RESOLUTION APPROVING AND RATIFYING THE AGREEMENT BETWEEN THE ASHTABULA COUNTY RECORDER AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

WHEREAS, Barbara Schaab, Ashtabula County Recorder, has negotiated a three-year collective bargaining agreement with the Ohio Patrolmen's Benevolent Association (OPBA) covering certain employees of the Recorder's Office; and

WHEREAS, the agreement was ratified by a majority vote of the union membership; and

WHEREAS, the agreement was signed by Barbara Schaab, Ashtabula County Recorder, and members of the Bargaining Committee on June 9, 2025, and has been submitted to this Board of Commissioners for approval for the period beginning retroactively on January 1, 2026, through December 31, 2028; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio, that the collective bargaining agreement between the Ashtabula County Recorder and the Ohio Patrolmen's Benevolent Association (OPBA), covering certain employees of the Recorder's Office for the period January 1, 2026, through December 31, 2028, is hereby approved and ratified.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2026-429 **October 06, 2026**

RESOLUTION APPROVING AND RATIFYING THE AGREEMENT WITH THE ASHTABULA COUNTY RECORDER AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

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

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.

Lisa Hawkins

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

AGREEMENT

between

THE ASHTABULA COUNTY
RECORDER

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Upon Ratification by the Parties to

December 31, 2028

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PREAMBLE

This is an Agreement between the Ashtabula County Recorder's Officer, ("Employer") and the Ohio Patrolmen's Benevolent Association ("Union"). This Agreement establishes employee wages, hours, and working conditions and provides for the orderly resolution of grievances. As evidence of their determination to secure mutually beneficial and stabilized employment relations, the parties acknowledge and accept responsibility for the fulfillment of their obligation under this Agreement.

ARTICLE 1
AGREEMENT

Section 1. Parties. This Agreement, entered into by the Ashtabula County Recorder, hereinafter referred to as the "Employer or "Recorder" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union", has as its purpose the following:

Section 2. Purpose. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein.

Section 3. Headings and subheadings. The Article and Section headings in this Agreement are included only for convenience and reference and will not in any way affect the meaning or interpretation of any provisions in this Agreement.

Section 4. Pronouns. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include full-time Deputy Recorder I and Deputy Recorder II employees.

Section 2. Excluded from the bargaining unit shall be: All management-level employees, professional employees, and supervisors as defined in the Act, including all seasonal and casual employees as defined by the State Employment Relations Board, including the Recorder and all statutory exclusions.

Section 3. Should new positions be established, the Employer will notify the Union of the Employer's determination regarding the bargaining unit status of the position. Should the Union disagree with the determination, the parties will meet to review the issue. In the event the parties fail to reach agreement within thirty (30) days of notification, the issue may be submitted to the State Employment Relations Board by either party for final resolution.

Section 4. The Employer shall establish wage rates for any new bargaining unit positions based upon an appropriate differential from existing positions. Should the Union disagree with the rate established, it may file a grievance with the Recorder under the grievance procedure.

ARTICLE 3
NON-DISCRIMINATION

Section 1. The employer and the Union agree to comply with all applicable Federal, State and Local laws regarding non-discrimination based upon age, sex, race, color, creed, national origin, disability, gender identity, genetic information, military status, veteran's status, sexual orientation or ancestry. Further, neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of membership or non-membership in the union.

Section 2. The Employer and Union agree that the facilities of the Employer shall be free from sexual harassment in relationships between Employer and employee, and employee and the public.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The Union recognizes the right and authority of the Employer to administer the business of the County offices in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

A. To manage and direct its employees, including the right to select; hire; promote; transfer; assign; evaluate; layoff and recall; or to reprimand, suspend, discharge, or discipline for just cause; to maintain order among employees;

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

C. To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds.

E. To determine the hours of work and work schedule required to most efficiently operate.

F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.

G. To determine the necessity to schedule overtime and the amount required thereof.

H. To maintain the security of records and other important information.

I. To determine overall budget.

J. To maintain and improve the efficiency and effectiveness of the Employer's operations.

K. To determine and implement necessary actions in emergency situations.

The above rights are subject to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive functions of the Employer.

ARTICLE 5
UNION REPRESENTATION

Section 1. The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employers normal business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employers facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing 24 hours advance notice is given to the Employer unless there is an emergency. Upon arrival, the Union staff representative shall identify him/herself to the Employer or the Employer's designated representative. Such visitation shall not interfere with the work of employees, nor interrupt them from their normal work assignments.

Section 2. The Employer shall recognize as Union Stewards all employees certified by the Union with the authority to process grievances and act on behalf of the Union. A list of certified Union Stewards shall be submitted to the Recorder and shall remain in effect until a replacement list of certified Union Stewards is submitted. The Union shall be responsible for maintaining a current list on file with the Employer.

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 duty time. If grievance hearings are scheduled during an employee's regular duty hours, Union officers, grievant(s), and employee witnesses whom are directly involved with the investigation and/or the grievance shall suffer no loss of pay while attending such hearings. Reasonable time shall be granted to one (1) steward and the grievant(s) involved to investigate and write grievances during on-duty time not to exceed 30 minutes per week. Use of such time shall be with prior approval of and notice to, the appropriate supervisors. Use of such time shall normally be during the last one and one-half (1

1/2) hour of the working day unless other tines are mutually agreed to. Approval for the use of time shall not be unreasonably denied.

Section 5. Rules governing the activity of Union representatives 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. A steward shall notify his/her supervisor prior to leaving the workstation, indicating the reason and the member of management with whom he/she is meeting.

2. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.

3. The Local Union President or an authorized Union Local Official is permitted occasional and infrequent instances where he or she may discuss issues related to the administration of the Union Agreement without violating the terms of this agreement. Occasional and infrequent instances include short duration and does not keep a bargaining unit employee from performing duties related to his/her position.

4. The Union employee official (President, Vice-president or Steward) shall cease unauthorized 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.

Section 6. The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within twenty-eight (28) days of the employee's hire date and shall be during working hours at a time agreed by the employees' immediate supervisor, not to exceed one half (1/2) hour in duration.

ARTICLE 6
DUES DEDUCTION

Section 1. The Employer agrees to deduct Union membership dues in accordance with this Article.

Section 2. The Employer agrees to deduct regular Union membership dues once each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the employee's 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.

Section 3. The Employer shall be relieved from making such Individual "check-off" deductions upon an employee's:

(1) Termination of employment;
(2) Transfer to a job other than one covered by the bargaining unit;

(3) Layoff from work;
(4) An unpaid leave of absence;
(5) Written revocation of the check-off authorization.

Section 4. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period 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 a claim of error is made to the Employer in writing within sixty (60) days after the employee or the Union was made aware of such an error. 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. The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Employer prior to making any changes in dues deductions. The Employer shall remit the aggregate of Union dues deductions to: Trish Newcomer, Office Manager, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133.

Section 7. Employees may only withdraw their dues checkoff authorization during the annual window period described in their dues checkoff card. Any withdrawal must be in writing and sent to the Employer and the Union. The annual window for revocation of authorization shall not be less than thirty (30) days.

Section 8. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any 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.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 1. The Employer and the Union agree that the Agreement provides machinery for the orderly resolution or grievances. The parties, therefore, agree to the following:

A. The Union agrees that the local union will within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.

B. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

C. In the case of an unauthorized work stoppage or slowdown, the Employer may impose discipline without regard to the procedures or limits established under Section 4117.23 of the Ohio Revised Code. Employees who wish to grieve the

imposition of discipline shall do so through the grievance procedure established herein, and may not appeal such discipline through the procedure established under Section 4117.23 of the Ohio Revised Code.

Section 2. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 8
PROBATION PERIODS

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The probationary period for newly hired employees shall be one hundred eighty (180) calendar days. A performance review of the probationary employee shall be completed after thirty (30) and ninety (90) days. An employee's probationary period may be extended an additional thirty (30) days, but only after the performance reviews are conducted with the employee and the employee receives notice of the extension. A newly hired probationary employee may be disciplined and/or terminated at any time during the probationary period and shall have no right to appeal any termination through the grievance procedure contained herein or to the State Personnel Board of Review. Any new employee in the bargaining unit shall be allowed to join the Union upon hire.

Section 2. A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days for full time employees. A newly promoted employee whose performance is unsatisfactory may be returned (demoted) to their former position any time during their probationary period.

ARTICLE 9
WORK RULES/REGULATIONS

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, which regulate the conduct of employees, and the conduct of the Employer's services and programs. The Union and/or employees reserve the right to grieve the implementation of work rules, regulations, policies and procedures which violate this Agreement

Section 2. At least ten (10) days prior to implementation of any employee work rule, regulation, policy, or procedure which affects members of the bargaining unit, the Employer shall meet with the Union steward, post and forward a copy to the President of the local Union or his/her designee, and have any bargaining unit member(s) sign a copy that they are aware of the changes (signed copy will be placed in employee's file).

Section 3. The Employer recognizes and agrees that no work rules regulations, policies or procedures shall be maintained or established that are in violation or any expressed terms or provisions of this Agreement. The Union may request a special labor management meeting for the purpose of discussing the rules with management.

ARTICLE 10
APPLICATION OF THE OHIO CIVIL SERVICE LAW

Section 1. Except as otherwise expressly provided herein, Section 124.01 through 124.56 and section 9.40 of the Civil Service laws contained in the Ohio Revised Code do not apply to employees the bargaining unit. It is expressly agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 11
DISCIPLINARY PROCEDURES

Section 1. No form of disciplinary action will be taken against any employee, except for just cause.

Section 2. To the extent practical, discipline shall be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. A single act of serious misconduct may result in termination.

Section 3. Prior to any disciplinary action involving a suspension, reduction in pay or position, or removal, the affected employee shall be granted a pre-disciplinary hearing before the Recorder or designee. Verbal and/or written discipline may be grieved, but are not subject to arbitration. Paid suspensions may be arbitrated; however, if any portion of the suspension is upheld by the Arbitrator the employee shall have their vacation balance docked by the equivalent amount or will serve an unpaid suspension at a later time as determined by the Employer. The notice of such pre-disciplinary hearing, shall advise the employee of the exact nature of the charges and what form of potential discipline may be imposed. Notice of such hearing shall be provided no less than 24 hours in advance of the pre-disciplinary hearing.

The employee may be accompanied by a Union steward or officer during the disciplinary meeting.

Whenever the Employer calls an employee, who is the subject of a disciplinary investigation, into a meeting for the purpose of deciding whether to impose discipline, the Employer will first notify the employee of their right to bring a Union representative into the discussion. The meeting will not be delayed for an unreasonable amount of time for the attendance of a Union representative.

The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed, or may have the Union Representative present his/her response. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who receives a suspension of more than three days, a reduction in pay or position, or is terminated may file a grievance at Step 1 of the Grievance Procedure.

Section 4. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule:

Verbal Warning	Twelve (12) months
Written Warning	Twenty-Four (24) months

Suspension/Demotions Thirty-Six (36) months

In the event the employee receives intervening discipline during the above time periods, the previous record of disciplinary action will remain active until all records of discipline expire. Previous disciplinary action involving past instances of discriminatory harassment, theft, stalking, workplace violence, or use of weapons will remain for future consideration regardless of the length of time that has passed.

Section 5. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that grievances are promptly heard, answered and appropriate action taken to correct a particular situation.

Section 2. The term "grievance" shall mean an allegation by an employee that there has been a breach, misinterpretation, or improper application of this Agreement. Any dispute or grievance which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

Section 3. A grievance under this procedure may be brought by any employee. Where a group of employees file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group will process the grievance. However, all participating employees must sign the grievance.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the Grievance Procedure. A workday, as used in this article, excludes Saturday, Sunday and the holidays set forth in this Agreement.

Section 5. The written grievance shall be submitted in writing and shall contain the following information:

1. aggrieved employee's name;
2. aggrieved employee's classification;
3. name of employee's immediate supervisor;
4. date and approximate time of incident giving rise to grievance;
5. date grievance was first discussed;
6. date grievance was filed in writing at Step 1;
7. a statement as to the specific articles and sections of the Agreement violated;
8. a brief statement of the facts involved in the grievance; and
9. the remedy requested to resolve the grievance.

Section 6. The time limitations provided for in this article may be extended by mutual agreement between Employer and the Union.

Section 7. Grievances shall be processed in the following manner:

Informal Step:

An employee having a grievance will first raise the complaint verbally with the employee's supervisor within ten (10) working days of when the employee became aware, or reasonably should have become aware, of the incident giving rise to the grievance. The supervisor shall discuss the grievance with the employee and respond to the employee in writing within ten (10) working days of their discussion. If the employee is not satisfied with the response, the employee shall, within ten (10) working days after receiving the written response, reduce the grievance to writing and submit it at Step 1. Where an employee reports directly to the Recorder, the grievance may be presented directly at Step 1.

Step 1 - Recorder:

The Recorder or designee, within ten (10) working days of receipt of a written grievance, shall schedule and notify the Union steward of a formal meeting with the employee filing the grievance. The Recorder or designee shall provide the employee with a written response to the grievance within ten (10) working days of the meeting. If the employee is not satisfied with the written response, the employee may, within ten (10) working days, pursue the grievance to Step 2 of the procedure.

Step 2 - Arbitration

The Union may request mediation of any issue that is not resolved at Step 2. The request must be made within ten (10) working days after the Step 1 response is issued. The Employer has ten (10) working days to respond to the request for mediation. If the Employer declines mediation, the Union must file a notice of intent to arbitration within ten (10) working days. If the Employer agrees to mediate the grievance, the time for appealing to arbitration is extended to ten (10) working days after mediation is complete. All mediation under this section will be conducted according to the following rules.

- Mediation will not be used unless agreed by both parties.
- Consent to mediate can be withdrawn by either party at any time.
- The mediator will be selected by mutual agreement, or failing that, by requesting a list of mediators from the Federal Mediation and Conciliation Service, American Arbitration Association, or any other group the parties mutually agree to engage and striking names with the Employer striking first, until one name remains. The cost for mediation will be shared equally by the Union and the Employer.
- The mediation will be informal, the mediator will be allowed to utilize all common mediation techniques, a verbatim record will not be kept, formal rules of evidence will not apply, and any written evidence submitted to the mediator will be returned at the conclusion of the mediation to the party submitting it.
- Should the grievance remain unresolved at the conclusion of mediation the mediator will provide an opinion of the likely outcome of the case at arbitration, however the opinion is not binding and inadmissible at a subsequent arbitration, as is anything said or done by the mediator.

- No offer of settlement made by either party during the mediation process can be referenced or introduced as evidence in a subsequent arbitration of the unresolved grievance.

In the event the grievance is not referred to arbitration within the time limits prescribed above, the grievance shall be considered resolved based upon the step 1 answer. If the grievance is timely referred to arbitration the following procedures apply.

If the grievance is not satisfactorily settled in mediation Step 2, the Union may submit the grievance to final and binding arbitration upon the Union by submitting notice to the Employer within ten (10) days of the receipt of the written answer at Step 1 of its intent to arbitrate and select an arbitrator for such grievance. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the first step reply.

The parties will obtain the arbitration list from the Federal Mediation and Conciliation Services. The parties shall request a list of fifteen (15) Ohio resident/business address arbitrators within ten (10) days of receipt of the Union's notice of intent to arbitrate. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate order of preference, and return the list to FMCS. Each party shall have the right to reject one (1) panel of arbitrators. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally. All procedures relative to the hearing shall be in accordance with the rules and regulation of the Federal Mediation and Conciliation Service.

The Arbitrator shall hold the arbitration promptly and issue his/her decision within thirty (30) days from the date the record is closed. The arbitrator shall limit his/her 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 provision or terms of this Agreement, nor add to, subtract from or modify the language therein arriving at his/her determination on any issue presented that is proper within the limitations expressed herein, nor mitigate the level of discipline established by the Employer where the Employer where the arbitrator has found that the employee has committed the alleged infraction.

The Arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him/her or to submit observation or declaration of opinion which are not directly essential in reaching a decision on the issue in question.

The Arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement. In cases of discharge or of suspension, the arbitrator shall not 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 incident giving rise to the grievance, but in no event more than twenty-one (21) calendar days prior to the date the grievance was filed.

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 the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of

arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator. The decision of the arbitrator shall be final and binding upon the Union. All costs directly related to the services of the Arbitrator shall be shared equally by the Employer and Union. Should the decision not affirm the position of either party, the Arbitrator shall determine which party shall pay the cost of the Arbitrator, or in what proportion the parties shall share the cost.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter recording or request a copy of any transcript.

ARTICLE 13
SENIORITY

Section 1. Seniority shall be computed on the basis of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in service. Once service is broken, the employee loses all previously accumulated seniority.

Section 2. New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from their last date of hire.

Section 3. 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 or complies with alternate procedures in the leave of absence provisions of this Agreement. Likewise, a disciplinary suspension does not constitute a break in service.

Section 4. Seniority shall be lost when an employee:

A. Quits or resigns;
B. Is discharged for just cause;
C. Is laid off for the lesser of; eighteen (18) months, or the length of seniority at the time of layoff;
D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice.
E. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the Employer sends the employee notice by registered mail to the employees last known address as shown on the Employer's records unless the time is extended in accordance with this Agreement.

Section 5. The Employer agrees to submit to the Union annually on the anniversary date of this agreement a listing of the department, job classification, job classification date, rate of pay and seniority date of each bargaining unit employee. Seniority dates shall become official sixty (60) days after being submitted to the Union. Ties in seniority dates are to be resolved (one time only) by flip of a coin.

ARTICLE 14
VACANCY, PROMOTIONS AND TRANSFERS

Section 1. Whenever the Employer determines that a vacancy exists in the bargaining unit it shall notify the Union President, and if the position is not filled through recall from layoff, post a notice of the vacancy. The Employer is not obligated to consider applications submitted after the posting date nor any applicants who do not meet the minimum job qualifications.

The "Notice of Vacancy" shall contain the following information: classification, department, pay range and qualifications for the job, a brief description of the job duties; effective date and expiration date of the posting.

Employees who may be leaving on vacation, sick leave or other authorized leave of absence may submit a bid or application for a vacancy that may exist or for any job the employee wishes to bid on for future consideration prior to commencing such leave. Additionally, a Union Steward may submit a bid on behalf of an Employee during such absence, provided the absent employee's signature is included on the bid.

Section 2. All timely-filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, documented job performance, active disciplinary record, ability to perform the essential functions of the job and seniority.

Section 3. The position shall be awarded to the individual who best meets the criteria in Section 2. If two (2) or more applicants are considered by the Employer to be substantially equal in meeting the established criteria, then seniority shall govern in awarding the position. Should the Employer determine that no employee of the bargaining unit qualify, the employer may fill the vacancy by any means.

Section 4. An employee who is newly hired, promoted, or successfully bids on a different classification may not bid on another position for a period of twelve (12) months from the date the employee begins work duties in the job assignment, unless such time period is specifically waived by the Employer. Any employee who is promoted shall be compensated at the applicable higher rate of pay commencing upon the first day the employee permanently assumes the duties of the position

Section 5. Nothing herein shall be construed to limit or prevent the Employer from temporarily filling a position for a sixty (60) day period, pending the Employer's determination to fill the position. Such temporary appointments may be extended up to sixty (60) additional days at the Employer's discretion. Temporary vacancies known to exceed one hundred twenty (120) days, due to extended leaves of absence will be filled by the Employer, at its discretion, from the pool of applications received within five (5) days after posting the temporary position.

The parties agree and understand that the determination to fill either a temporary vacancy or permanent vacancy is at the sole discretion of the Employer. The Employer will make every effort to fill vacancies in a timely manner.

Section 6. Nothing herein shall be construed to limit or prevent the Employer from temporarily filling a position for a sixty (60) day period, pending the Employer's

determination to fill the position. Such temporary appointments may be extended up to sixty (60) additional days at the Employer's discretion. Temporary vacancies known to exceed one hundred twenty (120) days, due to extended leaves of absence will be filled by the Employer, at its discretion, from the pool of applications received within five (5) days after posting the temporary position... If the vacancy exceeds six (6) months, the Union and Employer will meet to discuss whether the vacancy should be declared permanent.

The parties agree and understand that the determination to fill either a temporary vacancy or permanent vacancy is at the sole discretion of the Employer. The Employer will make every effort to fill vacancies in a timely manner.

Section 7. Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for their permanent classification. Employees who are temporarily assigned to classifications with pay rates above their permanent classifications for a period in excess of ten (10) consecutive workdays shall receive the greater of the step one rate for the higher position for all hours worked in such higher classification.

Section 8. In general, employees will remain in their current classifications for the duration of this agreement except for promotions or mutually agreed classification changes, abolishment's, layoffs, transfers and temporary appointments.

ARTICLE 15
HOURS OF WORK/OVERTIME

Section 1. This Article in intended to define the normal range of work hours for full-time employees and shall not be construed as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promotion efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions; nor shall it be construed to reduce the work week below the established hours for regular full-time employees. Such restructuring shall not be done in an arbitrary manner nor for the purpose of avoiding the payment of overtime.

Section 2. The normal work week for regular full-time employees shall be forty (40) hours per week.

Section 3. Each employee of the bargaining unit will be granted a one-hour lunch break with one-half (1/2) hour unpaid and one-half (1/2) hour paid period during each regular work shift as scheduled by their immediate supervisor.

Section 4. Any employee required to work more than forty (40) hours in a work week, shall be compensated at one and one half (1 ½) times the normal hourly rate for all hours worked in excess of forty hours per week. Vacation, holiday, and personal time shall be considered time worked for the purpose of overtime computation. Sick time shall not be considered time worked for the purposes of overtime computation.

Section 5. All overtime shall be authorized by the supervisor or designee in advance of the overtime being worked. Unusual circumstances and situations may require employees to work overtime without having prior authorization. Whenever such unusual circumstances occur, the supervisor will determine if the overtime was warranted and if compensation is granted.

ARTICLE 16
SICK LEAVE

Section 1. Sick time 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 time shall accumulate without limit.

Section 2. 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 use vacation in accordance with the appropriate section of this Agreement.

Section 3. Sick leave shall be charged in minimum units of one half (1/2) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 4. Uses of Sick Leave

A. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. illness, injury or pregnancy related condition of the employee;
2. exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees as medically documented;
3. examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, which cannot be reasonably scheduled during non-working time;
4. illness, injury or pregnancy related condition of an employee or the employee's spouse or significant other, children, daughter, son, parents, or a person who stands in loco parentis where the employee's presence is reasonably necessary for the health and welfare of the spouse or significant other, child, daughter, son, parents or person who stands in loco parentis;
5. examination, including medical, psychological, dental or optical of a member of the employee's immediate family by an appropriate practitioner, where the employee's presence is reasonably necessary.

B. Reasonably necessary time up to three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of an immediate family member.

"Immediate family member" for the purpose of this sick leave paragraph means and employee's spouse or domestic partner, mother, father, children, grandparents, siblings, grandchildren, uncle, aunt, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, stepchildren, step-siblings, or other person who stands in a place of a parent (in loco parentis).

Section 5. The Employer shall require an employee to furnish a standard written signed statement to justify the use of sick leave after three (3) consecutive days of sick leave. For those instances where the employee is needed to care for the illness or injury of a member of the

immediate family as defined at 17.4(A)(4), to secure pay for such use of an accrued sick day, the employee shall remit to the Employer upon return, a signed physician's certificate verifying the necessity of the employee's presence. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal..

Section 6. When an employee is unable to work, he/she shall notify his/her supervisor within one-half hour of the start of the shift.

Section 7. 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 wages paid.

Section 8. If a Scheduled Medical Appointment is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was in their office for an appointment.

A physician statement shall be required for absence of three (3) or more consecutive work days due to illness. Whenever the Employer determines that there has been a patterned use or abuse of sick leave, it 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 sick leave. Failure to provide satisfactory proof may result in discipline.

No physicians excuse is needed for a doctor's appointment unless the employee has been off work for three (3) consecutive days.

Section 9. 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 essential functions of the employee's position. If found not qualified to perform the essential functions of the job, the employee may be placed on sick leave or disability leave in accordance with the applicable provision. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a licensed physician or psychologist mutually selected by the employee and the Employer. The fee of the mutually-selected physician or psychologist shall be shared by the Employer and employee.

Section 10. 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 cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed 240 hours of pay calculated at ¼ of 960 hours of sick leave.

Section 11. Members who use no sick time each year will receive an additional Personal Day the following year.

A sick leave bonus of $300 dollars will be paid to bargaining unit members who have taken no more than eight (8) hours of sick time leave for the current year.

A sick leave bonus of $200 will be paid to bargaining unit members who have taken no more than twenty- four (24) hours of sick time leave for the current year.

Donation of sick time, Jury duty leave and authorized funeral leave shall not count against the use of sick leave, for purposes of this bonus.

Example:

2018 bonus will be included in the employees January 2019 paycheck.

2019 bonus will be paid out in the January 2020 paycheck.

2020 bonus will be paid out it the January 2021 paycheck.

It is the employee's responsibility to fill out and submit to their supervisor a form by the 31st of December to receive the bonus.

ARTICLE 17
FAMILY AND MEDICAL LEAVE

Section 1. An employee who has worked 1250 hours in a calendar year and has been employed by the County a minimum of twelve (12) consecutive months is entitled to a maximum of twelve (12) weeks leave in any calendar year for any of the following circumstances:

a. CHILD CARE LEAVE

1) the birth of the employee's child;
2) the adoption or receipt of a child into the employee's foster care;

b. FAMILY LEAVE

To care for an immediate "Serious Health Condition" is defined as a disabling illness, injury or impairment that requires in-patient care or continuing treatment by a health-care provider. Short-term conditions such as illnesses lasting only a few days or out-patient hospitalization requiring only a brief recovery period do not qualify. For purposes of this section, immediate family member is defined as spouse, parent, child or step-child.

Section 2. An employee is required to use all accrued sick, vacation, personal days and other available paid leave prior to being placed on unpaid status. All paid leave will be included in the twelve (12) week FMLA leave period.

Section 3. An employee who requests a medical leave of absence for illness, injury or any other medical condition must furnish a written statement from his/her physician confirming that he/she is disabled and unable to work and the expected date of return to work. A physician's release will be required before the employee is permitted to return to work from a personal medical leave. When an employee is requesting leave to care for a family member, the employee must furnish a statement from the family member's doctor, Nurse Practitioner or Physician's Statement confirming the condition, the necessity of the employee's care and the expected date of return to work. The Employer may require re-certification of disability or necessity of the employee's

presence for care at any time during the leave. The employee is responsible for any cost of examination for certification or re-certification. The employee must comply with any request for certification or re-certification as soon as possible as a condition of leave approval, or continuation of leave.

The Employer may request the employee be examined by a physician of the Employer's choosing at the Employer's cost. In case the Employer and employee's doctors disagree on the necessity of a leave, the Employer and employee will agree upon a third doctor to examine the employee. The third doctor's opinion will be final and binding on both the employee and the Employer.

Section 4. When an employee is granted a maternity leave or a leave for planned medical treatment, the employee must give thirty (30) days' notice of the day the leave is expected to commence and the anticipated length of the leave. Employees are required to give as much notice as is practicable so that operational needs can be met. In the case of planned medical leave, the Employee is to schedule treatment to cause minimal disruption to services. An employee who is on leave for a specific time and who wishes to return to work prior to the end of the leave may do so only with the approval of the Employer.

Section 5. The Employer will continue to pay the Employer's portion of the employee's health plan during the leave of absence. The employee is required to pay the usual employee portion by the first of any month in which the employee is not on the active payroll. If an employee does not return to work at the end of the Leave, he/she will be required to repay the Employer the amount paid to retain the employee's health care benefits during unpaid portion of the leave.

Section 6. The employee may request a reduced leave schedule or intermittent leave schedule to be granted at the discretion of the Employer. If an employee with serious medical condition requests a reduced schedule or intermittent leave, he/she may be temporarily transferred to a position that better accommodates the employee's schedule. Should the request be denied, the employee shall receive a written response stating the reason(s) why the request(s) have been denied.

Section 7. If it is discovered that a leave of absence granted, for a specific purpose is not being used for that purpose, Employer may cancel the leave, with written documentation to the employee as to the reason(s) why and direct the employee to report to work and may take disciplinary action against the employee.

Section 8. An employee who fails to return to work at the expiration or cancellation of an approved leave of absence, without satisfactory explanation to the Employer will be terminated and written documentation with reason(s) stated will be given to the employee. The employee's termination date will be established as the starting date of the approved leave of absence.

Section 9. All absences of three days or more for reasons which qualify for leave under this Article shall be counted in determining the maximum twelve-week eligibility.

ARTICLE 18
LEAVES OF ABSENCE

Section1. Disability Leave and Disability Separation.

An employee who is unable to perform the duties of their position due to a disabling illness, injury or condition (including pregnancy and conditions related hereto), may, at the Employer's discretion, be granted a disability leave for up to six (6) months (including time for which the employee is eligible for Family and Medical Leave) upon presentation of appropriate medical evidence. At the sole discretion of the Employer, an additional disability leave up to six (6) months may be granted upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury, or condition, the employee may be given an involuntary disability separation under the Ohio Revised Code.

If an employee is placed on disability leave without pay and is subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed five (5) years for purpose of reinstatement rights. Satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury, or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is given. If an examination is requested by the Employer the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, he shall be returned to the same or similar position within the employee's former classification. If no similar classification exists, then a layoff situation may occur pursuant to Layoff and Recall.

Section 2. Personal Leaves of Absence.

An employee with more than one (1) year seniority may request an unpaid leave for any reason for up to six (6) months with the approval of the Employer. A leave of absence for public service or education may be granted for up to two (2) years. The request for a leave of absence must be submitted in writing for a specific period of time. Acceptable reasons for an unpaid leave of absence include:

a. Voluntary service in any government sponsored program of public betterment.
b. Family reasons that do not qualify under Family and Medical Leave (see Art. 18).
c. Other reasons for good cause as determined by the Employer.

Section 3. Education Leave.

An employee who has completed at least one (l) year of service with the Employer may be granted an educational leave for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

Section 4. Vacation Credit and Seniority During Leave.

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor. Seniority shall be established for all other purposes to Article 13, Seniority.

Section 5. Abuse of Leave.

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee and may take disciplinary action against the employee.

Section 6. Reinstatement from Leave.

Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall exercise her rights pursuant to the Layoff and Recall.

Section 7. Leaves with Pay.

A. Court Leave

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled workday shall report to work for the remaining hours, providing at least two (2) hours of work remain. Employees will honor any subpoena issued to them, including those for Worker's Compensation and Unemployment Compensation hearings. Employees will not be paid unless using vacation or personal time, when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc.

B. Military Leave

Employees who are member of the Ohio National Guard, the State or Federal Militia, or are members of reserve components of the United States armed forces will be permitted all time off for duty purposes and compensated for performance as required by State and Federal law.

Section 8. Health Benefits During Leave of Absence.

Employer paid health benefits will continue through the end of the month in which an unpaid leave of absence commences, and begins again on the first of the month following an effective return to work. For any time which Employer health benefits are not in effect, an employee may be eligible to pay for benefits under COBRA. Employees on paid leave of absence will continue to be covered by Employer paid benefits for the duration of the paid leave.

Section 9. Leave Request Employee must make best to submit requests for vacation/sick/personal/compensation leave, with seven (7) working days prior to the requested date. It is the employee's responsibility to make sure the employer has received the leave paperwork. Employee must submit request for leave with no less than three (3) days' notice, if seven (3) is not feasible. The Employer will have five (5) workdays to deny his/her request. If after five (5) days no response is given, than the request will be considered "Denied".

ARTICLE 19
UNION LEAVES/CONVENTIONS/CONFERENCES

Section 1. Employee Union Officials shall be granted up to three (3) days leave each year to attend Union business. The three (3) days shall be without pay and subject to schedule requirements. This leave shall not be charged against any other leave. However, Union Associates and or Delegates may use vacation time, compensatory time, sick time or any other paid leave which the employee may be entitled to for the purpose of attending such meeting. In addition, the Union may pay the employee representatives.

Section 2. The employee must request Union Leave ten (10) calendar days prior to any such meeting.

Section 3. Union leave shall not exceed a total of three (3) working days per calendar year.

Section 4. The employee must notify the Employer of the time, date and place of the Union business that they are to attend.

Section 5. Any Union business performed during work hours shall be logged and appropriate notice provided to the Employer.

ARTICLE 20
BEREAVEMENT LEAVE

Section 1. An employee will be granted three (3) days of paid leave if they provide verification of the death, funeral or memorial services of a spouse or domestic partner, mother, father, children, grandparents, siblings, grandchildren, niece, nephew, aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step grandparents, step child, step mother, step father, step brother, step sister or other person who stands in the place of a parent (in loco parentis).

ARTICLE 21
VACATION LEAVE

Section 1. Full-time employees are entitled to vacation with pay after six (6) months of continuous service with the Employer. The amount of vacation leave to which an employee is entitled based upon length of service as follows:

LENGTH OF SERVICE	VACATION
after six (6) months	1 week
1 year but fewer than 5 years	2 weeks
5 years but fewer than 10 years	3 weeks
10 years but fewer than 15 years	4 weeks
15 years and up	5 weeks
25 years and up	6 weeks

Employees who are regularly scheduled to work fewer than forty (40) hours per week shall have their vacation and credited hours per pay period proportioned based upon actual regularly scheduled hours paid. Vacation hours do not accrue on overtime hours.

Section 2. No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed 6 months of employment with the Employer. If employee is discharged or resigns prior to one (1) year of service, they forfeit the credit of forty (40) hours of vacation upon departure. Exceptions may be granted based on the particular circumstances and on a case-by-case basis.

Section 3. Employees hired before July 5, 1987, shall be entitled to vacation service credit for all employment with the State of Ohio or any political subdivision of the State, providing the time between employment and reemployment does not exceed ten (10) years. Employees hired on or after July 5, 1987 shall be entitled to vacation credit only for time spent in employment with Ashtabula County, except no credit will be given for time service prior to a break in service lasting ten (10) or more years.

Section 4. The Employer reserves the right to limit the number of employees who may be granted vacation leave at any specific time in any given unit.

Section 5. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days by the Employer shall be based only on emergency needs.

Section 6. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate vacation from year to year, but no more than a total of two (2) years. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 7. Employees shall forfeit their right to take or to be paid for any vacation leave in their credit which is in excess of the accrual for two (2) years. Such excess leave shall be eliminated from the employee's leave balance. Upon execution of this Agreement, employees who have accumulated vacation leave to their credit shall not lose said leave. Eligible employees may use such prior accrual within one (l) year from the date of execution of this Agreement. Failure to use such accrued vacation leave will result in forfeiture of the balance in excess of the two year accrual. Clarification: If an employee has two (2) weeks of vacation leave Per Year, that employee may keep a bank of four (4) weeks' vacation. After four (4) weeks of vacation time are banked, an employee shall use any additional accrued vacation time in the current year or lose the additional vacation time at his/her anniversary date.

Section 8. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 9. An employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation.

Section 10. In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to deceased employee's spouse and then to the estate if no spouse survives.

Section 11. An employee's accrued vacation and unused balance will be shown on the employee's bi-weekly payroll statement.

Section 12. When a full-time employee works less than his/her regular scheduled hours in a pay period and the employee is not in active pay status during such absence, partial vacation credit will be applied.

Section 13. Part-time service with the Employer will be credited on a prorated basis for the purpose of determine length of service.

Section 14. Current employees shall not lose any previously granted prior service credit due to the provision of this Article.

ARTICLE 22
HOLIDAYS

Section 1. All full-time employees covered under this Agreement shall be entitled to the following paid holidays:

New Year's Day	1st of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday in May
Juneteenth Day	June 19th each year
Independence Day	4th of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	11th of November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday immediately following Thanksgiving
Christmas Eve	24th of December – Courthouse to close at 12:00 p.m. If holiday falls on a Monday, Tuesday, Wednesday or Thursday; Employees to get 4 hours of holiday pay
Christmas Day	25th of December

Section 2. In the event that the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. Full-time employees shall be paid for their normal scheduled hours at their straight time hourly rate for each of the holidays listed in Section 23.1, above, when no work is performed on such holiday.

Section 4. Any work performed by a full-time employee on any one of the days listed in Section 23.1 shall be paid at the rate of double time the straight time rate, in addition to holiday pay.

Section 5. For full-time employees covered by this Agreement to receive holiday pay for those days listed in Section 23.1, the employee must in in active pay status (Vacation/Personal/Sick

leave) except if excused due to funeral leave or sick leave, with doctor's verification. Employees on any type of unpaid leave of absence are not entitled to holidays.

Section 6. Part-time employees covered under this Agreement shall be paid at one and one-half (1 1/2) their regular rate of pay in addition to their regular rate of pay for all hours actually worked on any of the holidays listed in Section 23.1.

Section 7. Full-time employees on the active payroll as of January 1 of each year will be entitled to four personal days with pay. Employees shall schedule such personal days once a quarter unless approved in advance by the Recorder or designee. Employees shall have scheduled all personal days prior to the end of the third quarter. Employees hired after January 1 shall accrue one personal day per quarter. Employees who leave employment prior to taking personal days forfeit such personal days' pay.

Section 8. Personal days are not cumulative and do not carry over from one calendar year to the next. Time taken for personal days are considered "time worked" for purposes of calculating overtime.

ARTICLE 23
LAYOFF AND RECALL

Section 1. In any case of an anticipated layoff of bargaining unit employees, the Employer shall notify the Union of the impending layoff prior to service of notice to employees.

Section 2. In the event of a layoff, affected employees shall receive written notice of layoff at least seven (7) calendar days prior to the effective date. The President of the Union or his/her designee shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

Section 3. The Employer shall, within each classification affected, lay off employees in order of seniority. Layoffs shall occur in the following order in the classification(s) affected:

1. seasonal, temporary employees; and intermittent employees;
2. student employees;
3. probationary employees;
4. permanent employees in the inverse order of their seniority as defined in this Agreement.

Layoff of part-time and full-time employees shall occur in inverse seniority in the classification and the employment status or each group affected by the reduction in force.

Full-time employees affected by a layoff may exercise bumping rights at their option against part-time employees with less seniority within the classification. Failure to exercise bumping right shall not cause the Employer to challenge any application for unemployment compensation benefits.

Section 4. An employee receiving notice of layoff shall have five (5) work days following receipt in which to exercise their right to bump any employee with less Employer seniority in the same or lower rated classification that the affected employee is qualified to perform without training. An employee who bumps into a lower rated classification will be compensated at the

lower rate of pay and benefits. An employee who is bumped from their position shall have five (5) work days in which to exercise their bumping rights in a similar manner. An employee who does not have sufficient seniority to bump another employee shall be laid off and placed on the appropriate recall list.

Section 5. When employees are laid off, the Employer shall create and maintain a layoff and recall list for each classification. The Employer shall recall employees according to seniority, beginning with the most senior employee in the classification, and then to any classification where the employee has the skill, ability, and qualifications to perform the work with minimum training, as determined by the Employer. Employees shall be on recall for a period of twelve (12) months. The President of the Union or designee shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made by the Employer.

In the event an employee refuses recall to a classification other than that from which he was laid off, the employee will not lose recall rights for the original classification. However, if the employee refuses recall to his/her original classification (that from which he/she was placed on layoff), the employee will be removed from the recall list.

Section 6. Notice of recall will be sent to the employee by registered mail with a copy to the Union. The Employer will be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

The recalled employee will have up to seven (7) calendar days following mailing of the recall notice to notify the Employer of their intent to return to work, and shall have ten (10) calendar days following mailing of the recall notice in which to report for duty, unless a different date for return is otherwise notified in the notice beyond the ten (10) calendar days. Failure to comply with the time limits as established herein will result in an employee's loss of recall rights. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list for the length of the employee's seniority at the time of layoff, but not to exceed eighteen (18) months.

In the event there is a tie in seniority date of two (2) or more employees, then preference shall be determined by draw.

ARTICLE 24
LABOR/MANAGEMENT CONFERENCE

Section 1. In the interest of effective communications, either party may at any time request a Labor Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, but no more frequently than quarterly unless both parties agree to meet more frequently.

Section 2. The purpose of such meeting shall be limited to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the Employer which affect employees;

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects or interest to their members;

F. Discuss ways to increase productivity and improve efficiency;

G. Minutes of the meetings shall be taken by an Employer representative, typed and distributed to the participants within five (5) working days of the meeting.

H. Discuss matters pertaining to the administration of the non-discrimination provisions of this Agreement.

26.4 There shall be no more than two (2) Union representatives in attendance at the Labor/Management Conference. There shall be no more than two (2) management representatives at the conference.

ARTICLE 25
SAFETY AND HEALTH

Section 1. The Employer shall make reasonable attempts to maintain a safe and healthful workplace and comply with applicable safety laws, rules and regulations.

Section 2. Occupational safety and health is the mutual concern of the Employer and the Union. In this regard, the Union will cooperate with the Employer in encouraging employees to observe applicable safety laws, rules and regulations.

Section 3. Employees shall follow all departmental safety rules, regulations, and methods.

Section 4. Employees will promptly report to their immediate supervisor conditions alleged to be unsafe. The supervisor will investigate the report and correct the condition(s) if possible. If an employee disagrees with the supervisor's determination or action the employee may file a grievance at the Step 2.

Section 5. Safety and health matters of mutual concern will be addressed at the labor-management conferences.

ARTICLE 26
UNION BULLETIN BOARDS

Section 1. The Employer shall provide the Union space for bulletin boards at all sites for the purpose of posting Union sanctioned and approved notices and communication. The Union assumes any and all responsibilities and liability for any notices posted on the bulletin board.

Section 2. The material posted shall relate to but not be limited to:

A. Union recreational and social affairs;
B. Union meetings
C. Union appointments;
D. Notice of nominations and elections;
E. Results of elections; and
F. Any other material authorized by the Local Union President.

Section 3. It is agreed that no material may be posted on the Union bulletin board at any time which contain personal attacks upon any other member or any other employee, derogatory attacks upon the administration or management or attacks and/or any comments regarding a candidate for public office.

ARTICLE 27
HEALTH COVERAGE

Section 1. For the term of this Agreement, the Employer agrees to continue to provide hospitalization coverage at the same level and at the same cost as established by the County Commissioners for non-bargaining unit employees of the County.

Section 2. The Employer will continue to pay ninety percent (90%) of the premium for the primary plan (basic health insurance) for full-time employees through the calendar year 2026. Should the primary plan (basic health insurance) premium increase for the calendar years 2027 and 2028, the Employer agrees to pay no less than eighty-five (85%) of the premium. The employee shall pay the remainder. The employee shall pay the remainder of the premium.

At any time during the term of this Agreement, should the County wish to change health benefits for employees as a result of a change of coverage, carrier or cost to the employee being implemented by the Board of County Commissioners, the Employer will notify the Union of the pending change, and the Union may initiate discussion on the effects of the change by directing a letter to the Employer indicating its desire to do so. The parties shall meet within two (2) weeks of such notice. It is agreed that no change shall be initiated during the two (2) week period.

Section 3. For the term of this Agreement, the Employer shall provide at the same cost and benefit levels as provided to non-bargaining unit employees, dental, vision, and prescription benefits. The only obligation of the Employer under such plan and this section shall be to pay the required premium.

ARTICLE 28
WAGES

Section 1. Wage Plan. The Union and Employer agree to the wage plan set forth below. There are 16 pay grades, numbered 1 through 16. For the duration of this Agreement, the following pay grades will be in effect:

	Min		Mid		Max	
PG	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	$ 12.41	$ 25,815.92	$(14.58)	$ (30,336.38)	$ 16.76	$ 34,856.85

2	$ 13.52	$ 28,129.71	$(15.89)	$ (33,057.23)	$ 18.26	$ 37,984.75
3	$ 14.54	$ 30,250.69	$(17.09)	$ (35,553.13)	$ 19.64	$ 40,855.57
4	$ 15.64	$ 32,521.63	$(18.38)	$ (38,220.42)	$ 21.12	$ 43,919.20
5	$ 16.81	$ 34,963.97	$(19.75)	$ (41,080.52)	$ 22.69	$ 47,197.07
6	$ 18.08	$ 37,599.12	$(21.23)	$ (44,165.58)	$ 24.39	$ 50,732.03
7	$ 19.42	$ 40,384.24	$(22.82)	$ (47,464.87)	$ 26.22	$ 54,545.50
8	$ 20.88	$ 43,426.45	$(24.53)	$ (51,031.97)	$ 28.19	$ 58,637.49
9	$ 22.43	$ 46,661.47	$(26.37)	$ (54,845.44)	$ 30.30	$ 63,029.41
10	$ 24.12	$ 50,175.01	$(28.35)	$ (58,958.85)	$ 32.57	$ 67,742.69
11	$ 25.94	$ 53,945.63	$(30.48)	$ (63,393.62)	$ 35.02	$ 72,841.60
12	$ 27.88	$ 57,994.77	$(33.46)	$ (69,595.86)	$ 39.04	$ 81,196.96
13	$ 29.98	$ 62,365.26	$(35.98)	$ (74,834.03)	$ 41.97	$ 87,302.80
14	$ 32.23	$ 67,035.70	$(38.68)	$ (80,447.12)	$ 45.12	$ 93,858.54
15	$ 34.65	$ 72,070.34	$(41.58)	$ (86,477.98)	$ 48.50	$ 100,885.62
16	$ 37.23	$ 77,447.76	$(44.68)	$ (92,937.31)	$ 52.13	$ 108,426.86

Employees hired after the execution of this Agreement, will be paid stating at the base rate. No Employee will be paid below the base rate for his or her job classification. However, the Employer, may, at its discretion, place a newly hired employee at a rate 5% above the base rate depending on the employee's experience and market conditions (I.e. bar rate times 1.05). Employees who are promoted (move to a higher pay grade through the bid procedure specified herein) will receive the greater of either the hourly rate for the entry level of the new pay grade or the hourly rate equal to three percent (3%) more than their current hourly rate. Employees who fail the probationary period following a promotion and are reinstated to their former positions will maintain their wage which they would have held had they not been promoted.

Section 2. Raises

Employees will receive the following raises, provided the raises do not put their hourly rates above the maximum rate:

- Effective the first full pay period following ratification of the Agreement award, all bargaining unit employees will receive a three percent (3%) general wage increase. Bargaining unit employees shall receive a one-time lump sum payment to account for retroactivity. It shall be calculated by multiplying a bargaining unit employee's total wages earned from January 1, 2026 through the date that the fact-finding award is adopted by both parties by three percent (3%) and subtracting the total amount earned during that same time period. The difference shall be paid on the first full pay period following approval of the fact-finding award by the parties, subject to all required withholdings. Effective the

first full pay period following approval of the ratification of the Agreement, all bargaining unit members shall receive a one-time lump sum payment of $500, subject to all required withholdings.

- Effective the first full pay period that includes January 1, 2027, all bargaining unit employees will receive a three percent (3%) general wage increase.

- Effective the first full pay period that includes January 1, 2028, all bargaining unit employees will receive a three percent (3%) general wage increase.

Section 3. Promotions and Reclassifications

Employees who are promoted or reclassified to a higher pay grade during the term of this Agreement will receive an automatic increase of 3% to their hourly wage rate or the minimum hourly pay rate for the classification, whichever is greater. The increase will be effective on the date of promotion or reclassification.

Section 4. Pay Grades

For the duration of this Agreement, the pay grades for each classification shall be as follows:

Classification	Pay Grade
Deputy Record I	6.
Deputy Recorder II	7

Section 5. Longevity

All employees who have worked five full years with the County will receive longevity for each full year of service in excess of five years, in accordance with the Longevity Pay Grid below. For purposes of longevity, the time spent on unpaid leaves of absence in excess of six consecutive months will not count toward longevity service. Longevity payments will be made in the second full pay period in November of each year and will be subject to the employee's customary withholdings and deductions. The Employer will make their portion of retirement contribution as required by Ohio Public Employee Retirement System. If an employee should leave the County's employment the Longevity pay will be pro-rated.

Years of Service	Longevity Amount
5	$520
6	$624
7	$728
8	$832
9	$936
10	$1,040

11	$1,144
12	$1,248
13	$1,1352
14	$1,456
15	$1,560
16	$1,664
17	$1,768
18	$1,1872
19	$1,976
20	$2,080

Section 6. Uniform Allowance An annual uniform allowance of five hundred dollars ($500) shall be paid on an annual basis no later than February 28 of each year to the Employees. It is understood that the employee may be taxed on the total amount of allowance if it does not comply with the Internal Revenue Service Fringe Benefit Guideline. If an employee would like to opt-out of this benefit, such employee may submit a letter to the Recorder or her designee no later than January 31 of each year.

ARTICLE 29
PERSONNEL FILES

Section 1. **Employee's right to access**. Each employee and/or the Union will have the right to review the contents of their official personnel file upon written request and the Employer will provide copies of any requested public records in accordance with the Ohio Public Records Act.

Section 2. **Employee evaluations**. Probationary employees will be advised of their performance throughout their probationary period. Non-probationary employees may receive formal or informal performance evaluations. If the Employer conducts formal performance evaluations, they will be placed in personnel files only after employees have had the opportunity to review and sign them. Performance evaluations will not be used as the sole basis for disciplinary action.

Section 3. **Non-employment documents**. The Employer will not place anonymous complaints, unverified allegations, or any documents unrelated to employment performance in an employee's personnel file.

Section 4. **Rebuttal and corrections**. Employees will have the right to submit a written response, challenging or requesting correction of inaccurate, misleading, or outdated information in their personnel file.

Section 5. **Security of personnel files**. Personnel files will be maintained in a secure location.

ARTICLE 30
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 Commissioners of Ashtabula County, the Ashtabula County Recorder, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

a. time limits for the Employer or the Union replies on grievances; and
b. all work rules and/or agreements and practice relating to the assignment of all employees.

Section 2. Upon the termination of the emergency or within seven (7) calendar days of date of said declared emergency unless otherwise mutually agreed by the parties, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

Section 3. In the event that the Commissioners close the building where the Recorder's office is physically located due to weather or other emergency, the County Recorder will close the Office as well. Employees will be paid for their regularly scheduled hours.

ARTICLE 31
GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of words herein, in the singular, shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neutral gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 32
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 3. Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 33
MID-TERM BARGAINING

Section 1. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and shall meet with the Union to negotiate the matter upon request. The Employer may unilaterally implement such changes after any such negotiations have taken place or seven (7) days after providing such notice to the Union if no negotiations have been requested prior to that date.

ARTICLE 34
TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified and discontinued at the sole discretion of the Employer, after a seven (7) day notice to the Union, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein, subject to the parties Mid-Term Bargaining Article.

ARTICLE 35
CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws as set forth in R.C. 4117.10, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 2. If the Enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 36
DURATION OF AGREEMENT

Section 1. This agreement shall be effective upon ratification and shall remain in full force and effect through December 31, 2028.

Section 2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one-hundred twenty (120) calendar days prior nor later than one-hundred-twenty (60) calendar days to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

FOR ASHTABULA COUNTY:

Barbara Schaab

Barbara Schaab, Ashtabula County Recorder

Andrew Esposito,
Employer Representative

FOR THE OHIP PATROLMEN'S BENEVOLENT ASSOCIATION:

Michele Kingston

Michele Kingston, Negotiating Member

Dominic Saturday, General Counsel
Ohio Patrolmen's Benevolent Association

Casey Kozlowski, President

Kathryn Whittington, Vice-President

J. P. Ducro IV, Commissioner

Date: 10-6-22