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**AGREEMENT BETWEEN THE**  
  
**ASHTABULA COUNTY SHERIFF**

**And**

**OHIO PATROLMEN'S BENEVOLENT**  
**ASSOCIATION**  
**(DEPUTY SHERIFF UNIT)**

**JANUARY 1, 2013**

**To**

**DECEMBER 31, 2015**

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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 the Ohio Patrolmen's Benevolent Association., 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;
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
  - d. To promote a harmonious working relationship between the Employer and employees

The employees affected by these provisions are those full-time Deputy Sheriffs included in the bargaining unit as defined herein.

## **Article 2**

### **Union Recognition**

**Section 1.** The Employer recognizes the OPBA as the sole and exclusive representative for those employees in the bargaining unit listed in Section 2. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those full-time employees in a classification listed as appropriate to a bargaining unit, as certified by the State Employment Relations Board in Case No. 05-REP-09-0138 on April 6, 2006, which certification orders were filed and served upon each party on May 4, 2006.

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

"All full-time Deputies"

**Section 3.** All others shall be excluded from the bargaining unit.

**Article 3**  
**Union Representation**

**Section 1.** The Employer agrees to admit non-employee Union Staff Representative(s) 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 a meeting as permitted herein, providing twenty-four (24) hours advance notice is given to 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 names of two (2) employees in the Union to act as Union stewards 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.

**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) Immediate Supervisor
- (5) 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 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 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 (President, Vice-president, or Steward) 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.

#### **Article 4 Union Leave**

**Section 1.** Employee OPBA Officials shall be granted "Union Leave", with pay, subject to schedule requirements, without loss of benefits, to attend OPBA business. This leave shall not be charged against any other leave. However, OPBA members may use vacation time; compensatory time; or any other paid leave which the employee may be entitled to for the purpose of attending such meeting(s).

**Section 2.** The employee must request from the Employer such time off ten (10) calendar days prior to any such meeting.

**Section 3.** Union leave shall not exceed a total of three (3) working days per calendar year for the bargaining unit. Employee's personal time used under this article shall not be included in the total days outlined in this section.

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

## **Article 5**

### **Probationary Period**

**Section 1.** Every newly hired full-time Deputy Sheriff will be required to successfully complete a probationary period. The probationary period for new full-time Deputy Sheriffs shall commence on the employee's date of hire and conclude one (1) year, (365) days later inclusive. A newly hired probationary full-time Deputy Sheriff may be terminated during his probationary period and shall have no appeal over such removal.

**Section 2.** A newly promoted full-time Deputy Sheriff will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted full-time Deputy Sheriff shall begin on the effective date of the promotion and continue for a period of one (1) year, (365) days. A newly promoted full-time Deputy Sheriff who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period.

## **Article 6**

### **Dues Deduction**

**Section 1.** Within thirty (30) days of the execution of the Agreement, all employees in the bargaining unit shall either become dues paying members of the OPBA, or as a condition of continued employment, remit to the OPBA a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09 (C). Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of the OPBA or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09 (C), nothing in the Article shall be deemed to require any employee to become a member of the OPBA.

**Section 2.** The Employer agrees to deduct regular Union membership dues and fair share fees, bi-weekly from the pay of any employee in the bargaining unit eligible for membership upon receiving

written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The collection of fair share fees does not require a signed deduction form. All dues and fair share fees shall be sent to the OPBA.

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

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

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

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

**Article 7**  
**Management Rights**

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

- a. To 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;
- b. To direct, supervise, evaluate or hire employees;
- c. To maintain and improve the efficiency and effectiveness of governmental operations;
- d. To determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- e. To suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- f. To determine the adequacy of the work force;
- g. To determine the overall mission of the Employer as a unit of government;
- h. To effectively manage the work force; and
- i. To 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 an existing provision of a collective bargaining agreement. A Bargaining Unit member 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 fifteen (15) 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(s) may waive their right to such a conference, by signing the "Waiver of Pre-Disciplinary Conference" form. 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.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

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

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

**Section 7.** An employee may inspect his personnel file as set forth in this Agreement, under Article 10, 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 the case, while protecting the rights and dignity of the accused personnel. Any internal or criminal investigation will be conducted by supervisory 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 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 against him/her and by whom 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/her performance shall be informed he/she 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 for 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 thirty (30) working days of the end of the investigation or within thirty (30) 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 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 the 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 any further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based on 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) **Class Action Grievance** - A grievance may be brought by any bargaining unit member who believes them self to be aggrieved. When a group of bargaining unit members desire to file a grievance involving an alleged violation which affects more than one member in the same way, the grievance may be filed by the OPBA or the bargaining unit members and signed by all

members in the class. 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 become 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.

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

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

#### **INFORMAL STEP WITH IMMEDIATE SUPERVISOR**

An employee having a grievance will first bring that complaint verbally, within fifteen (15) days of the incident giving rise to the grievance, or within fifteen (15) 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) 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 Division Commander are unable to resolve the problem at the Informal Step, the employee may file a written grievance with the immediate supervisor. In order for the grievance to be recognized, it must be filed within fifteen (15) days from the date of the Division Commanders response in the Informal Step. Within five (5) days from the date the aggrieved first presented the complaint, the Division Commander will attempt to resolve the matter.

### **STEP 2: SHERIFF**

If the grievance is not satisfactorily resolved in Step 1, the aggrieved, with the appropriate Staff Representative, if the former desires, may refer the grievance to the Sheriff within fifteen (15) days after receiving the Step 1 reply. The Sheriff shall have five (5) days in which to schedule a meeting with the grieved employee and his appropriate Union representative, if the former desires. The Sheriff shall investigate and respond to the grievant and/or Union representative within ten (10) 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 seven (7) 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) days following the notice for arbitration jointly agree to select one (1) of the five (5) arbitrators from the following panel of arbitrators: **(1) Harry Graham; (2) Dennis Minni; (3) Nels Nelson; (4) Anna DuVal Smith; and, (5) Rob Stein.** 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. The party requesting the arbitration shall be the first to strike a name from the list, and then the other party shall be the first to strike a name from the list, 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 Federal Mediation and Conciliation Service.

B. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, change or alter any provision of this Agreement, nor add to, subtract from or 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 issues not so submitted to him or to submit observation 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 the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits 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 reporters 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 must be submitted directly to the step or level from which it originates.

**Section 7.** For purposes of this Article, day(s) shall be defined as calendar days, excluding weekends 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 line in the grievance procedure.

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

## **Article 10**

### **Personnel Files**

**Section 1.** It is recognized by the parties, 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. All reviews shall be conducted on the premise of the Employer.
2. All reviews shall be conducted during the Employer's normal business hours.
3. 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.

4. Any non-employee reviewing a personnel file must sign the jacket of the file giving the individuals name, date and time of review and duration of review. Request for copies of documentation in said file 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 dates, 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 files, the employee may write a memorandum, or letter explaining his/her position and have the letter or memo attached to the documents in question. No member shall have any documentation placed into their personnel file regarding disciplinary action, without the affected member first receiving a copy of such.

**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 this Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. 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 strikes, 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 the preparation of a letter addressed to the Employer and all bargaining unit employees stating the strike action is not sanctioned by the OPBA and that all employees should return to work immediately, signed by the ranking OPBA officer of the Local.

**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 Procedures 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.

## **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 wherever 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.** 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.

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.** 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.

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.

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 a copy to the President of the Local Union or his designee.

**Section 3.** All bargaining unit members will be issued a copy of any mentioned items in Section 2 of this Article.

## **Article 15**

### **Notification of Schedule Change**

**Section 1.** In the event the Employer must change the work schedule, which affects shifts and/or days off of bargaining unit employees, such notification of schedule change shall be made at least five (5) calendar days in advance of the date of scheduled change.

In the event the Employer must change the work schedule of a bargaining unit employee(s) to fulfill scheduling needs of the Employer, such affected employee(s) may be given a twenty-four (24) hour advance notice.

**Section 2.** In the event the Employer must change the work schedule of an employee, per requirements set forth in Section 1, paragraph (b) of this article, said employee shall not be subjected to more than two (2) schedule changes in a pay period.

The return of the employee to their original scheduled work period does not constitute a schedule change.

**Section 3.** Notification of schedules changes will be posted on bulletin boards in the Deputy Sheriff's room and the Detective Bureau, and the affected employee will be notified by the employee's immediate supervisor.

## **Article 16**

### **Seniority**

**Section 1.** Seniority shall be computed on the basis of the employee's uninterrupted length of continuous service with the Bargaining Unit, commencing on the employee's date of hire (DOH) into the Bargaining Unit. Bargaining Unit members shall retain all seniority rights, as of January 1, 2013, accrued under prior collective bargaining agreements between the Employer and the Deputies Unit.

For all employees hired into the Bargaining Unit after January 1, 2013, service time accrued with the Employer in any other manner shall not be counted toward Bargaining Unit seniority. An employee who ceases employment with the Employer through retirement, resignation or termination (unless reinstated through the grievance procedure) shall lose all previously accumulated seniority.

**Section 2.** If any Bargaining Unit member is promoted to any higher rank within the Deputy “chain-of-command” and is either demoted or fails probation in the higher rank and is returned to the Bargaining Unit, that member shall retain all seniority including time in the higher rank.

**Section 3.** An approved leave of absence, with or without pay, 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 4.** Employees laid off shall retain their seniority for a period of two (2) years from the date of the layoff.

**Section 5.** In all matters wherein the Employer shall give considerations and evaluate two (2) or more employees on a comparative basis, such as, but not limited to job vacancies, vacation selection, shift selection, or personal day selection as described in this Agreement, said selection shall be awarded on the basis of seniority should all other factors used in the selection process be considered equal.

**Section 6.** Shift selection shall be on the basis of seniority. Assignments requiring specialized training shall also be on the basis of seniority, but the Sheriff reserves the right to designate the number of deputies with specialized training needed on a shift. The Sheriff shall provide a thirty (30) day notice in advance of any change in shifts, at which time shifts shall be re-bid. Annual shift selections under this section shall take place on or about December 1.

## Article 17

### Vacancy, Promotions, and Transfer

**Section 1.** The parties agree that all appointments to positions covered by this Agreement, other than the original appointments from an eligibility list, shall be filled in accordance with this Article.

**Section 2.** Whenever the Employer determines that a vacancy exists in a Sergeant's position, a notice of such vacancy shall be posted on the employee's bulletin board in the Deputy Sheriff's room and Detective Bureau, for five (5) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

**Section 3.** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant Sergeant's position during the time period the Employer takes to determine whether or not to fill the vacant Sergeants position on a permanent basis. Such length of time shall not exceed 45 calendar days from date of posting.

**Section 4.** Criteria to be used in the promotional process: (1) Three (3) years continuous service with the Ashtabula County Sheriff's Department in the rank of Deputy and/or Detective; (2) abilities; (3) knowledge; (4) work record; and, (5) disciplinary record.

**Section 5.** Once the selection has been made, the Employer will notify all applicants of the selection.

## Article 18

### Layoff and Recall

**Section 1.** When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees at least five (5) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

**Section 2.** Layoff of bargaining unit employee shall be in the order of seniority, beginning with the least senior employee and progressing to the most senior employee (as defined under Article 16, Section 1) in the bargaining unit up to the number of employees that are to be laid off. The sole exception to this Section shall be that the most senior qualified bargaining unit employee will be retained for an Evidence Room position.

**Section 3.** When employees are laid off, the Employer shall create a recall list for each position. The Employer shall recall employees from layoff within each position 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 twenty-four (24) months after the effective 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 4.** No new employees shall be hired or promoted into positions from which members of the bargaining unit are on layoff until such time that all such eligible full-time employees have been offered a recall. Non-bargaining unit personnel, who are full-time employees of this department, shall not be used to perform work or duties of bargaining unit members, with the exception of the Sheriff, Chief Deputy, Lieutenants, and Sergeants. During the period of time that layoffs occur, Sheriff's Patrol personnel may only be used for such duties that are not compensable. Sheriff's Patrol personnel will not be used to prevent the return from layoff of any bargaining unit employees or infringe the rights of bargaining unit employees. Sheriff's Patrol personnel may also be used to fill in for an employee needing time off, but will not be compensated for doing so.

**Section 5.** Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy sent to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 6.** In the case of a long term 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.

**Section 7.** The Employer shall be allowed to use non-bargaining unit employees in a part-time status to fulfill normal job assignments of collective bargaining unit members provided the following conditions are met:

- A. The Employer employes at least twenty-three (23) full-time Deputies (this provision is not intended to imply minimum manning, but is related only to the use of part-time employees); and
- B. In the event of layoff, all part-time employees must be laid off first, until such time that all Bargaining Unit members have been offered a recall.

## **Article 19**

### **Leave of Absence without Pay**

**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. Members of the bargaining unit, who have completed at least one (1) year of continuous service as a full time Deputy Sheriff, may be granted a personal leave of absence without pay, for a period of time not to exceed ninety (90) consecutive calendar days in any one (1) year. (A year shall be defined as January 1 thru December 31.)

B. Members of the bargaining unit, who have completed three (3) or more years of continuous service as a full time Deputy Sheriff, may be granted a leave of absence without pay for a period of time not to exceed six (6) months, provided that said leave is for the following reasons:

“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 required staffing and 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**

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.

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.

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 subjected to the disciplinary procedure.

### **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 a 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 subjected to the disciplinary procedure.

## **Section 7. Failure to Return From Leave of Absence**

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

## **Article 20**

### **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 daily one-half (1/2) hour lunch period. The work period shall commence with the day shift Sunday and conclude on the midnight shift on the second consecutive following Saturday.

**Section 3.** When an employee is required by the Employer to work in excess of forty (40) hours in a seven (7) day pay 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 over time, 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 they have taken sick leave, the employee shall not be eligible for the premium rate until they have actually worked forty (40) hours in a seven (7) day pay period.

**Section 5.** An employee required to work on one of the recognized holidays, as defined in this Agreement, is entitled to receive compensation at the rate of one and one-half (1-1/2) times their usual rate of pay, in addition to receiving their 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 accrue in such work period.

**Section 6.** Overtime will be distributed as equally as possible among employees by consideration of classification, position, qualification, and seniority of those employees who normally perform such work.

**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 in an amount equal to the overtime accrued to that point. The employee may at his discretion, accept such compensatory time off. However, the Employer may not adjust the employees work schedule without the employees consent for the purpose of avoiding the payment of overtime.

## **Article 21**

### **Holidays**

**Section 1.** All employees covered by this Agreement who have completed one (1) year of continuous service with the Ashtabula County Sheriff shall be entitled to the following holidays:

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

**Section 2.** Employees must work their scheduled days before and after the holiday to be entitled to the holiday pay if said employee is scheduled to work the holiday. An Employee utilizing an approved sick day is exempt from this section.

**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/her usual rate of pay, in addition to receiving his/her 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 22

### Vacations

**Section 1.** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Effective January 1, 2014, The amount of vacation leave to which an employee is entitled is based upon length of service, including full-time and part-time service with the State or any political subdivision of the State as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 7 years	80 hours/ 2 weeks
7 years but less than 12 years	120 hours/ 3 weeks
12 years but less than 18 years	160 hours/ 4 weeks
18 years but less than 25 years	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. Employees recalled from layoff need not complete one (1) year of service after recall to be eligible for vacation leave, provided the employee previously completed one (1) full year of service.

**Section 3.** Vacation time will be computed from the date of hire of each employee plus full-time and part-time service with the State or any political subdivision of the State. Employees shall be given one (1) year of credit toward their years of service for each year of full-time service with the State or another political subdivision of the State. (For each five-hundred and twenty (520) hours of full-time service, the employee shall be credited with one-quarter of a year toward their years of service with the Employer). Employees shall be given credit toward their years of service for part-time service with the State or another political subdivision of the State on a prorated basis based on the employee's total accumulated hours of work in part-time service. (For each five-hundred and twenty (520) hours of part-time service, the employee shall be credited with one-quarter of a year toward their years of service with the Employer). Employees claiming credit for prior service are responsible for obtaining certified records from previous employers and submitting them to the Employer prior to December 1<sup>st</sup> (records need only be submitted one time).

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

There will be a second vacation scheduling period beginning on June 1 of each year. Employees shall have until July 15 to make and file vacation requests for any unused vacation. The Employer will post the vacation schedule no later than July 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 for the first selection period or July 15 for the second selection period.

**Section 6.** An employee wishing to change their scheduled vacation after the date of posting of the vacation schedule by the Employer shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a "first -come-first-served" basis for those unscheduled and available weeks remaining, 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, if they are unable to take their initial vacation leave prior to December 31, will be allowed to carry over any unused vacation into the following year and all vacation leave must be used by December 31 of the following year.

**Section 9.** Vacation leave can be scheduled in eight (8) hour minimum increments.

## **Article 23**

### **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.** An employee may choose, or the Employer may require that any accrued paid vacation leave, sick leave, personal leave, compensatory leave, for family leave of the employee be substituted for the twelve (12) weeks of leave.

**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.

## **Article 24**

### **Disability Leave**

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

When an employee becomes physically unable to perform the essential duties of his position, but is still able to perform the essential duties of a vacant, lower level position, the employee 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.

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. Disability Separation**

A disability separation may be granted when an employee has exhausted his accumulated sick leave, accumulated vacation leave, compensatory time, or any leave of absence without pay where applicable, and the employee is:

1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization by a physician at the hospital or institution; or,
2. Is declared physically incapable of performing the essential 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 said examination.
3. Any appointment made to a position vacated by disability separation will be made on a temporary basis, and such employee will be 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 3. Reinstatement**

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.

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 the 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. 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 essential 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.

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

## **Article 25**

### **On Duty Injury Leave**

**Section 1.** In the event of a service connected injury incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed ninety (90) calendar days from the date of the on duty injury. The Employer may grant additional injury leave on a case-by-case base for such additional periods of time as the injury may warrant. When the employee receives the income benefits compensation check, from the Bureau of Workers Compensation, the employee shall endorse and turn over to the Employer, said check.

**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 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 employees 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 under reasonable terms.

## Article 26

### Sick Leave/Personal Leave

**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 to work day or work period earnings.

**Section 5. Uses of Sick Leave**

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; and,
5. Pregnancy and/or childbirth and other conditions related thereto.

Three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: spouse, child, mother, father, brother, sister, aunt, uncle, niece, nephew, person standing in loco parentis, father-in-law, mother-in-law, daughter-in-law, son-in-law, 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 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.

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

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

**Section 11. Personal Leave.**

1. Each employee will be given four (4) personal days (a total of 32 hours) per calendar year.

2. The personal leave will be taken in eight (8) hour increments.
3. Employees must take the personal leave between January 1 and December 31 of each calendar year.
4. Personal leave shall be taken as time off. There shall be no monetary reimbursement payable to the employee in lieu of time off.

**Section 12.** Employees may elect to be paid from their sick time accumulation for each of their last three (3) years of service prior to retirement. To qualify for three (3) annual payments under this section, an employee must notify the Employer of his or her intent to retire at least two (2) years prior to his or her retirement date. The employee shall then be paid according to the formula below and thereafter each of the next two (2) years, also according to the formula below:

<u>Hours of Sick Time</u>	<u>% of hours paid at regular rate of pay</u>
1500 to 1800 hours	Nine percent (9%)
1801 to 2000 hours	Ten percent (10%)
2001 hours or more	Eleven percent (11%)

## Article 27 Hospitalization

**Section 1.** The Employer shall provide medical insurance programs to employees under the group insurance plans specified below. The Employer may change insurance carriers and plan, providing the benefit levels are comparable to the benefit levels contained in the following PPO plans.

**Section 2.** The Employer will pay ninety (90%) percent of the premium for the plan selected by the employee of the two (2) PPO plans offered by the Employer.

**Section 3.** Effective as soon as possible, the existing EPO plan shall be eliminated and all employees will be offered coverage under one of two PPO plans. The PPO plans known as "Option 3" and "Option 4" shall be offered through an open enrollment period as soon as possible. The Option 3 PPO shall have deductibles of \$250.00/\$500.00 (single/family) in network and

\$500.00/\$1,000.00 (single/family) out of network, with out of pocket maximums of \$1,500.00/\$3,000.00 (single/family) in network and \$3,000.00/\$6,000.00 (single/family) out of network. Co-insurance shall be 80/20% in network and 60/40% out of network. The Prescription Drug Plan shall provided for employee co-pays as follows: generic - \$10.00; Preferred Brand - \$20.00; and Non-Preferred/Other Brand - \$35.00, with a mandatory Mail Order Program with 90 day supply co-pays of generic - \$20.00; Preferred Brand - \$40.00; and Non-Preferred/Other Brand - \$70.00. Other basic benefits shall be provided pursuant to Exhibit A, attached hereto. The Option 4 PPO shall have deductibles of \$400.00/\$800.00 (single/family) in network and \$800.00/\$1,600.00 (single/family) out of network, with out of pocket maximums of \$2,000.00/\$4,000.00 (single/family) in network and \$4,000.00/\$8,000.00 (single/family) out of network. Coinsurance shall be 80/20 for in network and 60/40 out of network. The Prescription Drug Plan shall be the same as provided in the Option 3 Plan, above. Other basic benefits shall be provided pursuant to Exhibit B, attached hereto.

**Section 4.** Any stipend being paid for not using the Employer's healthcare plan may be terminated at the Employer's discretion subsequent to January 31, 2005.

## **Article 28**

### **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 equal to one and one-half (1½) times the employee's regular hourly rate. Hours spent in court which are compensated as set fourth in this section shall not be counted as hours worked as that term is used in Article 20 of this Agreement.

**Section 2.** When the employees work in excess of standard work period, as defined in this Agreement, they shall be entitled to overtime compensation, as defined in this Agreement.

**Section 3.** All employees when subpoenaed by court shall have the subpoena signed by a representative of the court on the starting and ending time, when the employee's presence was

required. Signed subpoenas shall be presented by the employee to their immediate supervisor, for verification of court time.

**Section 4.** When an employee is called from home to work, the employee shall receive three (3) hours of call out pay at the rate equal to one and one-half (1-1/2) times the employee's regular hourly rate.

## **Article 29**

### **Special Jobs**

**Section 1.** The Employer acknowledges that the Sheriff's Department is contacted by private citizens, businesses, and public entities, etc., about hiring off-duty deputies to provide security for various functions.

**Section 2.** The Employer hereby agrees that when calls are made to the Sheriff's Department asking for deputies to provide off- duty security, that over any twelve month period, approximately seventy percent (70%) of such off-duty jobs will be offered to members of the bargaining unit, and thirty percent (30%) of such jobs will be offered to non-bargaining unit members.

**Section 3.** The order of filling special off-duty jobs shall be as follows:

1. Bargaining unit members on lay-off
2. Bargaining unit members
3. Non-bargaining unit members

**Section 4.** The Employer will establish a rotation list for the special jobs, with the most senior employee listed first and through the least senior employee. Acceptance, unavailability, refusal or lack of qualifications for the requested job shall rotate the employee to the bottom of the list.

**Section 5.** Should the special job not become filled after one rotation, the Employer shall have the right to randomly make offers.

**Section 6.** Special jobs will be offered to private citizens, business and public entities, etc. at the following rates:

All special jobs shall be paid at an hourly rate of no less than \$18.50/hour

**Section 7.** The Employer will make records available to the OPBA on a quarterly basis for the purpose of verifying compliance with this Article.

**Article 30**  
**Use of County Vehicles**

**Section 1.** The assignment and/or use of county vehicles for duty or off duty time shall be at the complete discretion of the Sheriff.

**Article 31**  
**Wages/Longevity**

**Section 1.** Effective January 1, 2006, all employees covered by this agreement shall be paid by the following pay schedule.

1/1/2013	Step 1	Step 2	Step 3	Step 4
Hourly	\$20.86	\$22.01	\$22.93	\$25.01
Bi-weekly	\$1668.95	\$1760.63	\$1834.48	\$2000.87
Annual	\$43392.64	\$45776.37	\$47696.60	\$52022.62
1/1/2014	Step 1	Step 2	Step 3	Step 4
Hourly	\$21.17	\$22.34	\$23.28	\$25.39
Bi-weekly	\$1693.98	\$1787.04	\$1862.00	\$2030.88
Annual	\$44043.53	\$46463.02	\$48412.05	\$52802.96
1/1/2015	Step 1	Step 2	Step 3	Step 4
Hourly	\$21.49	\$22.67	\$23.62	\$25.77
Bi-weekly	\$1719.39	\$1813.84	\$1889.93	\$2061.35
Annual	\$44704.19	\$47159.96	\$49138.23	\$53595.01

**Section 2.**

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	\$ 634.00	(\$.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)

Longevity is based on the base rate of pay. Employees covered under this Agreement, who receive longevity pay and the 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 will be paid to the employees, who are in active pay status, on December 1<sup>st</sup> of each year. Longevity will be paid in a separate check in the first pay period of December. Only employees who are retiring from this department, under the rules and regulations of OPERS, may have their longevity payment pro-rated at the time of their retirement.

**Section 3.** For purposes of pay, all anniversary dates of employees covered by this Agreement shall be January 1, of the year of the employee's date of hire.

**Section 4.** All full-time Deputy Sheriffs hired after January 1, 1986 shall commence their standard rates of pay at Step 1, if the employee has no prior certified law enforcement experience. If the employee has prior certified law enforcement experience, said employee may be integrated into the pay system at the discretion of the Sheriff, for said experience:

<u>Years of Service</u>	<u>Step</u>
1 year or less	1
2 years	2
3 years	3
4 years or more	4

**Article 32**  
**Uniform Allowance**

**Section 1.** Effective January 1, 2007, all newly hired Deputy Sheriffs shall be issued an initial issue of clothing at no cost to the employee. All items to be issued shall be determined by the Sheriff from the BSSA approved list of clothing and equipment. Any non-BSSA approved clothing and/or equipment may be placed into service under the sole discretion of the Sheriff.

**Section 2.** During the course of their employment, bargaining unit members will be provided clothing and equipment replacement on the quartermaster system, administered by the Employer. Employees needing or requesting clothing and/or equipment, must make a written request to the employer for replacement under this article.

**Section 3.** All Deputy Sheriffs will produce at least one (1) full winter and one (1) full summer uniform when so demanded by the Sheriff.

**Section 4.** There shall be no monetary value to bargaining unit employees for clothing, equipment, or maintenance.

**Article 33**  
**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 unions 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 1A 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 34**

### **Mandatory Training**

**Section 1.** All employees, who are required to complete mandatory training to maintain specific certifications, shall be compensated at their regular hourly rate for the first forty (40) hours of training per calendar year.

**Section 2.** The employee will be compensated at one and one-half (1.5) times the employee's regular hourly rate of pay for the training in excess of forty (40) hours per calendar year.

## Article 35

### Leave After the Use of Fatal Force

**Section 1.** Any time a member of the bargaining unit administers fatal force, in the performance of his assigned duties, the following provisions shall apply:

1. The employee shall receive the necessary time off, to relieve the stress which was a direct result of the employee using fatal force in the performance of the employee's assigned duties. The duration of the time off, shall be determined by the Sheriff or his designee.
2. The employee shall continue to receive his regular pay and benefits for the duration of this leave. Any time off taken, under this Article, shall not be charged to the employee's vacation or sick leave balances.

## Article 36

### Severability

**Section 1.** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

**Section 2.** In the event any provision herein is so rendered invalid, upon written request of either party thereto, the Employer and the Union will meet within thirty (30) days for the purpose of discussing a mutually satisfactory replacement for such an invalid provision(s).

**Section 3.** Any such replacement provision(s) shall be reduced to writing and signed by the parties within sixty (60) calendar days of the first meeting between the parties. If agreement is not reached in said time frame, the parties shall pick an Arbitrator using the method stated in the grievance procedure contained herein. The Arbitrator shall have authority to choose one position or the other and his/her decision shall be final and binding upon the parties. The cost of the Arbitrator shall be split between the parties.

## Article 37

### Duration of Agreement

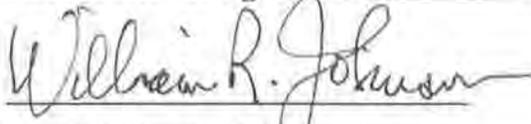
**Section 1.** This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect until December 31, 2015.

**Section 2.** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

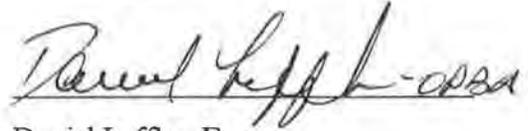
**Section 3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this agreement each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated, to bargain collective or individually with respect to any subject matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Signature Page

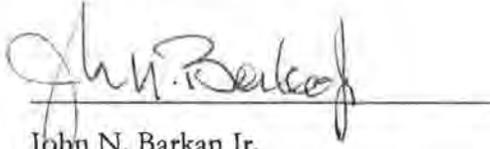
Entered into and signed this 19th Day of November, 2013

  
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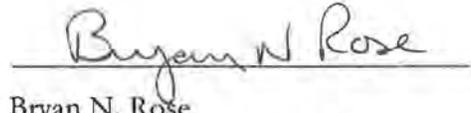
Sheriff William R. Johnson  
Ashtabula County Sheriff

  
\_\_\_\_\_

Daniel Leffler, Esq.  
OPBA Legal Counsel

  
\_\_\_\_\_

John N. Barkan Jr.  
Labor Relations Consultant  
Ashtabula County Sheriff's Office

  
\_\_\_\_\_

Bryan N. Rose  
Bargaining Committee Member  
OPBA

  
\_\_\_\_\_

Sean R. Ward  
Bargaining Committee Member  
OPBA

\_\_\_\_\_  
Daniel Claypool  
Commissioner  
Ashtabula County

\_\_\_\_\_  
Joseph Moroski  
Commissioner  
Ashtabula County

\_\_\_\_\_  
Peggy Carlo  
Commissioner  
Ashtabula County

**Approved as to form:**

\_\_\_\_\_  
Thomas Sartini, Esq.  
Ashtabula County Prosecutor

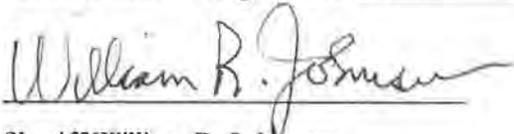
**OPBA and ASHTABULA COUNTY SHERIFF'S OFFICE**

**SIDE LETTER**

Effective for January 1, 2014, either party desiring to reopen Article 31, Section 1 shall give written notice of such intent no earlier than September 1, 2013 nor later November 30th, 2013. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Effective for January 1, 2015, either party desiring to reopen Article 31, Section 1 shall give written notice of such intent no earlier than September 1, 2014 nor later October 31, 2014. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

In the event either party submits a written request to reopen Article 31, the provisions of Article 31, Section 1 may not be diminished or reduced.

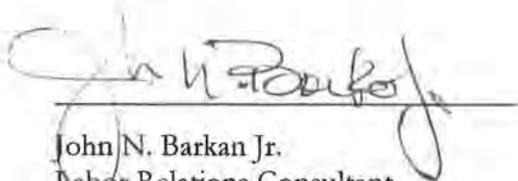
Entered into and signed this 19<sup>th</sup> Day of NOVEMBER, 2013



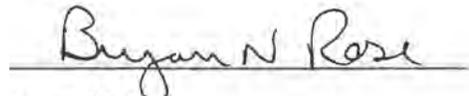
Sheriff William R. Johnson  
Ashtabula County Sheriff



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