

## Disciplinary Settlement Agreement

This settlement agreement is made and entered into on the 17<sup>th</sup> day of July, 2013 at Youngstown, Ohio between Sergeant James Touville (Employee), the Fraternal Order of Police/Ohio Labor Council (Union) as the exclusive bargaining representative of the Employees and the Mahoning County Sheriff, Jerry Greene (Employer).

**WHEREAS**, Employee is assigned to the Headquarters Division with the Mahoning County Sheriff's Office ("MSCO") and currently supervises the Patrol Division, midnight turn.

**WHEREAS**, on or about May 26, 2013, Employee conducted a traffic stop involving the Mahoning County Auditor, Michael V. Sciortino ("Sciortino Traffic Stop").

**WHEREAS**, based on the circumstances surrounding the Sciortino Traffic Stop, a notice of pre-disciplinary hearing was issued to Employee to address his role in the Sciortino Traffic Stop in accordance with the Collective Bargaining Agreement. However, in lieu of conducting the aforementioned pre-disciplinary hearing to impose discipline against Employee, the parties have determined that it is wise to resolve their disputes informally.

**NOW THEREFORE**, the parties agree as follows:

1. Charge: Parties agree that Employee violated Rule 37, subsection (B), Performance of Duties, which states:

### **Rule 37(B):**

All employees shall perform their duties in a manner that will maintain the highest standards of efficiency in carrying out the objectives and purpose of the MCSO. Failure to comply with this rule constitutes unsatisfactory performance...

2. Discipline: As a result the Employee's violation of Rule 37, the parties agree that Employee shall be suspended for three (3) days without pay.
3. The Parties further agree that Employee has the right to vacate this Agreement and proceed with a pre-disciplinary hearing in the event Employee is charged criminally by the Ohio Attorney General's Office or any other law enforcement agency for this role in the Sciortino Traffic Stop.
4. Other than specifically provided in paragraph 3 above, the Employee and the Union hereby relinquish any right, contractual, legal, equitable, or otherwise, to grieve, appeal, arbitrate, litigate, or otherwise contest, in any forum, the discipline described above and/or the imposition of discipline arising from a breach of this agreement.

5. The parties understand that this agreement is not confidential and will be used in any manner necessary to carry out the terms.
6. Both parties agree that this settlement is non-precedent setting and further agree that any member of the Union who may interpret this agreement as a violation shall not have any grounds to file grievances or lawsuits against the Employer.
7. This agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior understandings between the parties hereto pertaining to the subject matter of this agreement. This Agreement may not be modified, waived, rescinded or amended in any manner except by a writing executed by all parties to the Agreement which clearly and specifically modifies, waives, rescinds or amends this Agreement.
8. Employee and FOP/OLC Inc. represent and acknowledge that in execution of this Agreement, neither party relied upon any representation or statement not set forth herein made by any of the MCSO's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this agreement.
9. The parties acknowledge that they are willingly entering into this Agreement and that said Agreement becomes effective upon the date that said Agreement is duly executed by all parties involved.
10. Employee acknowledges that prior to signing this Agreement, he was provided with opportunity to consult with the representative of his choice.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the respective date indicated.

Jerry Greene  
Sheriff Jerry Greene  
Mahoning County Sheriff's Office

07-17-13  
DATE

Charles Wilson  
Charles Wilson  
FOP/OLC

July 17, 2013  
DATE

James Touville  
Sergeant James Touville

07-17-13  
DATE