

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

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:

Dispatchers (voted 11/5/21)

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; and

WHEREAS, said Agreement has now been submitted for approval to this Board of Commissioners to be effective January 1, 2022; 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. 2021-440

November 30, 2021

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

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

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

Aye
Aye
Aye

CERTIFICATE OF CLERK

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

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

Acting

AGREEMENT BETWEEN THE

ASHTABULA COUNTY SHERIFF

And



THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
(DISPATCHERS)

Effective January 1, 2022

Expires December 31, 2024

**ARTICLE 1
PURPOSE**

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

1. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and
2. To set forth the full and complete understandings and agreements between the parties governing:
 - A. Wages
 - B. Hours
 - C. Terms and other conditions of employment.

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

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

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

**ARTICLE 3
UNION REPRESENTATION**

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

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

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

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

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

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

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

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

(1) The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours, except to the extent specifically authorized herein.

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

**ARTICLE 4
UNION LEAVE**

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

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

ARTICLE 6
UNION SECURITY AND CHECK-OFF

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

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

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall not be obligated to make dues deductions from any employee who during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 5. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless such claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

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

**ARTICLE 8
MANAGEMENT RIGHTS**

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

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the workforce;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the workforce; and,
9. Take action to carry out the mission of the public employer as a governmental unit.

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 10
GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

Section 5.

- A. Upon receipt of a request for arbitration the Employer, or his designee, and the representative of the Union shall within ten (10) calendar days following the notice for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on a submission agreement outlining the specific issues to be determined by the Arbitrator, but this shall not remove the ability to proceed if the parties do not agree on submission. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted by FMCS. The party requesting the arbitration shall be the first to strike a name from the list, and then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provisions of this Agreement, nor add to, subtract from, modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.
- C. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practice. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.
- D. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the alleged grievance shall be heard on its merit before the same arbitrator.

**ARTICLE 11
PERSONNEL FILES**

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

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

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

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

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

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

ARTICLE 13
NON-DISCRIMINATION

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

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

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

ARTICLE 15
WORKRULES

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

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

ARTICLE 17
LAYOFF AND RECALL

Section 1. When the Employer determines that a decrease in the work force is needed, bargaining unit employees shall be laid off in the reverse order of seniority (e.g., the employee with the least amount of seniority shall be the first to be laid off). When recalled to work from a layoff, employees shall be recalled to work by seniority (e.g. the laid off employee with the most seniority shall be the first employee to be recalled). In the event of a layoff, all part-time employees must first be laid off until such time that all Bargaining Unit Members have been offered a recall.

Section 2. When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years from the date of layoff. When the Employer recalls persons off the list, they shall be recalled to their previous position, but not necessarily to the shift on which they were working when laid off.

Section 3. Notice of recall from a layoff shall be sent to the employee by certified or registered mail, with a copy sent to the FOP/OLC Staff Representative. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

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

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

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

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

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

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

**ARTICLE 20
HOLIDAYS**

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

New Years' Day	(1 st day of January)
Martin Luther King Day	(3 rd Monday of January)
President's Day	(3 rd Monday of February)
Memorial Day	(25 th day of May)
Juneteenth	(19 th day of June)
Independence Day	(4 th of July)
Labor Day	(1 st Monday of September)
Columbus Day	(2 nd Monday of October)
Veteran's Day	(11 th day of November)
Thanksgiving Day	(4 th Thursday of November)
Christmas Day	(25 th day of December)

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

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

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

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

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

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

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

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

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

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

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

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

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

B. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period up to three (3) years from the date the employee began leave of absence without pay. An employee must make written application to the Employer for reinstatement, containing the results of a medical examination. The cost of such examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer. Any dispute regarding such examination(s) may be submitted to a neutral third physician at the expense of the employee. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exists and/or are utilized.

C. An employee who does not return from disability separation, formally resigns, or takes disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

ARTICLE 25
SICK LEAVE/PERSONAL LEAVE/SICK LEAVE BONUS

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

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

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

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

Section 5. Uses of Sick Leave.

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

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

Section 11. Personal Leave.

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

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

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

Section 13. Sick Leave Bonus.

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

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

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

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

ARTICLE 26
JURY DUTY/CIVIL LEAVE

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

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

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

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

**ARTICLE 28
CALL IN PAY**

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

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

**ARTICLE 30
WAGES/LONGEVITY**

Section 1. Effective January 1, 2022, all employees covered by this Agreement shall be given a three percent (3%) wage increase to their current wage rate, effective January 1, 2023, all employees covered by this Agreement shall receive a three percent (3%) increase to their wage rate, and effective January 1, 2024, all employees covered by this Agreement shall receive a two percent (2%) increase to their wage rate.

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

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

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

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 yrs of service	\$ 520.00	(\$.25/hr)
6 yrs of service	\$ 624.00	(\$.30/hr)
7 yrs of service	\$ 728.00	(\$.35/hr)
8 yrs of service	\$ 832.00	(\$.40/hr)
9 yrs of service	\$ 936.00	(\$.45/hr)
10 yrs of service	\$1040.00	(\$.50/hr)
11 yrs of service	\$1144.00	(\$.55/hr)
12 yrs of service	\$1248.00	(\$.60/hr)
13 yrs of service	\$1352.00	(\$.65/hr)
14 yrs of service	\$1456.00	(\$.70/hr)
15 yrs of service	\$1560.00	(\$.75/hr)
16 yrs of service	\$1644.00	(\$.80/hr)
17 yrs of service	\$1768.00	(\$.85/hr)
18 yrs of service	\$1872.00	(\$.90/hr)
19 yrs of service	\$1976.00	(\$.95/hr)
20 yrs of service	\$2080.00	(\$1.00/hr)

**ARTICLE 31
WAIVER IN CASE OF EMERGENCY**

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

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

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

Section 2. Any event as described in Section 1 of this Article shall be deemed to have ended no later than forty-five (45) calendar days after the date of suspensions of this Agreement.

Once the emergency waiver, as defined in Section 1, has ceased, there shall be a grace period not to exceed fifteen (15) calendar days, in which all suspended provisions shall be re-implemented.

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

**ARTICLE 33
DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective January 1, 2022 and shall remain in full force and effect until December 31, 2024.

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

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

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

SIGNATURE PAGE

Entered into and signed this _____ Day of November, 2021.

Sheriff William R. Neimi
Ashtabula County Sheriff

James Wagner
FOP/Ohio Labor Council, Inc.

Ashtabula County Commissioner

Bargaining Team Member

Ashtabula County Commissioner

Bargaining Team Member

Ashtabula County Commissioner

Approved as to legal form only:

Ashtabula County Prosecutor

SIGNATURE PAGE

Entered into and signed this 16th Day of November, 2021.



Sheriff William R. Nelmi
Ashtabula County Sheriff



James Wagner
FOP Ohio Labor Council, Inc.



11-30-21

Ashtabula County Commissioner



Bargaining Team Member



11-30-21

Ashtabula County Commissioner



Bargaining Team Member



11-30-21

Ashtabula County Commissioner

Approved as to legal form only:



Ashtabula County Prosecutor

