



01/17/2023
0065-04
22-MED-10-1097
42764

AN AGREEMENT

Between

THE ASHLAND COUNTY SHERIFF

and

THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(Communication Officers)

EFFECTIVE: JANUARY 1, 2023
EXPIRES: DECEMBER 31, 2025

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
ARTICLE I	PREAMBLE	1
ARTICLE II	PURPOSE AND INTENT	1
ARTICLE III	RECOGNITION	1
ARTICLE IV	MANAGEMENT RIGHTS	1
ARTICLE V	NO-STRIKE/NO LOCK OUT	2
ARTICLE VI	NON-DISCRIMINATION	2
ARTICLE VII	DUES DEDUCTIONS	3
ARTICLE VIII	PROBATIONARY PERIOD.....	3
ARTICLE IX	EMPLOYEE RIGHTS.....	4
ARTICLE X	UNION REPRESENTATION.....	5
ARTICLE XI	SICK LEAVE	5
ARTICLE XII	VACATIONS	6
ARTICLE XIII	HOLIDAYS	7
ARTICLE XIV	JURY DUTY LEAVE	8
ARTICLE XV	FUNERAL LEAVE	8
ARTICLE XVI	INJURY LEAVE	9
ARTICLE XVII	HOURS OF WORK AND OVERTIME	9
ARTICLE XVIII	SICK LEAVE BONUS.....	10
ARTICLE XIX	SHIFT DIFFERENTIAL	11
ARTICLE XX	UNIFORM ALLOWANCE.....	11
ARTICLE XXI	INSURANCE.....	11
ARTICLE XXII	LONGEVITY	12
ARTICLE XXIII	RATES OF PAY	12
ARTICLE XXIV	SENIORITY	13
ARTICLE XXV	LAY-OFF AND RECALL	14
ARTICLE XXVI	MEAL AND REST PERIODS	15
ARTICLE XXVII	STANDARD OPERATING PROCEDURES	15
ARTICLE XXVIII	LABOR/MANAGEMENT MEETINGS.....	15
ARTICLE XXIX	EDUCATIONAL AND OTHER PAYS.....	16
ARTICLE XXX	EDUCATION AND TRAINING	17
ARTICLE XXXI	MILITARY LEAVE OF ABSENCE	17

ARTICLE XXXII	PERFORMANCE EVALUATIONS.....	17
ARTICLE XXXIII	MISCELLANEOUS	18
ARTICLE XXXIV	SUBSTANCE TESTING AND ASSISTANCE.....	18
ARTICLE XXXV	VACANCIES, PROMOTIONS AND ASSIGNMENTS	19
ARTICLE XXXVI	OBLIGATION TO NEGOTIATE.....	20
ARTICLE XXXVII	TOTAL AGREEMENT.....	20
ARTICLE XXXVIII	CONFORMITY TO LAW.....	20
ARTICLE XXXIX	DISCIPLINARY PROCEDURE.....	21
ARTICLE XL	GRIEVANCE PROCEDURE.....	23
ARTICLE XLI	ARBITRATION PROCEDURE.....	26
ARTICLE XLII	FAMILY MEDICAL LEAVE.....	27
ARTICLE XVIII	SICK LEAVE DONATION	27
ARTICLE XLIV	DURATION.....	29
	NOTICE OF DISCIPLINARY ACTION.....	30
	APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION.....	31
	EMPLOYEE RIGHTS.....	32

ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Ashland County Sheriff, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union".

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the County of Ashland, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussions as well as other means.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees, employed in the Sheriff's Department and that have been certified by the State Employment Relations Board consisting of Communication Officers.

3.02 All positions, classifications and employees of the Employer not specifically established herein as being included in the bargaining units, shall be excluded from the bargaining units. Said recognition shall continue for a term as provided by ORC 4117.

ARTICLE IV

MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire, discharge, transfer, suspend and discipline employees;
- 2) determine the number of persons required to be employed, or laid off;
- 3) determine the qualifications of employees;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;

- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment, or both;
- 10) determine work standards and the quality and quantity of work to be produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work;
- 14) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically, abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE V NO-STRIKE/NO LOCK OUT

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage or participate, either directly or indirectly, in any strike, slowdown, walkout, workstoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, workstoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

5.04 During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 1 of this Article.

ARTICLE VI NON-DISCRIMINATION

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.

6.02 The Union expressly agrees that membership in the Union is at the option of the employee.

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

ARTICLE VII DUES DEDUCTIONS

7.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction or fair share fee authorization forms permitting said deductions.

7.02 The initiation fees, dues, fair share fees or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

7.03 The Employer shall deduct dues, fair share fees, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

7.04 A check in the amount of the total dues, assessments and fees withheld from employee's pay shall be tendered, within thirty (30) days from the date of making said deductions, to the Ohio Patrolmen's Benevolent Association.

7.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VIII PROBATIONARY PERIOD

8.01 All newly hired employees will be required to serve a probationary period of one (1) year. The probationary period shall be extended by one (1) day for each sick leave day or unpaid leave day taken by a probationary employee, except for regularly scheduled days off. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Review Board or Commission. Employees, while on probation, will not be permitted to participate in any specialty assignments or on specialty teams.

8.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Review Board or Commission.

8.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above.

8.04 Probationary employees are not eligible for personal days or educational allowances as set forth in this Agreement.

ARTICLE IX EMPLOYEE RIGHTS

9.01 An employee has the right to the presence and advice of a Union representative and/or an attorney at all disciplinary hearings. An employee to be questioned in an investigation will first be informed of the nature of the investigation and of his rights to representation if it is a disciplinary matter and his right to non-incrimination if it is a criminal matter.

9.02 An employee will be informed of the nature of any investigation of himself prior to any questioning.

9.03 Before an employee may be charged with any violation of the written Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis for disciplinary action.

9.04 An employee may request an opportunity to review his personnel file during normal hours. He may add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file, along with an Employer representative. A request for copies, at the employee's cost, of items included in the file shall be honored. All items in an employee's file, with regard to complaints and investigations, will be clearly marked with respect to final disposition.

9.05 All complaints by civilians shall be reduced to writing by the shift supervisor receiving such complaint. Should the complaint be resolved by the shift supervisor, it shall be so noted on the complaint.

In the event a citizen complaint shall result in formal disciplinary action against an employee, said employee shall, upon written request, be given a copy of the complaint and the name of the complainant.

9.06 Records of documented verbal warning placed in an employee's personnel file shall not be considered in future disciplinary proceedings after a period of twelve (12) months providing there is no intervening discipline during the twelve (12) month period. Records of written reprimands shall not be considered in future disciplinary actions after a period of twenty-four (24) months, providing the employee receives no additional disciplinary actions during the twenty-four (24) month period.

9.07 In any case in which an action of record has been disaffirmed, the employee's personnel file shall reflect such findings.

ARTICLE X

UNION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the Union to act in the capacity of a representative with the Employer. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain prior approval from the officer in charge of the shift. The employee shall suffer no loss in pay for time spent in the good faith processing of grievances, and at any meetings at which the Employer and/or employee requests a representative to be present.

10.02 Not more than two (2) members of the negotiating committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours, without loss of pay, and subject to call to performance of duties.

10.03 The Employer agrees that the Union Representative, or his designee, shall be permitted to use paid vacation, personal days, holidays, compensatory time, or trade time with another employee, for the purpose of attending Union meetings. To the extent that the operational needs of the Employer will not be disrupted, scheduling adjustments may also be made to accommodate the representative or his designee. However, any scheduling adjustments which are made shall not result in payment of overtime, shift differential or any other compensation beyond that which the employee would have normally received for that period.

ARTICLE XI

SICK LEAVE

11.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; and/or 4) illness or injury to a parent not living with the employee, who requires assistance due to such illness or injury.

11.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

11.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefor at least one (1) hour before the start of his work shift each day he is to be absent.

11.04 Sick leave may be used in segments of not less than thirty (30) minutes.

11.05 Before an absence may be charged against accumulated sick leave, the Sheriff may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than three (3) consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Sheriff.

The Sheriff may require an employee who has been absent due to personal illness or injury, prior to and as a condition of return to duty, to be examined by a physician designated and paid by the Employer. This is to establish that the employee is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

11.06 If the employee fails to submit adequate proof of illness, injury or death in the family or in the event that upon such proof as is submitted or upon the request of medical examination, the Sheriff, finds there is not satisfactory evidence of illness or death in the family sufficient to justify the employee's absence, such leave may, be considered an authorized leave and shall be without pay.

11.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

11.08 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step-children, parents, and step-parents.

11.09 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Sheriff, but not to exceed five hundred twenty (520) hours. The cash payment shall be increased to 570 hours under the conditions stated in this Section.

11.10 The parties are subject to the attached Sick Leave Donation Policy which is incorporated into this Section by reference.

ARTICLE XII VACATIONS

12.01 Each employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Weeks</u>
After one (1) year	Two (2)
After eight (8) years	Three (3)
After twelve (12) years	Four (4)
After twenty (20) years	Five (5)

12.02 Vacation time shall be taken at a time approved by the Sheriff or his designate.

12.03 Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

12.04 Any employee who resigns, is terminated, retires, or is separated from employment by the Employer because of a reduction in force will receive pay for their unused and accrued vacation time. In the case of resignation, they shall give two (2) weeks notice in writing to the Sheriff to be eligible for such payment.

12.05 Vacation time shall not be carried over from one (1) year to another without the express written authorization of the Sheriff.

ARTICLE XIII HOLIDAYS

13.01 All full-time employees shall receive the following paid holidays:

New Year's Day	President's Day
Martin Luther King Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day
Day after Thanksgiving	Juneteenth Day

Any Holiday declared by the President of the United States and/or the Governor of the State of Ohio during the term of this Agreement shall be recognized as a contractual Holiday.

In order to be eligible for holiday pay under this Article, the employee must actually work the day before the holiday, the holiday, if scheduled, and the day after the holiday or be in an approved paid leave status, other than sick leave, each of those days. Any employee who is on sick leave the day before the holiday, the holiday if scheduled, or the day after the holiday will be ineligible for that specific holiday pay under this Section.

13.02 All full-time employees shall receive as compensation for the above holidays, an amount of ninety six (96) hours regular pay by separate check on the first Friday in December of each year, subject to the conditions set forth in Section 13.01.

13.03 All holidays will be observed on the date that they actually occur on for overtime as set forth in Section 13.05.

13.04 If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

13.05 An employee shall be paid at time and one-half for all hours worked on the above listed holidays except the Day after thanksgiving Day (which is not a premium eligible holiday). In the event an employee actually works twelve (12) hours on a listed holiday, he shall receive an additional two (2) hours at straight time. If an employee works sixteen (16) hours on a listed holiday, he shall receive an additional four hours at straight time. (These are additional holiday premium pays.) Employees may, at their discretion, elect the half-time hours or additional holiday premium pay to be paid or placed in the compensatory time bank (e.g., employee who

works eight (8) hours on a holiday may elect four (4) hours of half-time to be placed in the compensatory time bank. Employee who works twelve (12) hours on a holiday may elect six (6) hours of half-time and two (2) hours of additional premium pay to be placed in their compensatory time bank. Employee who works sixteen (16) hours on a holiday may elect eight (8) hours of half-time and four (4) hours of additional premium pay to be placed in their compensatory time bank).

13.06 In addition to the above mentioned holidays, each non-probationary employee in the bargaining unit shall be entitled to three (3) personal days off with pay. Personal days off must be utilized in eight hour increments. Probationary employees are not entitled to personal days off. Employees who complete their probationary period after July 1 of any year, shall be entitled to one (1) personal day. The parties agree that said additional day off with pay shall be scheduled by the employer upon receiving written request from the employee. Such requests shall not be unreasonably denied. If more employees request the same day off than what the schedule permits, determination of who receives the day off will be made on the basis of the employees' seniority. Compensation for the personal holidays shall be at straight time and the employee shall be scheduled off for that day. Any employee who has not requested their personal holiday off prior to the last scheduled pay period of each agreement year shall forfeit such holidays. Said scheduling will be based upon the operational needs of the Department. If the Employer is unable to schedule personal days off because of operational needs the employee shall receive compensation for such days at straight time.

ARTICLE XIV JURY DUTY LEAVE

14.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in pay. Any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, shall be surrendered to the Employer.

ARTICLE XV FUNERAL LEAVE

15.01 Upon the death of a member of his immediately family, an employee shall be granted up to a maximum of four (4) days of funeral leave at his regular rate of pay to attend the funeral of such family member.

For the purpose of this Section, "immediate family" shall include: spouse or significant other ("significant other" as used in this Article, is defined to mean one who is a member of the opposite sex and stands in place of a spouse and who resides with the employees), child, step-child, grandchild, parent, grandparent, step-parent, brother, sister, father or mother-in-law, brother or sister-in-law, or legal guardian.

The Employer may grant vacation, sick leave or personal leave to extend the funeral leave. The leave and the extension may be subject to verification. Additionally, anytime the employee is required to travel one hundred fifty (150) miles or more to attend the funeral of any immediate or extended family member referenced in this Article, the employee shall be permitted to utilize any type of accrued paid leave, other than sick leave, to extend his or her funeral leave by at least one additional day beyond the number of days otherwise permitted.

Upon the death of a member of his extended family, an employee shall be granted up to a maximum of two (2) days of funeral leave at his regular rate of pay to attend the funeral of such extended family member.

For the purpose of this Section, extended family shall include only the employee's and spouse's aunt or uncle, great-grandparent, niece, nephew or cousins.

ARTICLE XVI INJURY LEAVE

16.01 When an employee is injured in the line of duty while actually working for the Employer, necessitating his absence from work for more than five (5) work days, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he received benefits under this Article. In the event Worker's Compensation pays benefits to the employee and/or Employer, the employee's sick leave for the first five (5) days shall be restored to the amount of compensation paid for those days.

16.02 If at the end of this ninety (90) day period, the employee is still disabled, the leave may, at the Employer's discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

16.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

ARTICLE XVII HOURS OF WORK AND OVERTIME

17.01 This Article is intended to define the hours of work per day and hours of work per week in effect at the time of execution of this Agreement. 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. For purposes of this Article all paid leave shall be construed as hours actually worked.

A work week shall normally consist of five (5) work days of eight (8) hours followed by two (2) consecutive days off.

When an employee is required to work in excess of forty (40) hours within a work week, when approved by the Sheriff, he shall be paid overtime pay at one and one-half (1½) times his regular hourly rate of pay. For purposes of this Section, sick leave shall not count as time worked for purposes of determining eligibility for overtime. Vacation time, holidays and compensatory time shall count as hours worked in computing overtime.

17.02 "Call-in" occurs when a Supervisor specifically requests an employee to return to work after completion of his regular schedule, but before he is scheduled to return to work.

When an employee is called in, he shall be paid for each hour worked, with a one and one-half (1½) hour minimum. This section also applies to approved meetings with prosecutors, assistant prosecutors and/or Law Directors. If applicable, the employee shall be paid at the employee's overtime rate of pay for the time worked.

For each job related court appearance, while off duty, the employee shall be paid for each hour in court, with a two (2) hour minimum. If applicable, the employee shall be paid at the overtime hourly rate.

17.03 An employee's work schedule shall not be modified for the sole purpose of avoiding overtime payments.

17.04 All overtime work shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1 1/2) times the employee's regular hourly rate or (b) compensatory time computed at the same rate which may be accumulated to a maximum of two hundred (200) hours to be taken off in the future as approved. Employees who have accumulated the maximum number of hours of compensatory time shall not be allowed to accrue anymore compensatory time and shall be compensated in the form of pay for all overtime worked at the rate specified in this Section until such time as the employee has less than the maximum number of hours of compensatory time.

17.05 Employees may be hired by various organizations of the community, with the advance approval of the Sheriff, to work special assignments. Payment for said services shall be made by the hiring party at a rate negotiated by the employee.

The Employer shall rotate such work opportunities among qualified full-time employees, and shall maintain a seniority list of employees eligible for such work and an updated total hours worked and hours refused by each employee. The Employer will normally delegate the approval and record keeping of this Section to the Union in conjunction with the Sheriff.

An employee who refuses a special work assignment shall be credited with the amount of time refused. Refusal of sick work opportunities must be made by the affected employee or the employee's spouse. Any violation of an equal opportunity to work assignments under this Section shall be corrected at the next work opportunity.

The parties agree that any extra duty - special duty performed by a bargaining unit member under this Section shall not be considered as overtime. This Section does not apply to other part-time "non-police type" employment an employee may work during his off-duty hours. This Section 5 of this Article shall not be subject to the grievance procedure.

ARTICLE XVIII SICK LEAVE BONUS

18.01 Employees shall receive one day off with pay for each calendar quarter (three month) period which no sick leave is utilized. Calendar three month period shall be defined as January - March; April - June; July - September; October - December. Employees may earn a total of four (4) days off with pay annually under this Section. Days off under this Section shall be treated as personal leave for scheduling purposes.

ARTICLE XIX

SHIFT DIFFERENTIAL

19.01 During the term of this Agreement, employees, excluding Detective, required to work the afternoon or midnight shift will be compensated, in addition to their regular pay, at the rate as follows:

AFTERNOON
\$0.65 per hour

MIDNIGHT
\$0.75 per hour

ARTICLE XX

UNIFORM ALLOWANCE

20.01 All full-time communication officers shall receive the following uniform allowances and for maintenance of required uniforms which must be worn while on duty:

2023 - 2025 - \$400.00

20.02 Bargaining unit employees shall be subject to the Uniform Policy attached to this Agreement.

20.03 Any employee who is separated from service with the Employer for any reason prior to the end of a calendar year shall reimburse the Employer a pro-rata amount of uniform allowance starting with the month following separation.

ARTICLE XXI

INSURANCE

21.01 The Employer will provide and pay the full premium for all full-time employees for professional liability insurance, including false arrest insurance, currently in effect if available at reasonable cost.

21.02 Employees shall continue to pay the employee portion of premiums toward health care as set forth in this Article. The Employer reserves the right to change benefits or insurers providing the benefits are the same as other county employees. The Employer will provide a \$10,000 term life insurance policy for each employee. The Employer will also provide a prescription card program, a Health Care Reimbursement Account Option, and a Dependent Care Reimbursement Account Option if available and consistent with other County employees.

All employees shall be subject to a mandatory mail order process for maintenance drugs. An exception to the mandatory mail order or maintenance drugs will be made only in the event the employee can prove and establish normal pharmacy filled 30-days prescription are more economical over a ninety (90) day period.

The Employer may enter into wellness, incentive and other cost containment agreements with insurance providers at any time during the life of this Agreement. The Union and bargaining unit employees agree to participate in any educational program offered for this purpose, and further agree to comply with any and all policy/plan requirements of the provider/administrator. In addition to the wellness program, the Employer may offer other

incentive programs or other programs to promote health of employees and address health insurance costs.

21.03 Effective January 1, 2023 and for the duration of this Agreement, all employees shall pay the same monthly premiums for hospitalization insurance as other County employees. Employees and their spouses who participate in the Wellness Program will receive the same discounts and pay the same amount of monthly premiums as other County employees.

ARTICLE XXII LONGEVITY

22.01 All employees will be awarded longevity payments at the rate of One Hundred Dollars (\$100.00) for each year of service, commencing on the employee's fifth (5th) anniversary date of full-time service, up to the maximum of the schedule listed below.

Such payment will be divided by twenty-six (26) and paid in the employee's bi-weekly paycheck. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity schedule.

5 th Anniversary	\$ 600.00	18 th Anniversary	\$ 1,900.00
6 th Anniversary	700.00	19 th Anniversary	2,000.00
7 th Anniversary	800.00	20 th Anniversary	2,100.00
8 th Anniversary	900.00	21 st Anniversary	2,200.00
9 th Anniversary	1,000.00	22 nd Anniversary	2,300.00
10 th Anniversary	1,100.00	23 rd Anniversary	2,400.00
11 th Anniversary	1,200.00	24 th Anniversary	2,500.00
12 th Anniversary	1,300.00	25 th Anniversary	2,600.00
13 th Anniversary	1,400.00	26 th Anniversary	2,700.00
14 th Anniversary	1,500.00	27 th Anniversary	2,800.00
15 th Anniversary	1,600.00	28 th Anniversary	2,900.00
16 th Anniversary	1,700.00	29 th Anniversary	3,000.00
17 th Anniversary	1,800.00	30 th Anniversary	3,100.00

ARTICLE XXIII RATES OF PAY

23.01 Effective January 1, 2023, all employees shall receive wages in accordance with the following pay schedule:

<u>POSITION</u>	<u>ANNUAL WAGES</u>
Communication Officer-Probationary	\$39,587.00 (\$19.03 hourly)
Communication Officer III	\$41,039.00 (\$19.73 hourly)
Communication Officer II	\$42,548.00 (\$20.46 hourly)
Communication Officer I	\$44,193.00 (\$21.25 hourly)
Lead Dispatcher	\$46,654.00 (\$22.43 hourly)

23.02 Effective January 1, 2024, all employees shall receive wages in accordance with the following pay schedule:

<u>POSITION</u>	<u>ANNUAL WAGES</u>
Communication Officer-Probationary	\$42,252.00 (\$20.31 hourly)
Communication Officer III	\$43,762.00 (\$21.04 hourly)
Communication Officer II	\$45,332.00 (\$21.79 hourly)
Communication Officer I	\$47,042.00 (\$22.62 hourly)
Lead Dispatcher	\$49,602.00 (\$23.85 hourly)

23.03 Effective January 1, 2025, all employees shall receive wages in accordance with the following pay schedule:

<u>POSITION</u>	<u>ANNUAL WAGES</u>
Communication Officer-Probationary	\$43,520.00 (\$20.92 hourly)
Communication Officer III	\$45,075.00 (\$21.67 hourly)
Communication Officer II	\$46,692.00 (\$22.45 hourly)
Communication Officer I	\$48,453.00 (\$23.30 hourly)
Lead Dispatcher	\$51,090.00 (\$24.56 hourly)

23.04 The wage amounts listed in 23.01-23.05 for Lead Dispatcher shall constitute the minimum but may be increased based upon job duties/responsibilities by the Employer after meeting and conferring with the Union as to the appropriate wage rate.

ARTICLE XXIV SENIORITY

24.01 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period will be added to his total length of continuous service.

24.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

- a. He resigns;
- b. He is discharged for just cause;
- c. He is laid-off for a period exceeding eighteen (18) months;
- d. He retires, or
- e. He refuses a recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice by certified mail to the employee's last official address as shown on the Employer's records.

24.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

24.04 Employer approved leaves of absence shall not terminate seniority, but shall be deducted from the employee's total seniority, from last date of hire.

ARTICLE XXV

LAY-OFF AND RECALL

25.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth, below.

25.02 Employees within the affected ranks shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, part-time, seasonal and probationary employees within the effected rank within the effected department, are laid off first

25.03 Employee(s) who are laid off from one classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated classification within the Department.

25.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated classification pursuant to the provisions stated above.

25.05 In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position classification and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

25.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

25.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

25.08 Employees scheduled for lay-off shall be given a minimum of seven (7) days advance notice of lay-off.

25.09 The parties incorporate the letter of understanding regarding layoffs as part of this Agreement.

ARTICLE XXVI

MEAL AND REST PERIODS

26.01 Each employee of the Employer shall be entitled during their normal work shift to a thirty (30) minute meal period which shall commence when the employee signs-off the air by radio.

26.02 Employees shall be permitted reasonable rest periods during their shifts, *as long as* such rest period does not abut the employee's starting, quitting or meal time.

26.03 It is understood and agreed because of the nature of the work at the Ashland County Sheriff's Department, employees may be required during emergency situations, which require immediate response, to have their breaks or meal periods interrupted.

ARTICLE XXVII

STANDARD OPERATING PROCEDURES

27.01 All work rules, general orders, and like matters shall hence forth be known *as* the Standard Operating Procedures.

27.02 The Department agrees that, to the extent possible, the Standard Operating Procedures shall be reduced to writing and provided to all covered members in advance of their enforcement. The Employer agrees that as of the date of the execution of this Agreement, any rules and regulations, policies or procedures and work rules, issued by the Employer which conflict with any of the provisions contained herein, shall no longer have any force and effect.

27.03 The Standard Operating Procedures shall not be applied in a discriminatory manner.

27.04 All new directives to SOP's and new (non-existent) SOP's shall be supplied to the Union ten (10) days prior to implementation.

ARTICLE XXVIII

LABOR/MANAGEMENT MEETINGS

28.01 In the interest of sound labor/management relations, unless mutually agreed otherwise, the parties agree to meet a maximum of two (2) times annually, on a mutually agreeable day and time. The Sheriff and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

28.02 An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- a. Discuss the administration of this Agreement;
- b. Notify the Union of changes made by the Sheriff which affect bargaining unit members of the Union;

- c. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- d. Disseminate general information of interest to the parties;
- e. Discuss ways to increase productivity and improve efficiency;
- f. To consider and discuss health and safety matters relating to employees; and
- g. To consider recommendation for changes from the Union in the Standard Operating Procedure, Rules & Regulations.

28.03 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

28.04 Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

28.05 Any qualified bargaining unit employee who is assigned as a trainer ("full-time non-probationary training dispatcher") and is assigned and is actually physically training a new full-time probationary Communications Officer or a part-time Dispatcher, shall receive an additional one dollar (\$1.00) per hour as training pay. Such training dispatcher shall complete all paperwork and checklists as required by the Employer. The new dispatcher ("trainee") must be actually training and not observing or reading manuals in order to receive the one dollar (\$1.00) training pay. A training dispatcher will receive fifty cents (\$.50) per hour for training new dispatchers during the trainee's observation period/manual review. Further, any "in-service" or other training required of all dispatchers at outside entities shall not be eligible for the training compensation under this provision.

ARTICLE XXIX

EDUCATIONAL AND OTHER PAYS

29.01 Any non-probationary employee who has received an Associate Degree in Law Enforcement, shall receive additional pay in the amount of Two Hundred Dollars (\$200.00) annually. Probationary employees are ineligible for this pay.

29.02 Any non-probationary employee who has received a Bachelor's Degree in Law Enforcement or related fields from an accredited college, and as approved by the Sheriff, shall receive additional pay in the amount of Four Hundred Dollars (\$400.00) annually. Probationary employees are ineligible for this pay.

29.03 Payment pursuant to Sections 29.01 and 29.02 of this Article shall be paid on the first pay period in December of each year. The employee will receive the listed pay for their highest degree attained.

ARTICLE XXX

EDUCATION AND TRAINING

30.01 Any employee who has enrolled in a Law Enforcement course, shows proof of such enrollment, and has scheduled said course so as not to interfere with his working hours shall not have his working hours changed for the sole purpose of preventing him from attending classes unless there is an emergency declared in the County.

30.02 Any employee may request to attend in-service law enforcement training offered by various agencies, in order to further advance his career. A listing of courses shall be made available to the employees by the Employer. Every effort shall be made by the Employer to grant such requests taking scheduling and the budget into consideration.

30.03 The Employer will compensate employees as appropriate for training which the Employer requires employees to take on off-duty time and to furnish necessary books, materials, tuition, and other necessary expenses.

30.04 When such mandatory training requires overnight absence from Ashland County, only that portion of training which is received on off-duty days shall be subject to overtime provisions.

30.05 Travel time and other non-training time are not subject to overtime, but meals, lodging, and other reasonable expenses shall be paid in accordance with the established Department Policy.

ARTICLE XXXI

MILITARY LEAVE OF ABSENCE

31.01 All employees who are members of the Ohio National Guard, the Ohio State Guard, the Ohio Naval Militia, or other reserve components or the Armed Forces of the United States shall be entitled to leave of absence from their respective duties for such times as they are in such military service on field training or active duty for periods not exceeding one hundred seventy six (176) hours in any calendar year in accordance with state law.

ARTICLE XXXII

PERFORMANCE EVALUATIONS

32.01 The Employer shall evaluate all bargaining unit employees from January 15th through February 28th each year. A bargaining unit member's signature on any inspection card or performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read it; it shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The bargaining unit member shall be the last person to sign an inspection card or evaluation and no evaluative comments may be made on record copies thereafter. The bargaining unit member shall receive a copy of the inspection card or evaluation in its final form when he signs it.

Performance evaluation shall not be applied in a discriminatory manner.

32.02 Should a bargaining unit member disagree with or feel that information contained in a performance evaluation requires explanation, he may prepare such, in writing, and have it attached to the performance evaluation within fifteen (15) days of being provided the copy. Such

explanation shall contain no defamatory information about any person. The performance evaluation and any written explanation by the employee shall be maintained in the personnel files.

ARTICLE XXXIII MISCELLANEOUS

33.01 In any instance where the Employer requires an employee to submit to a medical examination, the Employer shall pay the cost of the examination.

33.02 The Union will be allowed board space for additional Union notices. The bulletin board will be located in the employee's locker room of the Sheriff's Department.

33.03 The Employer agrees to permit the Union to provide a ballot box and/or suggestion box for Union business in the locker Room at the Sheriff's Department.

33.04 Employees may request approval for private, part-time employment from the Sheriff. Such approval shall be at the discretion of the Sheriff, provided that such approval or disapproval shall not be made in an arbitrary or capricious manner.

ARTICLE XXXIV SUBSTANCE TESTING AND ASSISTANCE

34.01 Drug and alcohol screening/testing shall be conducted at times of pre-employment, annual physical, and upon reasonable suspicion. Drug and alcohol screening may also be conducted on a random basis as determined by the Employer. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

34.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

34.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests.

34.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave and personal days for the

period of the program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

34.05 If the employee refused to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

34.06 No alcohol or drug testing shall be conducted without the authorization of the Sheriff. If the Sheriff so orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action.

34.07 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE XXXV VACANCIES, PROMOTIONS AND ASSIGNMENTS

35.01 Whenever the Employer determines a job vacancy, including a promotion, exists in any bargaining unit which he desires to fill, a notice of such opening, stating the job classification, job description, qualifications, and rate of pay, shall be posted on the bulletin board for seven (7) calendar days. During this period, anyone wishing to apply for the open position shall submit a written application to the Sheriff. The Sheriff shall not be obligated to consider any applications submitted after the posting period.

35.02 A vacancy is defined as a job opening as a result of a transfer, resignation, discharge, termination of employment, a new created position, or an increase in the number of jobs available in an existing classification. Whenever the Employer determines it necessary to fill such vacancies, the vacancy shall be posted in accordance with this Article. A promotion shall be defined as an increase in rank, authority, and pay.

35.03 All timely-filed applications shall be reviewed and the position shall be awarded to the most qualified applicant, with first consideration given to qualified in-house applicants. If two (2) or more applicants have equal qualifications, the position shall be awarded to the employee applicant with the greatest seniority. The Employer maintains the right to determine who is best qualified using the criteria of skill, ability, training, experience and knowledge. However, the Union may contest through the grievance procedure such choice of candidates. The Union shall

bear the burden of proving that a candidate not receiving an appointment is the best qualified. All employees who receive a transfer under this provision shall serve a six (6) month probationary period. In the event the employee does not successfully complete the probationary period, he shall be returned to his previous position without loss of seniority.

35.04 The Sheriff determines all transfers and assignments. A transfer occurs when the Sheriff moves an employee from one shift schedule to another, from one assignment to another, or changes his days off. Assignments are those duties required of an employee in the position in which he has been placed to work. The Sheriff shall exercise ordinary and reasonable discretion in making transfers and assignments

Filling of vacancies, promotions, transfers or assignments are subject to the Grievance/ Arbitration Procedure. Probationary reversions to former provisions or rank shall not be grievable.

Filling of vacancies, promotions, transfers or assignments are subject to the Grievance/ Arbitration Procedure. Probationary reversions to former provisions or rank shall not be grievable.

ARTICLE XXXVI OBLIGATION TO NEGOTIATE

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

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

ARTICLE XXXVII TOTAL AGREEMENT

37.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XXXVIII CONFORMITY TO LAW

38.01 This agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

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

ARTICLE XXXIX DISCIPLINARY PROCEDURE

39.01 This procedure shall apply to all non-probationary employees covered by this Agreement

39.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative and/or an attorney at his own expense at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least fifteen (15) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

39.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

39.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

39.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

39.06 Discipline shall not be implemented until either:

- 1. the matter is settled, or a decision is rendered at Step 3 of the grievance procedure, or
- 2. the employee fails to file a grievance within the time frame provided by this procedure, or

3. the penalty is imposed concurrent with the decision of Sheriff after a pre-disciplinary hearing, or
4. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

39.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative and/or an attorney at his own expense at every step of the proceedings;

39.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled, a decision is rendered at Step 3 of the grievance procedure or the arbitrator renders a determination.

39.09 The following administrative procedures shall apply to disciplinary actions;

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that he is entitled to representation by the Union and/or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. The Notice of Discipline will include advice *as* to the employee's right in the procedure, and the right of representation. (See Addendum A, B, and C.)
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Sheriff, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

- d. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided for in this Agreement.

40.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c. If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d. The preparation and processing of grievances may be conducted during working hours with the advance approval of the OIC, whose approval shall not be unreasonably withheld.
- e. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f. The aggrieved party may choose whomever he wishes to represent him at any step of the Grievance Procedure after step 1.
- g. This procedure shall be the sole and exclusive method for resolving disputes regarding the interpretation and enforcement of this Agreement.
- h. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified

time limits, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

- i. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- j. Reprimands may be grieved up to and including Step 3 only. Copies of the entire grievance package shall stay with the reprimand if it is placed in the employee's file. Employees may add a response to a reprimand grievance package up to seven (7) days after the Step 3 decision. Should a reprimand be part of the basis for more severe discipline said reprimand package will be available to the employee for use in his defense.

40.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify his immediate Supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's representative will discuss the issues in dispute with the objective of resolving the matter informally. The Supervisor shall give his answer within five (5) days of the meeting.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Supervisor within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor fails to give the employee an answer. The Supervisor shall give his answer within five (5) days of the meeting.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Sheriff within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Sheriff or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Sheriff or his designee shall issue a written decision to the employee's representative with a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the

meeting. If the aggrieved party is not satisfied with the decision at Step 3, except for Section 3-j, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XLI

ARBITRATION PROCEDURE

41.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

41.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

41.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by mutual written agreement of the parties.

41.04 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

41.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

41.06 The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

41.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

41.08 There is hereby created a permanent panel of six (6) arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Harry Graham; 2) Nels Nelson; 3) Mitchell Goldberg; 4) James Mancini; 5) Dennis Byrne; and 6) Daniel Zeiser.

Either party may replace a panel member should a panel member become unable to serve.

ARTICLE XLII

FAMILY MEDICAL LEAVE

42.01 The Employer and the Union agree and acknowledge that the provisions of the Family and Medical Leave Act of 1993 (FMLA) and all subsequent amendments and federal regulations are applicable to all members of the bargaining units. The Employer may adopt policies with regards to administration of the FMLA. Employees may grieve any unreasonable policy and any determination made by the Employer that violates the employee's rights under the FMLA in lieu of the filing of a complaint with the Secretary of Labor or filing suit.

ARTICLE XVIII

SICK LEAVE DONATION

43.01 PURPOSE

Effective upon execution, a sick time donation program will be established to assist employees, eligible to earn accruals, who have exhausted all accumulated paid leave benefits as available as a result of catastrophic illness or catastrophic injury that is not job related to the employee as determined by the Sheriff. Any employee receiving donated sick leave under this policy shall not earn other paid time off benefits (sick leave, vacation, etc.) regardless of any applicable Collective Bargaining Agreements.

43.02 CONDITIONS

An employee, whether in the bargaining unit or not, may utilize the sick time donation program only if all of the following conditions are met:

- A. Prior to requesting approval for donation of sick leave, the requesting employee (donee) must have exhausted all paid leave and vacation leave benefits available to him or her; and
- B. The employee shall submit an application requesting donation of sick leave from other bargaining unit members or non-bargaining unit employees (Ashland County Sheriff Office employees) to the Employer. The application shall include acceptable medical documentation of a catastrophic illness or catastrophic injury or long-term illness that is not job related, including diagnosis and prognosis of the employee. The medical documentation may be waived at the discretion of the Sheriff. The catastrophic injury or long-term catastrophic illness must require the employee to be away from work at least two (2) full pay periods. This application shall be on a form prepared by the Employer; and
- C. The Employer shall determine that the injury or long-term illness is catastrophic in nature and that the employee is eligible to receive sick leave donations from other Ashland County Sheriff Office employees; and
- D. The employee eligible to receive sick leave donations is able to return to work within a six (6) month period or will be eligible to file for and/or will appear to be eligible for a Public Employees Retirement System (PERS)

disability retirement; and

- E. The Employer shall post a notice for fourteen (14) days informing Ashland County Sheriff Office employees that the eligible employee may receive donations of sick leave; and
- F. In the event the eligible employee returns to work or is approved a disability retirement under PERS, any donated and unused sick leave hours will not be returned to any donating employees, rather the remaining sick leave hours shall remain in the "Sick Leave Donation Bank;" and
- G. If the eligible employee is in a probationary period, the probation will be extended the number of days the employee is off duty receiving sick leave donations; and
- H. Donated sick leave shall be classified as such but shall never be converted into a cash benefit.
- I. The receipt of any amount of sick leave donation by a donee does not preclude the implementation of the Ashland County FMLA Policy and the potential of an unqualified employee (donee) due to medical conditions being unable to perform his/her job, being subject to involuntary disability separation (IDS) under state codes.
- J. Any employee who is receiving donated sick leave shall receive their regular hourly rate up to 40-hours per week, but shall not be entitled to any overtime payments. Further, any employee on donated sick leave shall not earn any additional sick leave, vacation leave or fringe benefit other than health insurance.

43.03

EMPLOYEES DONATING SICK LEAVE TIME

- A. An employee desiring to donate sick leave (a donor) must have over four hundred eighty (480) sick leave hours in his or her accumulated sick leave bank and shall submit a completed time donation form to the Sheriff. Sick leave donation shall not be permitted when such donation would result in the employee-donor's sick leave accumulation being lower than four hundred eighty (480) hours.
- B. It is understood that all sick leave donations are voluntary and once sick leave is donated, it will not be returned to the donating employee. Any unused donated sick leave hours shall remain in the "Sick Leave Donation Bank."
- C. All donated sick leave shall be paid at the regular hourly rate of the employee receiving and using the donated leave (the donee), not at

the regular hourly rate of the employee donating the leave and that no overtime shall be occurred due to the donation of said leave, i.e., the recipient donee shall receive all donated sick leave at the recipient's hourly rate of pay.

- D. Sick leave may be donated in increments of at least eight (8) hours up to a maximum of forty (40) hours to a donee on a one-time basis.
- E. The donee may receive up to twelve (12) weeks, or 480 hours, of donated sick leave hours from other Ashland County Sheriff Office employees.
- F. In the event the donee still needs more time, or in the event only a limited number of employees donated sick leave hours, the Sheriff may, at his sole discretion, permit further sick leave donations to the particular employee or may permit an employee who already donated 40-hours of sick leave to donate additional hours, as allowed by the Sheriff.

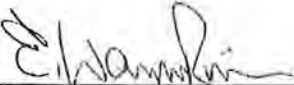
This is a completely voluntary program. A decision made by the Employer to reject an application for donations shall be final and not grievable or appealable. This provision is applicable to all the OPBA bargaining units and the non-bargaining unit employees of the Ashland County Sheriff.

ARTICLE XLIV

DURATION


44.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2023 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2025.

FOR THE EMPLOYER:

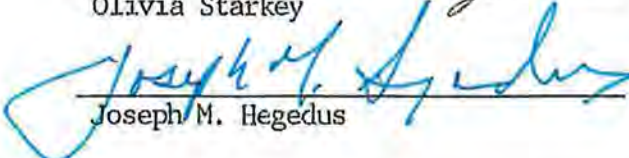


Sheriff E. Wayne Risner

FOR THE UNION: Communications



Olivia Starkey



Joseph M. Hegedus

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Appointing Authority (Sheriff or Designee) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

SHERIFF

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Appointing Authority if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attached extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Sheriff Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to the Appointing Authority within five (5) days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with the Sheriff.
3. If you file your objections, the Sheriff will schedule a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Sheriff will report his/her decision within fifteen (15) days following the close of the hearing.
5. You will have five (5) days after receipt of the Sheriffs decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.