

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; and

WHEREAS, a union vote was taken for the ratification of the three-year bargaining agreement, said agreement being ratified by a majority vote of the union membership for Communications Supervisor; and

WHEREAS, said Agreement has now been submitted for approval to this Board of Commissioners to be effective retroactive to January 1, 2026 and expires December 31, 2028; 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. 2026-40

January 06, 2026

**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 Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

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

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

BETWEEN

ASHTABULA COUNTY SHERIFF'S OFFICE

AND



AND

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



OHIO LABOR COUNCIL

(COMMUNICATIONS SUPERVISOR)

EFFECTIVE: 1/1/2026

EXPIRES: 12/31/2028

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2025 12:15 PM

The following Articles will remain unchanged (current contract language)

- ARTICLE 1: PURPOSE
- ARTICLE 4: UNION LEAVE
- ARTICLE 5: PROBATIONARY PERIOD
- ARTICLE 7: MANDATORY TRAINING
- ARTICLE 8: MANAGEMENT RIGHTS
- ARTICLE 9: CORRECTIVE ACTION
- ARTICLE 13: NON-DISCRIMINATION
- ARTICLE 14: HEALTH AND SAFETY
- ARTICLE 17: LAYOFF AND RECALL
- ARTICLE 18: LEAVE OF ABSENCE
- ARTICLE 19: HOURS OF WORK/OVERTIME
- ARTICLE 20: HOLIDAYS
- ARTICLE 22: FAMILY MEDICAL LEAVE
- ARTICLE 23: DISABILITY LEAVE
- ARTICLE 24: ON DUTY INJURY LEAVE
- ARTICLE 26: JURY DUTY/CIVIL LEAVE
- ARTICLE 27: COURT TIME
- ARTICLE 28: CALL IN PAY
- ARTICLE 29: HOSPITALIZATION
- ARTICLE 31 WAIVER IN CASE OF EMERGENCY
- ARTICLE: 32 SEVERABILITY

UNCHANGED ARTICLES

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

 FOP/OLC

ASHTABULA COUNTY

 12-15-2025

Date: 12-15-25

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 Communications Supervisors.

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 Union within thirty (30) days of establishment of the new job classification or title change. Should the Employer and the Union 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 Union 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 Union within thirty (30) days of establishment of the new job classification or title change. Should the Employer and the Union 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 Union may petition the State Employment Relations Board for a determination.

ARTICLE 2

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

ASHTABULA COUNTY

Kevin M. Fop/OLC

William B. ...
12-15-2025

Date: 12-15-25

ARTICLE 3 UNION REPRESENTATION

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

The Field 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 Field 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 info 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.

OHIO LABOR COUNCIL

- 3. Union activity may be permitted as long as the Union activity is not disruptive to the operations of the Office, 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 Office 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 3

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

[Signature] FOP/OLC

Date: 11-8-25

ASHTABULA COUNTY

[Signature] Sheriff 12-15-2025

ARTICLE 6
UNION SECURITY AND CHECK-OFF

Section 1. All employees in the bargaining unit may become dues paying members of the Union. Any newly hired or promoted employees in the bargaining unit shall either elect to become members of the Union 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 Union.

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 Union via ACH payment or by mail 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 6

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

OHIO LABOR COUNCIL

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

[Handwritten Signature]

Date:

12-15-25

ASHTABULA COUNTY

[Handwritten Signature]

12-15-2025

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 objective¹ 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 recognized¹ 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 Field 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.

1. FMCS Discontinuance of Panel Issuance

In the event that the Federal Mediation and Conciliation Service (FMCS) ceases to issue panels of arbitrators during the term of this Agreement, the parties shall jointly request a panel of seven (7) arbitrators from the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. Each party shall alternately strike three (3) names, and the remaining arbitrator shall be selected to hear the dispute. Either party may strike the entire panel list once, prompting the issuance of a new panel from the same arbitration service. The cost of the initial panel shall be shared equally by the parties; however, the party requesting the additional panel shall bear the full cost of the replacement list.

- 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. [n 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 10

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

OHIO LABOR COUNCIL

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

Kevin W. ... FOP/OLC

Date: 12-15-25

ASHTABULA COUNTY

William F. ... Sheriff, 12-15-2025

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 Office, 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 11

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

[Signature] FOP/OLC

ASHTABULA COUNTY

[Signature]
12-15-25

Date: *12-15-25*

**ARTICLE 12
NO STRIKE/NO LOCKOUT**

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

During the term of this Agreement, the Union 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 Union 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 Union and all employees should return to work immediately. The Employer shall hold the Union harmless, provided the Union 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 12

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

[Signature] FOP/OLC

Date: 12-15-25

ASHTABULA COUNTY

[Signature]
12-15-2025

**ARTICLE 15
WORK RULES**

Section 1. The Union 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 an additional copy to the Field Representative via email for the Union, within forty-eight (48) hours.

ARTICLE 15

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

ASHTABULA COUNTY

[Signature] FOP/OLC

[Signature] Sheriff 12-15-25
2015

Date: 12-15-25

ARTICLE 16
SENIORITY

Section 1. Seniority shall be defined as an employee's length of continuous full-time employment within the Sheriff's Office. 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 Office 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 16

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

OHIO LABOR COUNCIL

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

Kumar Fop/OLC

Date: *12-15-25*

ASHTABULA COUNTY

William B. ... Sheriff 12-15-2025

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 5 years	80 hours (2 weeks)
5 years but less than 10 years	120 hours (3 weeks)
10 years but less than 15 years	160 hours (4 weeks)
15 years but less than 20 years	200 hours (5 weeks)
20 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.

OHIO LABOR COUNCIL

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 21

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

ASHTABULA COUNTY

[Signature] FOP/OLC

[Signature] Sheriff 12-15-2025

Date: 12-15-25

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 Office, 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 Office, 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 Office, 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 Employer.

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.

ARTICLE 14.1000 - EMPLOYEES

- 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

OHIO LABOR COUNCIL

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 25

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

[Handwritten Signature] Fop/olc

ASHTABULA COUNTY

[Handwritten Signature] Sheriff 11-15-2025

Date: 12-15-25

**ARTICLE 30
WAGES/LONGEVITY**

Section 1. Effective January 1 of each year, there shall be a pay differential of three percent (3%) between Dispatch Supervisor/Coordinator and a top step Dispatcher, not including longevity.

Dispatch Supervisor/ Coordinator Wage Scale

1/1/26 (reflect 3% increase)
Hourly- \$28.96

1/1/27 (reflect 3% increase)
Hourly- \$30.41

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	\$728.00	(\$.35/hr)
6 years of service	\$936.00	(\$.45/hr)
7 years of service	\$1144.00	(\$.55/hr)
8 years of service	\$1352.00	(\$.65/hr)
9 years of service	\$1560.00	(\$.75/hr)
10 years of service	\$1768.00	(\$.85/hr)
11 years of service	\$1976.00	(\$.95/hr)
12 years of service	\$2184.00	(\$1.05/hr)
13 years of service	\$2392.00	(\$1.15/hr)
14 years of service	\$2600.00	(\$1.25/hr)
15 years of service	\$2808.00	(\$1.35/hr)
16 years of service	\$3016.00	(\$1.35/hr)
17 years of service	\$3224.00	(\$1.45/hr)
18 years of service	\$3432.00	(\$1.55/hr)
19 years of service	\$3640.00	(\$1.65/hr)
20 years of service	\$3848.00	(\$1.75/hr)

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.

OHIO LABOR COUNCIL

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 30

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

[Handwritten Signature] FOP/OLC

ASHTABULA COUNTY

[Handwritten Signature] Sheriff 12-15-2025

Date: 12-15-25

**ARTICLE 33
DURATION OF AGREEMENT**

Section 1. The current Agreements which became effective on January 1, 2026, shall remain in full force and effect until December 31, 2028, 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.

ARTICLE 33

10-31-25

The above contract amendment is hereby tentatively agreed, subject to final collective review of all tentative contract amendments, and further subject to ratification by the appropriate parties.

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

Johnnie Fopole

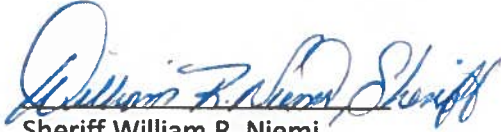
ASHTABULA COUNTY

William F. Nelson Sheriff
12-15-2025

Date: 12-15-25

SIGNATURE PAGE

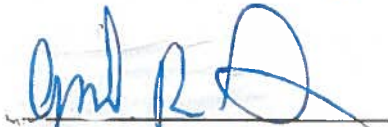

Entered into and signed this 15 day of December 2025.



Sheriff William R. Niemi
Ashtabula County Sheriff



Kevin Burns
FOP/Ohio Labor Council
Staff Attorney



Ashtabula County Prosecutor



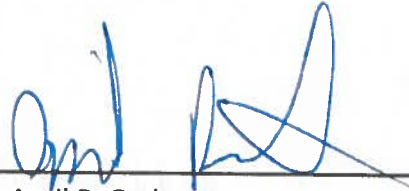
Bargaining Team Member

Signature Page

AGREEMENT TITLE: Agreement between Sheriff's Office and FOP, Communications/Dispatch Supervisor

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____

12/19/25

Reviewed by Christine Davis, Assistant Prosecutor