positions, with equivalent benefits, pay and other terms and conditions of employment. Employees on this unpaid leave will not accrue any seniority or employment benefits during any period of unpaid leave. The Employer may deny a position to employees who are among the highest paid ten percent (10%) where the denial is necessary to prevent substantial and grievous economic injury to the operations of the Employer.

Section 7. Employees, whenever possible, are to provide the Employer with at least a thirty (30) day advance notice of the employee's intent to utilize this leave, prior to beginning to take their leave.

Section 8. Leave resulting for the birth of a child, or the placement of a child for adoption cannot be taken intermittently, or on a reduced leave schedule, unless, requested in advance by the employee and approved by the Employer. Leave resulting from a serious illness of the employee, or a member of the defined immediate family, can be taken intermittently, or on a reduced leave schedule, when medically necessary.

Section 9. The Employer will require that any accrued paid vacation leave, sick leave, personal leave, compensatory leave, of the employee must be included within the twelve (12) weeks of Family and Medical Leave under this article. The employee will have the option of selecting which paid leave is to be used during the Family and Medical Leave the employee uses.

Section 10. When leave is requested as a result of a serious health condition, the Employer may require the employee to provide a certification issued by a health care provider. The Employer may also require a second or third opinion by a health care provider if there is doubt of the validity of the certification provided by the employee. The cost of any additional opinions shall be paid by the Employer.

Section 11. This article is intended to fully comply with all requirements set forth by the Family and Medical Leave Act of 1993.

ARTICLE 23 DISABILITY LEAVE

Section 1. Disability Leave.

- A. When an employee becomes physically unable to perform the duties of his position but is still able to perform the duties of a vacant, lower-level position, he may voluntarily request reduction to the lower-level position. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement.
- B. The determination as to whether or not a vacancy exists and the approval of such voluntary reduction request shall be within the sole discretion of the Employer and/or appointing authority, based upon the operational need and requirements.

Section 2. A physically incapacitated employee, who has exhausted his accumulated sick leave and for whom voluntary reduction is not practicable, may request up to six (6) months of personal leave (leave without pay) only if he can present evidence as to the probable date on which he will be able to return to the same or similar position within a six (6) month period. Such request should be submitted in writing to the Employer with a copy of a physician's statement attached.

Section 3. Disability Separation. A disability separation may be granted when an employee has exhausted his accumulated sick leave, and authorized vacation or compensatory time and any leave of absence without pay where applicable, and is:

1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or,
2. Is declared physically incapable of performing the duties of his position by a licensed physician. If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the cost of such examination. Any appointment made to a position vacated by disability separation will be made on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

Section 4. Reinstatement.

- A. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.
- B. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period up to three (3) years from the date the employee began leave of absence without pay. An employee must make written application to the Employer for reinstatement, containing the results of a medical examination. The cost of such examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer. Any dispute regarding such examination(s) may be submitted to a neutral third physician at the expense of the employee. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exists and/or are utilized.
- C. An employee who does not return from disability separation, formally resigns, or takes disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

**ARTICLE 24
ON DUTY INJURY LEAVE**

Section 1. In the event of a service-connected injury incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed ninety (90) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional period of time as the injury may warrant. Upon approval of an injury claim by the Industrial Commission, the employee shall pay to the Employer all income benefits paid by the Industrial Commission for the period of time during which the employee received full pay.

Section 2. To apply for benefits under Section 1 above, written application shall be made to the Employer, accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Employer to approve or reject the application and in doing so, he may require an examination by a registered physician of his selection. Approval of such requests shall not be unreasonably denied.

Section 3. Before any employee who has made application to the Employer for benefits under this Article is entitled to receive any benefits under this Article, he shall first make application for Workers' Compensation benefits. He must also complete an injury-on-duty report and reimbursement agreement with the Employer as soon as possible following the injury.

Section 4. In the event such injury-on-duty is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all-time lost from work against his accumulated sick leave, or at the employee's option, the benefits shall be repaid in cash and/or vacation leave. If the employee does not have accumulated sick leave or accumulated vacation leave to cover either all or part of the time off up to and including the date the claim is disallowed, then the monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer by reasonable terms.

**ARTICLE 25
SICK LEAVE/PERSONAL LEAVE/SICK LEAVE BONUS**

Section 1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff to a limit of one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 2. Retention of Sick Leave. An employee who transfers from another public agency to the Ashtabula County Sheriff's Department, or who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by the Ashtabula County Sheriff's Department, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his credit upon his re-employment with the Ashtabula County Sheriff's Department, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave or may take unused vacation in accordance with the appropriate section of this Agreement.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or work period earnings.

Section 5. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee.
 2. Illness, injury, or death of a member of his immediate family.
 3. Medical, dental, or optical examination or treatment of the employee, or his immediate family, as defined in Article 22.2, which cannot be scheduled during non-working hours.
 4. If a member of the immediate family residing with the employee is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
 5. Pregnancy and/or childbirth and other conditions related thereto.

- B. Three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of brother, sister, spouse, child, mother, father, person standing in loco parentis, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, grandparent, or grandchild. Funeral leave days must be three (3) consecutive calendar days and include the day of the funeral. Sick leave of five (5) consecutive calendar days may be granted by the Employer for funerals more than 500 miles round trip from the employee's home or for unusual circumstances. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive calendar days will be scheduled with the approval of the Appointing Authority.

Section 6. Evidence Required for Sick Leave Usage. The Employer may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement, or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 7. Notification by Employee. When an employee is unable to work, he shall notify the immediate supervisor or other designated person, no later than one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

Section 8. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. Any abuse or patterned use of sick leave may result in disciplinary action. Any such discipline shall be for just cause.

Section 9. Physician Statement. The employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform the employee's duties for absences of three (3) or more consecutive workdays due to illness. Whenever the Employer finds abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of such leave.

Section 10. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Department.

Section 11. Personal Leave.

- A. Each employee will be given four (4) personal days (a total of 32 hours) per calendar year.
- B. The personal leave will be taken in eight (8) hour increments.
- C. Employees must take the personal leave between January 1 and December 31 of each calendar year.
- D. Personal leave shall be taken as time off. There shall be no monetary reimbursement payable to the employee in lieu of time off.
- E. Employees shall be allowed to request a personal day off at least 24 hours in advance, provided staffing levels and workload requirements are met.

Section 12. Those employees covered under this Agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

- 1. 960 hours unused accrued sick time shall receive 240 hours pay (equal to 30 days)
- 2. 1250 hours unused accrued sick time shall receive 360 hours pay (equal to 45 days)
- 3. 1550 hours unused accrued sick time shall receive 480 hours pay (equal to 60 days)

Section 13. Sick Leave Bonus.

Effective January 1, 2022, the following sick leave bonus will be paid to Bargaining Unit Members who have:

Taken no more than sixteen (16) hours of sick leave in a year: \$600.00

For this Section only, a "year" shall be defined as running from December 1, through and inclusive to the following November 30. On duty injury leave and authorized funeral leave shall not count against the use of sick leave, for purposes of this bonus.

Payment of sick leave bonus will be in a separate check to the eligible employee(s) at the next pay period following the completion of the year.

Section 14.

Employees with at least four hundred (400) sick time hours may donate up to forty (40) hours to another Bargaining Unit Member on extended sick leave or is on Family and Medical Leave (FMLA). Donated paid leave shall be administered on a pay period by pay period basis. The Sheriff shall only deduct up to 40 hours specified by the donating employee from the donating employee's leave balance. Under no circumstance shall the Sheriff deduct more from the donating employee's leave balance than the number of hours the receiving employee is scheduled to work in the pay period. Banking of donated leave is not allowed. Leave accrued by an employee while using donated paid leave shall be used, if necessary, as soon as it is available before additional donated paid leave may be received and used by the employee.

- (1) If the Sheriff receives more than one offer to donate leave to a qualifying employee for any pay period, the Sheriff shall process the offers in the order they are received.
- (2) An eligible employee shall receive no more than four hundred hours of donated leave from all sources combined in any calendar year period.
- (3) The Sheriff shall ensure that no employees are forced or coerced into donating paid leave. Leave donations are to be entirely voluntary on the part of the donating employee.
- (4) Employees using donated paid leave are in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Donated paid leave shall never be converted to a cash benefit.
- (5) Donated paid leave shall not count toward the probationary period of an employee who receives donated paid leave during the employee's probationary period.

ARTICLE 26 JURY DUTY/CIVIL LEAVE

Section 1. The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leave granted pursuant to this Article shall commence on the date of appearance on the summons. Employees shall notify the Employer immediately upon completion of the jury duty obligation.

Section 2. All compensation received by the employee for jury duty shall be remitted to the Employer by the employee.

Section 3. On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift provided reasonable amount of time remains in the shift as determined by the Employer.

Section 4. Any employee who is appearing in court as a result of being a party to an action, either criminal or civil, may charge such time to vacation or leave without pay, providing prior approval is obtained from the Sheriff or his designee.

ARTICLE 27 COURT TIME

Section 1. Each employee covered by this Agreement, who is required to appear in court as a result of his employment with the Ashtabula County Sheriff's Department while on the employee's scheduled off-duty time, shall be compensated a minimum of three (3) hours at a rate of equal to one and one-half (1-1/2) times the employee's regular hourly rate. Hours spent in court which are compensated as set forth in this section shall not be counted as hours worked as that term is used in Article 19 of this Agreement.

ARTICLE 28 CALL IN PAY

Section 1. If an employee is called into work, the employee will be guaranteed a minimum of three (3) hours call-in pay at time and one-half (1/2) or actual hours worked whichever is greater.

Section 2. Management has the right to have a departmental meeting where the compensation will be for the length of time of the meeting with a minimum of one hour or the time of the meeting, whichever is longer.

ARTICLE 29 HOSPITALIZATION

Section 1. The Employer shall provide medical insurance programs to employees under the group insurance plans specified below. The Employer may change insurance carriers and plan, providing the benefit levels are comparable to the benefit levels currently provided by the Employer. (2016)

Section 2. The Employer will pay ninety (90%) percent of the premium for the plan selected by the employee of the plans offered by the Employer.

Section 3. Any stipend being paid for not using the Employer's healthcare plan may be terminated at the Employer's discretion subsequent to January 31, 2005.

**ARTICLE 30
WAGES/LONGEVITY**

Section 1. Effective January 1, 2023, there shall be a pay differential of three percent (3%) between Dispatch Supervisor/Coordinator and Dispatcher (Step 4).

3%				
1/1/22	Step 1	Step 2	Step 3	Step 4
Hourly	\$19.64	\$20.78	\$21.75	\$23.33

3%				
1/1/23	Step 1	Step 2	Step 3	Step 4
Hourly	\$20.23	\$21.40	\$22.40	\$24.03

2%				
1/1/24	Step 1	Step 2	Step 3	Step 4
Hourly	\$20.63	\$21.83	\$22.85	\$24.51

**Dispatch Supervisor/ Coordinator Wage Scale
(reflects 3% over the Step 4 Dispatch wage listed above)**

1/1/23	1/1/24	1/1/25
Hourly- \$24.75	Hourly- \$25.25	TBD

Section 2.

A. Based on continuous employment from the employee's date of hire with the Ashtabula County Sheriff, employees covered by this Agreement shall earn longevity as follows:

5 years of service	\$520.00	(\$.25/hr)
6 years of service	\$624.00	(\$.30/hr)
7 years of service	\$728.00	(\$.35/hr)
8 years of service	\$832.00	(\$.40/hr)
9 years of service	\$936.00	(\$.45/hr)
10 years of service	\$1040.00	(\$.50/hr)
11 years of service	\$1144.00	(\$.55/hr)
12 years of service	\$1248.00	(\$.60/hr)
13 years of service	\$1352.00	(\$.65/hr)
14 years of service	\$1456.00	(\$.70/hr)
15 years of service	\$1560.00	(\$.75/hr)
16 years of service	\$1664.00	(\$.80/hr)
17 years of service	\$1768.00	(\$.85/hr)
18 years of service	\$1872.00	(\$.90/hr)
19 years of service	\$1976.00	(\$.95/hr)
20 years of service	\$2080.00	(\$1.00/hr)

B. Longevity will be paid to the employees in a separate check on the first (1st) pay period in December.

Section 3. For purposes of pay, all anniversary dates of employees covered by this Agreement shall be January 1.

Section 4. Effective January 1, 2022, there shall be a stipend paid each year of this Agreement of five hundred (\$500.00) dollars paid to the TAC, Assistant TAC and EMDQ Dispatchers. This stipend shall be by separate check and paid within the second pay period of January of each year of this Agreement.

**ARTICLE 31
WAIVER IN CASE OF EMERGENCY**

Section 1. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Ashtabula County Commissioners, the Ashtabula County Sheriff, the Federal or State Legislature such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended.

- A. Time limits for Management or Union's reply on grievances, and;
- B. All work rules and/or provisions of Agreements and practices relating to the assignments of all employees.

Those provisions of this Agreement relating to the established rates of compensation shall not be waived during said emergencies as defined in Section 1(A) of this Article.

Section 2. Any event as described in Section 1 of this Article shall be deemed to have ended no later than forty-five (45) calendar days after the date of suspensions of this Agreement. Once the emergency waiver, as defined in Section 1, has ceased, there shall be a grace period not to exceed fifteen (15) calendar days, in which all suspended provisions shall be re-implemented.

Section 3. Upon the official termination of an emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievances had properly progressed.

**ARTICLE 32
SEVERABILITY**

Section 1. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

Section 2. In the event any provision herein is so rendered invalid, upon written request of either party thereto, the Employer and the Union will meet within thirty (30) days for the purpose of discussing a mutually satisfactory replacement for such an invalid provision(s).

Section 3. Any such replacement provision(s) shall be reduced to writing and signed by the parties within sixty (60) calendar days of the first meeting between the parties. If agreement is not reached in said time frame, the parties shall pick an Arbitrator using the method stated in the grievance procedure contained herein. The Arbitrator shall have authority to choose one position or the other and his decision shall be final and binding upon the parties. The cost of the Arbitrator shall be split equally between the parties.

**ARTICLE 33
DURATION OF AGREEMENT**

Section 1. The current Agreements which became effective on January 1, 2023, shall remain in full force and effect until December 31, 2025, with the exception of any and all MOU'S agreed upon by the County and Union since inception.

Section 2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by electronic mail with return receipt requested. The parties shall attempt to commence negotiations within two (2) calendar weeks following receipt of the notice of intent, unless otherwise mutually agreed.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and constitute the entire Agreement between the Employer and the Union and all prior agreements, either oral or written, are hereby canceled.

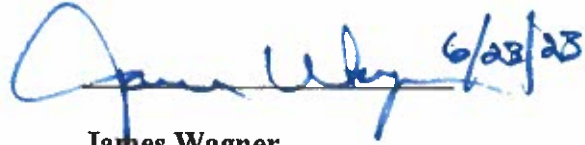
Section 4. Nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by both parties.

SIGNATURE PAGE

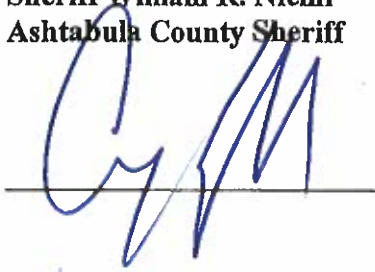
Entered into and signed this 6th Day of June 2023.



Sheriff William R. Niemi
Ashtabula County Sheriff



James Wagner
FOP/Ohio Labor Council



SKAMell.
Bargaining Team Member



Bargaining Team Member



Ashtabula County Prosecutor