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MEMORANDUM OF UNDERSTANDING
BETWEEN THE RICHLAND COUNTY BOARD OF COMMISSIONERS
AND FRATERNAL ORDER OF POLICE / OHIO LABOR COUNCIL / 911 DISPATCHERS

The Richland County Board of Commissioners (Employer) and the F.O.P. Labor Council / 911 Dispatchers (Union) believe that implementing a different work schedule is in the best interest of the Employer and the Union. Therefore, the parties have agreed to amend the Collective Bargaining Agreement for the period January 1, 2014 through December 31, 2014.

The Employer and the Union have agreed to the following:

ARTICLE 2 – RECOGNITION:

Section 2.02 shall be amended as follows:

Full-time employees are those who are regularly scheduled to work ~~forty hours per week~~ **eighty hours per pay.**

This is the only proposed change for Article 2 – Recognition.

ARTICLE 12 – SENIORITY:

Section 12.02 shall be amended as follows:

Watch: ~~In September of each year~~ **Following the execution of this Memorandum,** members shall select their shift assignment by seniority. Shift selections shall go into effect at the beginning of ~~the next work schedule after~~ January.

This is the only proposed change for Article 12 – Seniority.

ARTICLE 13 – HOURS OF WORK / OVERTIME / COURT TIME:

Section 13.01 shall be amended as follows:

For the purpose of this agreement, a work day shall normally consist of ~~either eight (8) or twelve (12)~~ **either eight (8) or twelve (12)** scheduled consecutive hours in a twenty-four (24) hour period commencing with the start of a shift. A normal work week for full-time employees shall normally consist of ~~either thirty-six (36) or forty (40)~~ **either thirty-six (36) or forty (40)** scheduled hours within a calendar week. **A normal pay period for a full time employee shall normally consist of eighty (80) hours.**

Employees shall work one of two shifts:

Day Shift: From 0600 to 1800 or

Night Shift: From 1800 to 0600

Section 13.02 shall be amended as follows:

1. Time and one-half (1 ½) for all hours of duty in excess of ~~eight (8)~~ **twelve (12)** in one (1) day, or forty (40) in a work week.
2. When insufficient volunteers are available, the hours will first be offered to the most senior employee at the top of the rotational list who are assigned to the shift but not already scheduled ~~the least senior employee already working shall be required to work the overtime.~~ **If the most senior employee does not agree to work, the hours will be offered to the next person on the list and so on. Should no one accept the hours, the least senior employee for that rotation will be forced to work the hours.**

These are the only proposed changes for Article 13 – Hours of Work/Overtime/Court Time.

ARTICLE 16 – SHIFT DIFFERENTIAL PAY:

Section 16.01 shall be amended as follows:

Differential pay will be accorded to employees who are assigned to work ~~on any shift which begins before 0600 hours or after 1400 hours on any calendar day~~ **the Night Shift from 1800 to 0600.**

Section 16.02 shall be amended as follows:

Shift differential pay shall be ~~\$.30 per hour for the 2nd shift and \$.40 per hour for the 3rd shift~~ **\$.40 for the Night Shift from 1800 to 0600.**

Section 16.04 shall be amended as follows:

If the employee is assigned to work a shift that begins before 0600 hours of after ~~1400~~ **1800** hours on any calendar day and works overtime hours contiguous to that shift, shift differential pay shall be paid for all overtime hours worked.

These are the only proposed changes for Article 16 – Shift Differential Pay.

ARTICLE 20 – HOLIDAYS:

Section 20.02 Pay for Holidays - shall be amended as follows:

Employees shall be paid eight (8) hours pay at the applicable straight time rate for each of the holidays declared in Section 22.01 above whether or not they worked the holiday.

Employees covered by this Agreement who are required to work on a holiday shall be paid double time for all hours worked. ~~plus eight hours at the straight time rate for holiday pay.~~

Section 20.04 shall be amended as follows:

In addition and annually, each covered employee shall be entitled to ~~four (4) personal paid days~~ **thirty-six (36) hours** of paid leave off with the permission of his/her supervisor which permission shall not be arbitrarily withheld. These ~~days~~ **hours** are to be taken within the year (defined as calendar year) earned or they will be forfeited.

Section 20.05 – Designated Days - shall be amended as follows:

On any day or partial day designated by the county commissioners or his/her designee as a day or partial day off for County employees, employees covered by this Agreement will be given the ~~day or partial day~~ **same number of hours off** if scheduling permits, or equal compensatory time at a later date.

These are the only proposed changes to Article 20 – Holidays.

ARTICLE 23 – SICK LEAVE:

Section 23.08 shall be amended as follows:

SICK LEAVE USED:	PERSONAL DAYS HOURS AWARDED:
8-0 12 hours or less	2 personal days 24 hours of personal leave (or pay)
16 24 hours or less	1 personal day 12 hours of personal leave (or pay)

Section 23.10 shall be amended as follows:

Any employee who has accumulated at least 500 hours of sick leave credit may, during any calendar year, convert any excess thereof up to a maximum of ~~fifteen (15) calendar days~~ **one hundred and twenty (120) hours** of sick leave to vacation leave on the basis of ~~sixteen (16) hours of two (2) sick leave days for eight (8) hours of one day's~~ **sixteen (16) hours of two (2) sick leave days for eight (8) hours of one day's** vacation leave.

Section 23.13 Procedure for Sick Leave Abuse / Pattern Abuse Discipline, B shall be amended as follows:

B. An employee who reports off (due to personal illness or physical incapacity) shall not be able to volunteer to work overtime for ~~sixteen (16)~~ **twenty-four (24)** hours from the end of the shift that they reported off sick.

These are the only proposed changes to Article 23 – Sick Leave.

ARTICLE 26 – MATERNITY LEAVE:

Section 26.03 shall be amended as follows:

The biological mother and father shall receive ~~six (6) days~~ **forty-eight (48) hours** of paid leave immediately subsequent to the birth of a child.

This is the only proposed change to Article 26 – Maternity Leave.

ARTICLE 27 – BEREAVEMENT LEAVE:

Section 27.01 shall be amended as follows:

Pay for Bereavement Leave – A leave of absence of ~~five (5) working days~~ **forty-eight (48) working hours** (with full normal pay) to make funeral arrangements and attend the funeral of a member of the immediate family, to include spouse, child or parent.

A leave of absence of ~~three (3) working days~~ **twenty four (24) hours** (with normal pay) shall be granted to an employee by the Director to make funeral arrangements and attend the funeral of parents-in-law and other relatives of persons with whom the employee maintains in loco parentis, living in the same household as the employee at the time of the relative's death, and the employee's brother and/or sister, shall be granted to an employee by the Director.

Section 27.02 shall be amended as follows:

A leave of absence for ~~three (3) days~~ **twenty-four (24) hours** (with full normal pay) shall be granted to an employee to attend the funeral of other immediate family members, to include grandparents, grandparent-in-law, grandchild, half-brother, half-sister, son-in-law, daughter-in-law, brother-in-law and sister-in-law (spouse's sibling or sibling's spouse), shall be granted by the Director.

Section 27.03 shall be amended as follows:

Leave of absence of ~~one (1) day~~ **twelve (12) hours** shall be granted to an employee to attend the funeral of an employee's aunt or uncle, niece or nephew.

These are the only proposed changes to Article 27 – Bereavement Leave

ARTICLE 39 – SHIFT TRADE:

Section 39.02 shall be amended as follows:

During a mutually agreed upon shift trade by two (2) employees, no overtime shall be paid to either employee due to working more than ~~eight (8)~~ twelve (12) hours in a twenty-four (24) hour period as a direct result of the shift trade hours worked.

If it is found that there are provisions in the Collective Bargaining Agreement which have not been addressed in this Memorandum of Understanding, the parties agree to notify each other and schedule a meeting to discuss and resolve as soon as possible.

The parties agree to meet to discuss this Memorandum of Understanding in June of 2014 to identify any issues or concerns.

FOR THE EMPLOYER:

Luigi A. Wat

Sam Alt

Edward W. Olson

Lisa Burdino

12/5/2013

Date

FOR THE UNION:

Erin A. King

Tracy Kader

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF: }
 }
FRATERNAL ORDER OF POLICE, } CASE NO.(S): 11-MED-09-1102
OHIO LABOR COUNCIL, INC., } (EMA)
EMPLOYEE ORGANIZATION, }
 }
and, }
 }
RICHLAND COUNTY COMMISSIONERS, }
EMPLOYER. }
 }
 }

FILING OF COLLECTIVE BARGAINING AGREEMENT
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of an addendum and amendment to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted



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