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**AGREEMENT BETWEEN THE**

**ASHTABULA COUNTY SHERIFF**

**and**

**OHIO PATROLMAN'S BENEVOLENT  
ASSOCIATION**

**(Secretaries, Clerical Specialists,  
Maintenance, and Cooks)**

**Effective January 1, 2019**

**Expires December 31, 2021**

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## **ARTICLE 1 PURPOSE**

**Section 1.** This Agreement, entered into by the Ashtabula County Sheriff, hereinafter referred to as the "Employer", and OPBA, 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 employees demand upon the Employer's success in establishing and maintaining a proper service to the community.

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

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

## **ARTICLE 2 UNION RECOGNITION**

**Section 1.** The Employer recognizes the OPBA as the sole and exclusive representative for those employees of the Employer in the bargaining units listed in Section 2. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees employed by the Employer in a bargaining unit, as certified by the State Employment Relations Board in Case No. 98-REP-09-0205 and 98-REP-09-0203. The

certification orders were filed and served upon each party on February 4, 1999.

**Section 2.** The term "Bargaining Unit" shall be defined as the following:

- All full-time Secretaries
- All full-time Clerical Specialists
- All full-time Maintenance Personnel
- All full-time Cooks

**Section 3.** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

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

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

### **ARTICLE 3**

#### **UNION REPRESENTATION**

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

The Staff Representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hour advance notice is given the Employer. Upon arrival, the Union Staff Representative shall identify himself to the Employer or the Employer's designated representative.

**Section 2.** The Union shall submit, in writing, the name of the employee in the Union to act as Union steward for the purposes of processing grievances in accordance with the grievance

procedure contained herein. The Employer shall be notified within fourteen (14) days, in writing, of the change of any officer(s) of the Local Union. Directors may act as a Steward, if no Steward is available.

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

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

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

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

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

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

6. The Employer agrees to furnish the Union bulletin board space within the Sheriff's Department to be used by the Union for the posting of notices and bulletins relating to the Union. All items so posted will bear the signature of an official of the Union. The location of said bulletin board space shall be designated by the Sheriff and the Union.

## **ARTICLE 4**

### **UNION LEAVE**

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

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

## **ARTICLE 5**

### **PROBATIONARY PERIOD**

**Section 1.** Every newly hired full-time employee will be required to successfully complete a probationary period. The probationary period for new full-time employees shall begin on the first date of hire for which the employee receives compensation from the Employer and continue for a period of 365 calendar days. The probationary period for newly-promoted full-time employees shall begin on the first date of the promotion and continue for a period of 180 days. A probationary employee may be terminated during his probationary period and shall have no appeal over such removal. A promoted employee who is removed from his promoted position, voluntarily or involuntarily, and returned to his original position during his probationary period shall have no appeal over such placement but shall retain all seniority in his original position.

## **ARTICLE 6**

### **UNION SECURITY AND CHECKOFF**

**Section 1.** The Employer agrees to deduct regular Union membership dues, biweekly from the pay of any employee in the bargaining unit eligible for membership upon 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 the authorization was received by the employer. All dues shall be sent to the OPBA, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133, or such other address as set forth by the union from time to time.

**Section 2.** The Employer agrees to deduct regular Union membership dues once each month 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. Newly hired employees shall be eligible for dues deduction after thirty (30) days of service with the Employer. The signed payroll deduction form must be presented to the Employer by the employee or the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from 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 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, fees, and assessments. The Union hereby agrees that it will indemnify and hold the Employer harmless from any and all claims, demands, actions, or other forms of liability arising from deductions made by the Employer pursuant to this Article or in reliance on any list, notices or assignment furnished under any such provisions. 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 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 5.** 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 6.** 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 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 7.** The rate at which dues are to be deducted shall be certified to the Employer by the International Treasurer of the Union during January of each year. A one (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted to the Treasurer of the Union.

## **ARTICLE 7 MANAGEMENT RIGHTS**

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

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

6. Determine the adequacy of the workforce;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the workforce; and,
9. Take action to carry out the mission of the public employer as a governmental unit.

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

## **ARTICLE 8 CORRECTIVE ACTION**

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

- A. Discipline will be applied in a corrective, progressive, and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. Whenever the Employer and/or his designee determines there may be cause for an employee to be disciplined (suspended, reduced or discharged) a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedures shall be as follows:
  1. The employee shall be provided with a written notice advising him of the nature of the charges and the date, time, and location of the hearing. Such notice shall be given to the employee at least forty-eight (48) hours prior to the time of the hearing. The employee shall be allowed representation, the cost of which shall be

borne by the employee.

2. The hearing shall be conducted before a "neutral" administrator, selected by the Employer, who is not involved in any of the events giving rise to the offense.

3. Within five (5) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence at the hearing by the employee and the Employer.

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

**Section 3.** Following the conference, any employee receiving an order of suspension or dismissal may appeal such order at Step 2 of the grievance procedure within five (5) working days of receipt of the decision.

**Section 4.** Prior to the scheduled time of the conference the employee may waive his/her right to such a conference, by signing the "Waiver of Pre-Disciplinary Conference" form (Appendix "\_"). An employee who waives their right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

**Section 5.** The Employer agrees all disciplinary procedures shall be carried out in private and in a business-like manner.

**Section 6.** Provided there is no intervening disciplinary actions taken during that period, for similar and like offenses, 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

**Section 7.** 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 6 above.

**Section 8.** 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 9.** 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 10.** 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 11.** 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 12.** 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 insure the rights of the employee are not abridged.

**Section 13.** An employee who is to be interviewed or questioned concerning his performance shall be informed he is part of an official or un-official investigation and if the employee may or may not be subjected to disciplinary action as a result thereof, and the

employee shall be advised of all constitutional and legal rights that are applicable.

**Section 14.** A complete copy of any recording or transcripts of recordings shall be made available to the other party, at no cost, within three (3) working days of the date of the interview or questioning.

**Section 15.** When no disciplinary action is to be taken as a result of the investigation the employee shall be so advised within five (5) working days of the end of the investigation.

**Section 16.** Disciplinary action shall be instituted within ten (10) working days of the end of the investigation or within ten (10) working days of the end of the pre-disciplinary conference, whichever is later.

## **ARTICLE 9 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 not used to effect 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 himself to be

aggrieved. When a group of bargaining unit members decide 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 giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

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

**INFORMAL STEP - Immediate Supervisor**

An employee having a grievance will first bring that complaint verbally, within fifteen (15) calendar days of the incident giving rise to the grievance, or within fifteen (15) calendar days of his first knowledge of the action or event, (not to exceed thirty (30) days from the date of the action or event), to the attention of the employee's immediate supervisor. The immediate

supervisor, or his designee, shall within three (3) calendar days discuss the grievance with the employee and within twenty-four (24) hours of their discussion, respond to the employee with an answer.

### **Step 1 - Division Commander**

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

### **STEP 2 - Sheriff**

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

### **Step 3 - Arbitration**

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

### **Section 5.**

A. Upon receipt of a request for arbitration the Employer, or his designee, and the representative of the Union shall within ten (10) calendar days following the notice for

arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (“FMCS”). 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 FMCS.

B. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement, nor add to, subtract from, modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

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



monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

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

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

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

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

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

## **ARTICLE 10**

### **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 premise 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 11**

### **NO STRIKE/NO LOCKOUT**

**Section 1.** The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree that during the term of this Agreement, the OPBA shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike, or slowdown, the OPBA will promptly do whatever it can to prevent or stop unauthorized acts, including stating in writing to the employee(s) the strike action is not authorized by the OPBA and all employees should return to work immediately. The Employer shall hold the OPBA harmless, provided the OPBA follow the provisions of this Agreement.

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

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

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

## **ARTICLE 12**

### **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 13**

### **HEALTH AND SAFETY**

**Section 1.**

A. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, and establish safe working practices for his employees.

B. The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 2.**

A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions became apparent.

B. The supervisor will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The supervisor shall be responsible for ensuring that all safety rules and safe working methods are followed by his employees.

C. The supervisor will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made.

## **ARTICLE 14**

### **WORK RULES**

**Section 1.** The OPBA 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 OPBA, within forty-eight (48) hours.

## **ARTICLE 15**

### **SENIORITY**

**Section 1.** Employees who have the same date of hire (DOH) shall have seniority established by their first (1<sup>st</sup>) day of actual work assignment. If two or more employees have the same date of hire, then seniority will be granted to the employee who worked the earliest shift on the date of hire. A break in service lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

**Section 2.** Any employee that is promoted to a rank in this division covered by this Agreement may voluntarily elect to return to his previously-held rank after a promotion with no loss of seniority in the previously-held position. Any employee that is promoted to a rank in this division covered by this Agreement who is involuntarily returned to his previously-held position for failure to succeed in his new job at his new rank shall not lose seniority in the previously-held lower position.

**Section 3.** Seniority, as that term is used in this Agreement, is defined as an employee's uninterrupted and continuous service with the Ashtabula County Sheriff's Office as a full-time regular employee to be computed from the employee's most recent date of hire. In the event of a layoff no departmental employee may bump from one division to another division to prevent layoff (e.g. road division, jail division, dispatch division).

**Section 4.** Classification seniority is defined as an employee's uninterrupted continuous service in the particular classification (e.g. corporal, sergeant, lieutenant). Classification seniority shall only be used for the purpose of shift selection, shift bidding, and vacation selection.

**Section 5.** An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 6.** Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

**Section 7.** In all matters wherein the Employer shall give consideration and evaluate two or more employees within a particular classification on a comparative basis, such as, but not limited to, job vacancies, vacation selection, holiday leave as described in this Agreement, said selection shall be awarded on the basis of seniority should all other factors in the evaluation process be considered equal.

## **ARTICLE 16**

### **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).

**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 OPBA 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 mail, return receipt requested.

## **ARTICLE 17**

### **LEAVE OF ABSENCE**

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

A. Employees in the bargaining unit, covered by this Agreement, and who have served at least one (1) year as full time employee, may be granted a personal leave of absence without pay for a period not to exceed thirty (30) consecutive days in any one (1) year.

B. Employees in the bargaining unit covered by this Agreement, and who have three (3) or more years of continuous service, may be granted a leave of absence without pay for a period not to exceed six (6) months, provided that said leave is for one of the following reasons:

1. The employee is physically incapacitated, in which case a registered physician shall furnish the Employer with a statement confirming that fact; or

2. The employee requests a leave for educational purposes considered to be in the best interest of the Employer.

C. No approved leaves of absence without pay may be applied to extend any paid leave such as vacation leave or holiday leave.

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

**Section 3. Reinstatement from Leave:**

A. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists. Any replacement in the position while the employee is on leave is to be on a temporary basis. If an employee fails to return to work at the expiration of any authorized leave of absence without pay, he shall automatically be considered as having resigned his position.

B. An employee may be returned to work before the scheduled expiration of leave if the employee submits such requests in writing and such request is agreed to by the employer.

C. An approved authorized leave of absence without pay does not constitute a break in continuous service, provided the employee follows the proper procedure for such leaves and returns to active service immediately following the expiration of the approved leave.

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

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

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



procedures.

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

## **ARTICLE 18**

### **HOURS OF WORK/OVERTIME**

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

**Section 2.** The standard work period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours, inclusive of a one-half (1/2) hour lunch period. The work period shall commence with the daylight shift Sunday and conclude on the midnight shift on the second consecutive following Saturday. Each employee in the bargaining unit shall be entitled to two (2) fifteen (15) minute breaks, per shift worked. The breaks cannot be used to extend the employee's daily lunch period. Scheduling of the breaks will take into effect the work load requirements and operational needs of the Employer. If the employee is unable to take his/her break due to workload requirements, there shall be no compensation given for lost break time.

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

**Section 4.** For purposes of the computation of overtime, sick leave, as provided in this Agreement shall not be counted as hours worked. When an employee is required to work overtime in a work period where he has taken sick leave, the employee shall not be eligible for

the premium rate until he has actually worked forty (40) hours in a seven (7) day work period.

**Section 5.** An employee required to work on one of the recognized holidays, as defined in Article 20 of this Agreement, is entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay, in addition to receiving his regular holiday pay. The premium rate of pay shall not be considered in determining an employee's regular rate of pay for the purpose of calculating overtime compensation which may accumulate in such work period.

**Section 6.** Overtime will be distributed as follows:

First to the employees working the shift prior to the overtime opportunity by seniority. If all employees working the shift prior to the overtime opportunity refuse the overtime, and if time permits prior to the assignment, the Employer shall offer the overtime to off-duty employees by seniority. If no volunteers accept the overtime, the Employer may mandate an employee in inverse order of seniority starting from the least senior employee working the shift. Mandated overtime shall rotate based on seniority from least senior to most senior with the least amount of overtime accrued for the monthly schedule. This overtime includes voluntary and mandated overtime. The accrual of overtime will reset at the end of each month. An employee mandated to work may find a replacement for the remainder of the shift.

**Section 7.** When the employer becomes aware that authorized overtime is being accrued during a pay period by an employee, the Employer may offer the employee compensatory time off during the pay period. The compensatory time of shall be equal to the overtime accrued to that point; and in an accordance with the FLSA. The employee may, at his discretion, accept such compensatory time off. Compensatory time may not be carried over to the next year and each employee will be paid for all accrued compensatory time at the end of each calendar year.

However, the employer may not adjust the employee's work schedule without the employee's consent for the purpose of avoiding the payment of overtime.

## **ARTICLE 19 HOLIDAYS**

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

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

**Section 2.** Employees must work their scheduled day before and after the holiday to be entitled to the holiday pay if said employee is scheduled to work the holiday.

**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. Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay, shall not be considered time worked for the purpose of calculating overtime.

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

## ARTICLE 20 VACATIONS

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

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

**Section 2.** No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with

the Employer.

**Section 3.** Vacation time will be computed from the date of hire of each employee.

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

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

**Section 6.** An employee wishing to change their scheduled vacation after the date of the 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, providing all requests are turned in five (5) 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 carry-over 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 with anniversary dates on or after November 1, if they are unable to take their initial vacation leave prior to December 31 or employees with additional anniversary accrual on or after November 1, 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 can be scheduled in eight (8) hour minimum increments.

## **ARTICLE 21**

### **MATERNITY/PATERNITY LEAVE**

**Section 1.** Any employee who becomes pregnant shall, or an employee's wife who becomes pregnant; shall, upon request made to the Employer, be granted leave to absent himself or herself from work for maternity /paternity purposes. Each employee who requests such leave must submit a physician's certificate stating the probable period for which the employee will be unable to perform her duties.

**Section 2.** The employee must utilize any or all accrued sick leave, and at his/her option may utilize vacation leave for maternity/paternity purposes. After accrued sick leave and vacation leave are exhausted, the employee shall be placed on maternity leave of absence without pay, not to exceed six (6) months, for the remainder of the time authorized by her physician.

**Section 3.** At the expiration of six (6) months, additional unpaid personal leave may be granted to the employee upon the approval of the Employer. If the Employer has reason to believe an employee is unable to fulfill usual duties by reason of pregnancy, the Employer may request in writing that said employee may begin sick leave, vacation leave, and/or maternity leave without pay, at the employee's option, at an earlier date than the employee has selected. Should the employee refuse all of the above options, the Employer may place the employee on disability separation. Thirty (30) days after the termination of pregnancy, the employee shall submit a statement from her physician indicating the probable date of return to duty.

## **ARTICLE 22**

### **DISABILITY LEAVE**

#### **Section 1. Disability Leave**

A. When an employee becomes physically unable to perform the duties of his position but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position. Such request shall be in writing, stating the

reason for the request, and shall be accompanied by a physician's statement.

B. The determination as to whether or not a vacancy exists and the approval of such voluntary reduction request shall be within the sole discretion of the Employer and/or appointing authority, based upon the operational need and requirements.

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

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

1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or,

2. Is declared physically incapable of performing the duties of his position by a licensed physician. If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the cost of such examination. Any appointment made to a position vacated by disability separation will be made on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

**Section 4. Reinstatement**

A. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

B. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period up to three (3) years from the date the

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

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

## **ARTICLE 23**

### **ON-DUTY INJURY LEAVE**

**Section 1.** In the event of a service connected injury incurred in the active discharge of duty, the employee shall have the option of taking five (5) days paid leave for a minor injury without filing a workers compensation claim. The employee shall be required to provide a medical statement stating the employee's injury and return date. If the time lost due to the injury is greater than five (5) days, the employee shall be required to file a Workers Compensation claim and shall be compensated under the terms and conditions of the Bureau of Workers Compensation. All rules, regulations, and provisions of workers compensation shall prevail. No other pay and or benefit shall apply.

**Section 2.** To apply for benefits under Section 1 above, written application shall be made to the employer, accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Employer to approve or reject the application and in doing so, he may require an examination by a registered physician of his

selection. Approval of such requests shall not be unreasonably denied.

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

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

## **ARTICLE 24**

### **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 work day 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 which cannot be scheduled during non-working hours
4. If a member of the immediate family residing with the employee is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others
5. Pregnancy and/or childbirth and other conditions related thereto

B. Three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, person standing in loco parentis, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent or grandchild. Funeral leave days must be three (3) consecutive calendar days and include the day of the funeral. Sick leave of five (5) consecutive calendar days may be granted by the employer for funerals more than 500 miles round trip from the employee's home or for unusual circumstances. Where the day of the funeral is on a

day the employee is otherwise not scheduled to work, the consecutive calendar days will be scheduled with the approval of the Appointing Authority.

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

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

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

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

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

**Section 11. Personal Leave:**

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

**Section 12.** Employees are entitled to receive payment for accrued unused sick leave upon separation from employment due to death, retirement, or resignation. To calculate the amount of payment will be according to the following schedule and at the employee's regular hourly rate of pay at the time of payment.

0-1499 hours of sick leave	one-quarter of all hours up to 960 hours
1500-1800 hours of sick leave	thirty (30) days
1801-2000 hours of sick leave	forty-five (45) days
2001 or more hours of sick leave	sixty (60) days

**Section 13. Sick Leave Bonus.** Effective December 1, 1996, the following sick leave bonus will be paid to bargaining unit members, who have:

Taken no more than eight (8) hours of sick leave in a year: \$600.00

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

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

**Section 14.** Employees with at least four hundred (400) sick time hours may donate up to forty (40) hours to another bargaining unit member on extended sick leave or is on Family and Medical Leave (FMLA). The donation of sick leave time must be signed and in writing from

the donor to the Employer.

## **ARTICLE 25**

### **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 summoned 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 26**

### **COURT TIME**

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

## **ARTICLE 27**

### **CALL-IN PAY**

**Section 1.** If an employee is called into work, the employee will receive three (3) hours call-in pay, and will be paid time and one-half (1-1/2) for all hours worked in a call-in status.

**ARTICLE 28  
HOSPITALIZATION**

**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 pay ninety percent (90%) of the premium for the primary plan (basic health insurance) for full-time employees. The employee shall pay the remainder of premium.

**ARTICLE 29 WAGES / LONGEVITY**

**Clerks**

<u>1/1/2019</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$17.85	\$18.86	\$19.77	\$21.19
Bi-Weekly	\$1,428.00	\$1,509.80	\$1,581.60	\$1,695.20
Annual	\$37,142.89	\$39,231.89	\$41,114.29	\$44,075.61
<u>1/1/2020</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$17.85	\$18.86	\$19.77	\$21.19
Bi-Weekly	\$1,428.00	\$1,509.80	\$1,581.60	\$1,695.20
Annual	\$37,142.89	\$39,231.89	\$41,114.29	\$44,075.61
<u>1/1/2021</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$17.85	\$18.86	\$19.77	\$21.19
Bi-Weekly	\$1,428.00	\$1,509.80	\$1,581.60	\$1,695.20
Annual	\$37,142.89	\$39,231.89	\$41,114.29	\$44,075.61

**Mechanics**

<u>1/1/2019</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$21.09	\$22.29	\$23.37	\$25.04
Bi-Weekly	\$1,687.20	\$1,783.20	\$1,869.60	\$2003.20
Annual	\$43869.01	\$46,371.22	\$48,597.96	\$52,087.27

<u>1/1/2020</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$21.09	\$22.29	\$23.37	\$25.04
Bi-Weekly	\$1,687.20	\$1,783.20	\$1,869.60	\$2003.20
Annual	\$43869.01	\$46,371.22	\$48,597.96	\$52,087.27
<u>1/1/2021</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$21.09	\$22.29	\$23.37	\$25.04
Bi-Weekly	\$1,687.20	\$1,783.20	\$1,869.60	\$2003.20
Annual	\$43869.01	\$46,371.22	\$48,597.96	\$52,087.27

### Cooks

<u>1/1/2019</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$16.87	\$17.65	\$18.34	\$19.49
Bi-Weekly	\$1,349.60	\$1,412.00	\$1,467.20	\$1,559.20
Annual	\$35,076.85	\$36,706.73	\$38,152.96	\$40,540.35
<u>1/1/2020</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$16.87	\$17.65	\$18.34	\$19.49
Bi-Weekly	\$1,349.60	\$1,412.00	\$1,467.20	\$1,559.20
Annual	\$35,076.85	\$36,706.73	\$38,152.96	\$40,540.35
<u>1/1/2021</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Hourly	\$16.87	\$17.65	\$18.34	\$19.49
Bi-Weekly	\$1,349.60	\$1,412.00	\$1,467.20	\$1,559.20
Annual	\$35,076.85	\$36,706.73	\$38,152.96	\$40,540.35

### 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	\$1664.00	(\$.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)

B. Employees covered under this Agreement, who receive longevity pay and longevity pay is less than the amount the employee received in 2001 shall have the difference made up by the Employer for the length of the contract. This will be based on the above table.

Longevity earned in 2001 was as follows:

5 through 9 years	2% of salary
10 through 14 years	3% of salary
15 ears and up	4% of salary

C. Longevity will be paid to the employees in a separate check on or about December of each year.

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

## ARTICLE 30

### UNIFORM ALLOWANCE

**Section 1.** All newly hired full time maintenance employees who are required to wear uniforms shall be issued an initial issue of clothing at no cost to the employee. All items shall be as determined by the Employer.

**Section 2.** All full time maintenance employees covered by this Agreement, who need uniforms replaced because of debilitations, shall have said item replaced by the Employer.

**Section 3.** All full time maintenance employees covered by this Agreement, who have clothing and/ or equipment damaged or otherwise debilitated in the performance of their duty, as determined by the Employer, shall have said items paid for by the criminal defendants responsible, with the assistance of the Employer.

**Section 4.** All full-time maintenance employees will produce a full uniform when so demanded by the Employer.

**Section 5.** All items shall be of the type and construction approved by the Sheriff.

**Section 6.** All full-time cooks shall, upon signing of this agreement, be issued one (1) pair of shoes, three (3) smocks and two (2) pair of pants. New cooks shall be provided the same clothing upon their hire.

**Section 7.** Cooks who need uniform items, as stated in Section 6, replaced because of debilitations, shall have said items replaced by the Employer.

**Section 8.** All full-time cooks covered by this Agreement, who have clothing and/or equipment damaged or otherwise debilitated in the performance of their duty, as determined by the Employer, shall have said items paid for by the criminal defendants responsible, with the assistance of the Employer.

**Section 9.** All full-time cooks will produce a full uniform when so demanded by the Employer.

**Section 10.** This article does not apply to secretaries and clerical employees of this bargaining unit.

## **ARTICLE 31 NIGHT TOWING**

**Section 1.** The Employer agrees to maintain the current procedure for the towing of vehicles, which may have been the result of a police matter. This procedure will be continued for the duration of this agreement.

## **ARTICLE 32 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**

### **FAMILY AND MEDICAL LEAVE**

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

**Section 2.** For this article, immediate family is defined to include the following:

- 1. Spouse
- 2. Child, including Stepchild

### 3. Parent

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

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

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

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

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

## **ARTICLE 34**

### **DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be effective and retroactive to January 1, 2019, and shall remain in full force and effect until December 31, 2021.

**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 certified 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.


Civil/Maint/Kitchen

**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.

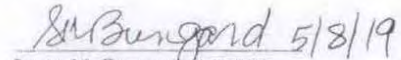
**SIGNATURE PAGE**

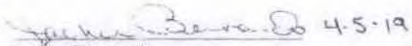
Entered into and signed this 14 day of May, 2016-2019

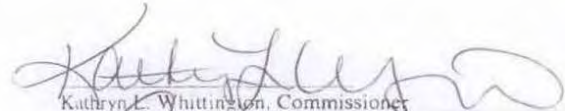
**FOR ASHTABULA COUNTY:**

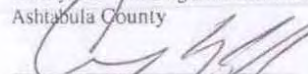
  
Sheriff William R. Joffason

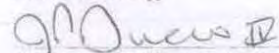
**FOR OPBA:**

  
Susan M. Bungard, Attorney

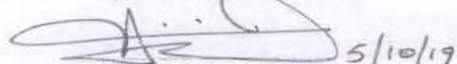
  
Jackie Bernardo  
Bargaining Committee Member

  
Kathryn L. Whittington, Commissioner  
Ashtabula County

  
Casey Kozlowski, Commissioner  
Ashtabula County

  
J.P. Dugan, IV, Commissioner  
Ashtabula County

**Approved as to form:**

  
Nicholas A. Iarocci  
Ashtabula County Prosecutor