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**AGREEMENT BETWEEN THE
WAYNE COUNTY COMMISSIONERS
AND
THE OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION — DISPATCHERS' UNIT**

Case No. 2010-MED-08-0952

**Effective November 1, 2010
Expires October 31, 2013**

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ARTICLE 1 AGREEMENT

Section 1.1. This agreement is made and entered into by the Wayne County Commissioners, hereinafter referred to as the “Commissioners,” “Appointing Authority,” or as the “Employer,” and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the “Union,” and has as its purpose the following: to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in entirety the full and complete understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2 UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time in and holding the classifications of Dispatchers, Communications Officer, and Lead Communications Officer.

Section 2.2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

Section 2.3. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 3 UNION REPRESENTATION

Section 3.1. An employee selected by the Union to act as Union representative for the purpose of processing grievances under the grievance procedure shall be known as a steward. The steward may have an alternate steward to act as steward in the absence of the regular steward.

Section 3.2. The Employer agrees to admit not more than two (2) non-employee Union representatives to the Employer's facility during the Employer's normal office business hours Monday through Friday. Upon entering, such non-employee Union representatives shall identify themselves to the Employer or his designated representative. Non-employee Union representatives shall be admitted for the purposes established within this agreement and shall only be permitted in the areas of the facility designated by the Employer or his designated representative.

Section 3.3. The Union shall notify the Employer, in writing, of the names of the steward and non-employee representatives before they will be recognized by the Employer.

For the purpose of this article, appropriate Union representative business is defined as:

- A. representation of a member at any step of the grievance;

- B. representation of a member at a disciplinary conference; and
- C. attendance at meetings between the Union and the Employer where their attendance is requested.

The steward shall be permitted reasonable time off with pay to conduct appropriate Union representative's business as defined in this section.

Section 3.4. Rules governing the activity of the Union steward and alternate are as follows:

- A. the steward, or alternate, must provide advance notice to his/her dispatch supervisor before beginning Union activities;
- B. the steward, or alternate, shall identify the reason for the request at the time Union activity time is requested;
- C. the steward, or alternate, shall not conduct Union activities in any work area without notifying the dispatch supervisor or designee of the nature of the Union activity;
- D. the steward, or his alternate, shall cease Union activities immediately upon the reasonable order of management;
- E. failure to comply with such order may result in disciplinary action if it is found that the Union steward or alternate is abusing the rules of this section.

Section 3.5. Any changes made in the stewards, alternate stewards, or officers shall be furnished to the Employer before being recognized by the Employer.

ARTICLE 4 UNION SECURITY AND DUES CHECK-OFF

Section 4.1. The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this agreement appropriately within the bargaining unit.

Section 4.2. The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only, and no other organization shall be granted such rights.

Section 4.3. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The employees will sign the Payroll Deduction Authorization Form along with a copy provided to the Dispatch Supervisor in order to receive dues checkoff. The Dispatch Supervisor will send an authorization form and a copy to the County Auditor's office. Upon receipt of the proper authorization form, the Auditor will deduct

Union dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the Employer. Payroll Deduction Authorization Form, Appendix A, shall be provided by the Union, through Union officials.

Section 4.4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.5. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the voluntary check-off authorization in accordance with its terms or with applicable law.

Section 4.6. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4.7. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 4.8. The County Auditor may establish procedures for deducting dues which shall not be unreasonable or cumbersome. Deductions shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 4.9. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement, unless an eligible employee certifies in writing, during the time period allotted under Section 5 of this article, that the dues check-off authorization has been revoked, at which point the dues deduction will cease to be effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer, and a copy of the written revocation shall be forwarded to the Union.

Section 4.10. The Employer agrees to remit a warrant in the aggregate amount of the deduction to the Ohio Patrolmen's Benevolent Association.

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 5.1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive Appointing Authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed;
- C. to determine the department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty due to lack of work or lack of funds;
- E. to promulgate and enforce reasonable work rules, policies, and procedures;
- F. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- G. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. to determine the necessity to schedule overtime and the amount required thereof;
- I. to determine the department's budget and uses thereof; and,
- J. to maintain the security of records and other pertinent information.

**ARTICLE 6
EMPLOYEE RIGHTS**

Section 6.1. An employee may request an opportunity to review his personnel file at a mutually agreeable time during normal business office hours. The employee may have a representative of the Union present when reviewing his file. The Employer shall have a representative present at the time of the review.

A request by an employee for one (1) copy of any document contained in the employee's personnel file shall be honored by the Employer at no cost to the employee.

An employee may grieve the inappropriateness of any documents contained in his personnel file.

Section 6.2. Any complaint by a citizen which may result in suspension, reduction, or termination of an employee shall be reduced to writing and signed by the complainant. The Employer will provide a copy of the departmental complaint to the employee at least twenty-four (24) hours prior to the scheduled starting time of any predisciplinary conference, and will provide a copy of the citizen's complaint at the predisciplinary conference.

ARTICLE 7 NO STRIKE/NO LOCKOUT

Section 7.1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Wayne County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the Employer shall have the option of canceling any article, section, or sub-section of this agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section "A" of this article.

ARTICLE 8 DISCIPLINARY PROCEDURE

Section 8.1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position, fined (not in excess of five [5] days paid leave), suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause.

An employee who is given a working suspension shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary actions.

Section 8.2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance shall be cause for disciplinary action.

Section 8.3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 8.4.

- A. Whenever the Employer or his designee determines that an employee may be suspended, reduced, or terminated, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.
- B. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his/her defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a predisciplinary conference.
- C. At the predisciplinary conference, the Employer will ask the employee or his/her representative to respond to the allegations of misconduct which were outlined to the employee.
- D. The employee or his representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee and the Employer shall provide a list of witnesses to each other not later than twenty-four (24) hours prior to the predisciplinary conference.
- E. The employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Employer concluding as to whether or not the alleged conduct occurred, and deciding what discipline, if any, is appropriate. A copy of this report will be provided to the employee within five (5) days following the hearing.
- F. Predisciplinary conferences will be held by a County supervisor who will be selected by the Employer, or his designee, from those supervisors not directly in the chain of command of the employee.

G. The decision of the administrator may be appealed by filing a grievance at Step 2 of the grievance procedure within five (5) working days of receipt of the decision.

Section 8.5. Records of disciplinary action shall cease to have force and effect for internal department purposes (i.e., discipline and promotion) according to the following schedule, provided there have been no intervening disciplinary actions taken during this same time period:

Groups 1 and 2	—	twenty-four (24) months
Group 3	—	forty-eight (48) months

Section 8.6. The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner.

Section 8.7. No employee shall be required to take a polygraph or voice stress examination as a condition of retaining employment. Nor shall an employee be subject to discipline for refusal to take such a test.

Section 8.8. Lost pay disciplinary action may be appealed through the grievance and arbitration procedure. Disciplinary action not involving lost pay may be grieved through the grievance procedure, but is not subject to the arbitration procedure.

Section 8.9. Any employee charged with or under indictment for a felony, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

ARTICLE 9 UNION LEAVE

Section 9.1. The Union steward or delegate to conventions or conferences of the Union who are in the bargaining unit shall be granted time off without pay for the purpose of participating in such conventions. In lieu of time off without pay, said employees may elect to take accumulated compensatory time or approved vacation leave for such meetings. The employee must request such time off thirty (30) calendar days prior to any such meeting to the Employer. Such leave shall not exceed a total of five (5) working days per calendar year for the unit.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day

activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 10.2. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the agreement.

Section 10.3. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one (1) member selected by such group will process the grievance.

Section 10.4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management's answer at the last completed step.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. A grievance involving suspension or discharge shall be initiated at Step 2, Commissioners.

Section 10.5. The written grievance shall be submitted on the grievance form attached as Appendix B, and shall contain the following information:

1. aggrieved employee's name;
2. aggrieved employee's classification;
3. name of the employee's immediate supervisor;
4. date and time of the incident giving rise to the grievance;
5. date and time the grievance was first discussed;
6. date grievance was filed in writing at Step 1;
7. a statement as to the specific articles and sections of the agreement violated;
8. a brief statement of the facts involved in the grievance; and
9. the remedy requested to resolve the grievance.

Section 10.6. The time limitations provided for in this article may be extended by mutual agreement between the Employer and Union; working days, as used in this article, shall not include Saturdays, Sundays, or holidays.

Section 10.7. Each grievance shall be processed in the following manner:

Informal Step. An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance, to the attention of the employee's Dispatch Supervisor. The Dispatch Supervisor shall discuss the grievance with the employee and within two (2) work days of their discussion provide a written response to the employee.

If the employee is not satisfied with the response given by the Dispatch Supervisor, the employee shall within five (5) working days from the date the response was received reduce the grievance to writing on the form provided by the Employer and submitted at Step 1.

Employees wishing to file a grievance may do so by obtaining a Grievance Form from the Union steward.

Step 1. Justice Center Board. The Board or designee upon receipt of a written grievance shall schedule a formal meeting between him/herself and the employee filing the grievance. The Board or designee shall make a complete and thorough investigation of all the alleged allegations contained in the grievance. Within five (5) days after receipt of the written complaint, the Board or designee shall provide the employee with a written response to the grievance. If the employee is not satisfied with the written response received from the Board or designee, the employee may within five (5) working days pursue the grievance to Step 2 of the procedure.

Step 2. Wayne County Commissioners Or Designated Representative(s). The Wayne County Commissioners or designated representative(s), upon receipt of a written grievance, shall schedule a formal meeting between the Board of County Commissioners or designated representative(s) and the employee filing the grievance. The Board of County Commissioners or designated representative(s) shall make a complete and thorough investigation of all the allegations contained in the grievance. Within ten (10) days after receipt of the written grievance, the Board of County Commissioners or designated representative(s) shall provide the employee with his/her written response to the grievance.

Step 3. Arbitration.

A. Within five (5) working days after the Board of County Commissioners' or designated representative's response, the grievant(s) may refer the grievance to an arbitrator by giving written notice to the Board of County Commissioners or designated representative(s) and to the American Arbitration Association (AAA). The notice to AAA shall specify that the arbitrators are to be members of the National Academy of Arbitrators and residents of the State of Ohio. Once the AAA submits the panel of arbitrators to the parties, the arbitrator shall be selected by the alternate strike method from the list of names submitted by the AAA. The grievant(s) shall be the first to strike, followed by the Board or its representative, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. The striking of the arbitration panel will occur within ten (10) days after the AAA mails the panels to the parties. All other procedures relative to the hearing shall be according to the rules and regulations of the AAA. Prior to striking names, each party may once reject the list and submit a request for another list from the AAA.

- B. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties at the hearing.
- C. The decision of the arbitrator shall be binding on both the Employer and the Union. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching this determination. Issues involving Article 17, Health and Safety, shall be limited to interpretation of specific contract language. The arbitrator shall have no authority to apply safety standards not available in this agreement.
- D. The costs of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in what proportion the parties shall share the costs.

Section 10.8. An employee may choose one (1) other employee or Union representative to accompany him/her in Step 1 through Step 3 of the procedure. An employee requested to appear at the arbitration hearing by either party as a witness shall attend without the necessity of a subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance as a witness exceed five (5) employees. An employee attending such a hearing shall suffer no loss of straight time hourly earnings.

ARTICLE 11 PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 11.1. The provisions of this agreement shall be applied equally to all applicants for employment as well as to all employees in the bargaining unit. No person or persons or agency responsible to the Employer, nor the Union and its officers and members, shall discriminate against any employee based on the following: age, sex, race, religion, national origin, ancestry, military status, genetic history, or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 11.2. 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 11.3. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 11.4. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the

Union or its representatives against any employee exercising the right to abstain from membership in the Union.

Section 11.5. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, restraint, or coercion.

ARTICLE 12 LAYOFF AND RECALL

Section 12.1. In case a layoff of bargaining unit employees is anticipated, the Employer will notify the Union fourteen (14) days in advance of the effective date of the pending layoff. The Employer and the Union shall meet to discuss possible alternatives.

Section 12.2. In the event the Employer determines that layoffs are necessary, affected employees shall receive a notice ten (10) calendar days prior to the effective date of the layoff.

Section 12.3. In the event of a layoff of bargaining unit employees, the employee with the least departmental seniority shall be placed on layoff first.

Recall from layoff shall be in reverse order of layoff. Employees may only be recalled to positions for which they have the training and qualifications to assume.

Section 12.4. Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, as provided herein, to the last mailing address provided by the employee.

The recalled employees shall have five (5) working calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) calendar days following the receipt date of such notice to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 12.5. A laid off employee(s) shall retain recall rights for a period not to exceed one (1) calendar year following the effective date of layoff. Upon returning to work, an employee must be able to perform the essential functions of the position at the time of recall.

ARTICLE 13 SICK LEAVE

Section 13.1. 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. The maximum time accumulated shall not exceed one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 13.2. An employee who transfers from another public agency to the Wayne County Dispatch Center, or who has prior service with a public agency, shall be credited for up to a

maximum of two hundred and forty (240) hours of sick leave earned with the other public agency at the time the employee transfers to or is hired by the Wayne County Board of Commissioners. Deduction shall be made for any payment or credit given by the previous public agency in lieu of the employee taking sick leave. The previously accumulated sick leave of an employee who has been separated from public service shall be placed to his credit upon his reemployment in Wayne County provided such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

For purposes of this article, public agency shall include a state agency, county agency, municipality, or board of education.

Section 13.3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a family or medical leave or other unpaid leave in accordance with the terms of this agreement.

Section 13.4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 13.5. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. illness or injury of the employee;
 2. death of a member of his immediate family;
 3. medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-work hours;
 4. if a member of the immediate family is afflicted with a contagious disease or requires the care and attention of the employee or 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.
- B. 1. Three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, loco parentis, father-in-law, mother-in-law, grandparents, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouse's grandparents. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the

consecutive work days will be scheduled with the approval of the employee's immediate supervisor.

Section 13.6. 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 13.7. Notification by Employee. When an employee is unable to work, he/she shall notify his/her immediate supervisor or other designated person one (1) hour before the time he/she is scheduled to report to work on each day of absence, unless extraordinary circumstances make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 13.8. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 13.9. Practitioner Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed practitioner notifying the Employer that the employee was unable to perform his/her duties.

Where the employee is absent for three (3) or more days due to illness, or if the Board determines that there is a pattern of abuse of sick leave, the employee shall be required to furnish a statement from a licensed practitioner notifying the Employer that the employee was unable to perform his/her duties.

Section 13.10. Practitioner Examination. The Employer may require an employee to take an examination, conducted by a licensed practitioner qualified in the relevant area and 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 County.

ARTICLE 14 LEAVES OF ABSENCE

Section 14.1. Pregnancy and Maternity Leave. Leave due to pregnancy and maternity purposes of the employee shall be treated in the same manner as illness or injury in accordance with Article 13, Sick Leave, of the agreement. An employee requesting maternity or disability leave will be permitted to use any accrued but unused vacation time or compensatory time before going on maternity or disability leave.

Section 14.2. Leave of Absence Without Pay. The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months. Leave may be granted for a maximum period of two (2) years for the purposes of

education, training, or specialized experience which would be of benefit to the Employer by improved performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Union and the Employer. If it is found that the leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge.

Section 14.3. Failure to Return From Leave of Absence. An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his representative, may be terminated from employment.

Section 14.4. Military Leave. Employees who are members of the Ohio National Guard, the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days, or one hundred and seventy-six (176) hours.

Section 14.5. The employee is required to submit to the Appointing Authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which pay may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

Section 14.6. Any employee called or ordered to the uniformed services for longer than a month in a calendar year because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code, is entitled, during the period designated in the order or act, to a leave of absence, and to be paid during each monthly pay period of that leave of absence, the lesser of the following:

- A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;
- B. five hundred dollars (\$500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

Section 14.7. A "permanent public employee" will be granted a leave of absence without pay to be inducted or to otherwise enter military service. For the purpose of this provision, a "permanent public employee" means an employee who holds a position with the Employer that requires him to

work a regular schedule of twenty-six (26) consecutive bi-weekly pay periods and which is not limited to a specific season or duration.

Section 14.8. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he/she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 14.9. An employee who reenlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 14.10. A veteran separated or discharged under honorable conditions must make application for reemployment to the former position within ninety (90) days from the date of release from service; or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years. The following procedures apply:

- A. Reinstatement must be accomplished “promptly” (normally within thirty [30] days) after application is received by the Appointing Authority;
- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment if such is available at the time;
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his/her physical condition; and
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - 1. sick leave — that amount which had been accumulated at the time of entering service;
 - 2. vacation leave — time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;
 - 3. automatic salary adjustments; and
 - 4. any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

Section 14.11. Non-Job Related Court Leave. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any jury duty by the

United States, the State of Ohio, or a political subdivision. All compensation received for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

It is understood that an employee released from jury duty prior to the end of his/her scheduled work day shall report to work for the remaining hours, except for those employees assigned to the midnight to 8:00 a.m. shift.

Section 14.12. Paternity Leave. Employees shall be granted sick leave for the care of the employee's wife and family during the post-natal period. A limit of four (4) consecutive days shall be authorized for post-natal care. Employees shall submit a written request to the Employer as far in advance as is reasonable for paternity leave.

Section 14.13. A medically or psychologically incapacitated employee who has successfully completed his probationary period, and who has exhausted all accumulated sick leave, may request a disability leave without pay for a maximum of twelve (12) months. Such request shall be submitted in writing to the Employer, and must be accompanied by a licensed practitioner's signed statement verifying the need for the leave and the probable date on which the employee will be able to return to full service.

The disability leave will end on the date the licensed practitioner releases the employee to return to full duty, or at the expiration of the twelve (12) month period, whichever occurs first. If the employee is unable to return to work at the end of the twelve (12) month period, he shall be separated from service.

Section 14.14. Family and Medical Leave. The parties agree to comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA). The parties further agree that the Employer reserves the right to develop policies in order to implement the FMLA, and that such policies shall not conflict with any terms and conditions of this agreement.

ARTICLE 15 CONVERSION OF UNUSED SICK LEAVE

Section 15.1. Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with the County, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave.

Section 15.2. In addition to the conversion of unused sick leave upon retirement as addressed in Section 15.1 above, effective January 1, 2008, an employee with at least twenty-five (25) years of service under any retirement system may elect to convert up to eighty (80) hours of sick leave per

year. This conversion will result in the employee receiving payment for these hours, and having his sick leave account reduced by the hours converted. Only eligible employees may elect this conversion. Eligibility and the rules regulating conversion are as follows:

1. The employee must have at least ten (10) years of service with Wayne County, Ohio. (Wayne County, Ohio, being defined for this purpose as “the political subdivision organized pursuant to Chapter 301 of the Ohio Revised Code and known as Wayne County.”) Re-employed retirees will have as their service date for calculation of the ten (10) years of service with Wayne County the first date of employment with the County after their retirement.
2. In order to convert sick leave, the employee must have, at the time of application, a minimum balance of nine hundred sixty (960) hours of accumulated sick leave, plus the amount he wishes to convert. (For example, an employee must have a balance of one thousand forty [1,040] hours of sick leave accumulated to convert eighty [80] hours.)
3. Conversion of sick leave will result in a permanent deduction of the converted hours from the employee’s sick leave balance. Conversion will not affect an employee’s eligibility for sick leave payment upon retirement in accordance with Section 1 of this article.
4. Additional sick leave accrual will not be earned from converted sick leave. Standard deductions as required by law, including OPERS deductions, will be made.
5. Converted hours will not count as “hours worked” in the week paid out for the purpose of calculating overtime.
6. Employees are responsible for initiating the conversion process by annually completing and submitting to the Employer a “Leave Conversion Request Form.” This request form must be completed by the employee and submitted to the Employer no later than December 1 of the year prior to the actual conversion. The employee will receive the payout on the second pay of the following year.

ARTICLE 16 SENIORITY

Section 16.1. Seniority shall accrue to all employees in accordance with the provisions of this Agreement. Employees shall be entitled to exercise their seniority rights in accordance with the specific terms and conditions of this Agreement.

Section 16.2. “Seniority” shall in all applications be computed on the basis of uninterrupted length of continuous service with the bargaining unit. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

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

ARTICLE 17 HEALTH AND SAFETY

Section 17.1. 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 working methods 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. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that the safety rules and safe working methods are followed by his employees. Employees must also report all job-related injuries at the time of the injury or within twenty-four (24) hours, unless there are extenuating circumstances.

Section 17.2. During the term of this agreement, the Employer may develop and implement any policies needed to comply with applicable health and safety regulations.

ARTICLE 18 SCHEDULING

Section 18.1. The shift preference schedule will be posted every six (6) months. Every new schedule will be posted no less than fifteen (15) days prior to it going into effect. Requests for shift preference can be submitted prior to posting; seniority and ability shall be taken into consideration in all scheduling. Once a schedule is posted, it shall not be changed except for reasons of emergency as determined by the Division Commander or by agreement of the employee(s) and supervisor.

ARTICLE 19 PROMOTIONS

Section 19.1. The Employer retains the sole discretion to determine which positions are vacant, when they shall be considered vacant, which vacancies it will fill, and when it will fill the positions. The parties agree that appointments to the position of Lead Communications Officer shall be filled in accordance with this article.

Section 19.2. Posting Of Vacancies. Whenever the Employer determines that a permanent vacancy exists for the position of Lead Communications Officer, a notice of such vacancy shall be posted on the employee's bulletin board for fifteen (15) calendar days. During the posting period any employee with at least three (3) years seniority 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 that do not meet the minimum qualifications for the job.

The testing procedure is described in the Letter of Understanding on Testing Procedure.

ARTICLE 20 MISCELLANEOUS

Section 20.1. Pay Period.

- A. There are twenty-six (26) pay periods per year. All employees are to be paid every other Friday for the two (2) week pay period ending two (2) weeks prior to the payday. The biweekly payroll period for employees extends from 12:01 a.m. Sunday through 12:00 midnight the second Saturday.
- B. If a holiday occurs on a Friday on which a payday falls, paychecks will be issued on the preceding Thursday, except under extenuating circumstances, in which case paychecks will be issued on the following Monday.
- C. The Board of County Commissioners or designee is to receive any questions regarding an employee's pay and is responsible for making the necessary explanations or inquiries to resolve the matter.
- D. Pay advances of any kind are not permitted.
- E. A written statement, signed by the employee, must be given to the Board of County Commissioners or designee prior to the Board or designee issuing a paycheck to any person other than the employee. Such statement must explicitly authorize that person to pick up the employee's paycheck in lieu of the employee.

Section 20.2. Expense Reimbursement. Bargaining unit employees are to receive reimbursement for expenses incurred while traveling on official Employer business. Employees are eligible for expense reimbursement only when travel has been authorized, in writing, by the employee's Appointing Authority. Expenses shall be reimbursed in the following manner:

- A. Mileage, Parking, and Tolls:
 - 1. Employees shall be reimbursed for actual miles while on official County business, at the rate established by the Board of County Commissioners, when using personal rather than the Employer's vehicles. Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling on the same trip, in the same automobile.
 - 2. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.

3. No expense reimbursements are paid for travel between home and office.
- B. Meals: Expenses incurred for meals while on official County business will be reimbursed at actual cost, with the approval of the Appointing Authority. An employee is eligible for such reimbursement only when travel has been authorized by his/her Appointing Authority, and when travel extends through a normal meal period.
- C. Overnight Expenses: Expenses covering the actual cost of a motel room will be reimbursed in full when an employee travels out of the County on official Employer business and such travel requires an overnight stay. Motel expenses will be reimbursed only with prior authorization by the employee's Appointing Authority.

Section 20.3. Outside Employment.

- A. Under no circumstances shall a bargaining unit employee have other employment which conflicts with the policies, objectives, and operations of their Employer's office. In addition, an employee shall not become indebted to a second employer whose interest might be in conflict with those of the Wayne County Commissioners.
- B. Employment "conflicts," as set forth in the policy, shall mean when a second job impairs the employee's ability to perform the duties of his/her position with the County.
- C. Full-time employment by Wayne County Board of Commissioners shall be considered the employee's primary occupation, taking precedence over all other occupations.
- D. Prior to accepting "outside" employment, an employee shall notify his/her Appointing Authority, in writing, of his/her intention to be employed in a secondary job. The Appointing Authority shall determine whether the "secondary job" presents a conflict with the Employer's policies, objectives, interests, and/or operations.
- E. "Outside" employment, or "moonlighting," shall be a concern to the Appointing Authority only if it adversely affects the job performance of the employee's position with the Wayne County Commissioners.

Two (2) common employment conflicts which may arise are:

1. Time conflict: Defined as when the working hours required of a "secondary job" directly conflicts with the scheduled working hours of an employee's job with the Employer; or when the demands of a "secondary job" prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with the Employer.
2. Interest conflict: Defined as when an employee engages in "outside employment" which tends to compromise his/her judgment, actions, and/or job performance with the Employer.

- F. Should an Appointing Authority feel that an employee's outside employment is adversely affecting the employee's job performance with the Employer, the Appointing Authority may recommend, but may not demand, that the employee refrain from such activity. However, any infraction of this section, or other specific offense which is the direct or indirect result of an employee's participation in outside employment, shall be disciplined in such a manner that is consistent with the policy of the County.

Section 20.4. Alcoholism and Drug Abuse. The Employer recognizes alcoholism and drug abuse as a disease, which is treatable, and encourages those employees who suspect that they may have an alcohol/drug problem to seek professional treatment assistance.

- A. For the purpose of this section, an alcohol or drug abuse problem exists, in the eyes of the Employer, when an employee's alcohol consumption or drug abuse begins to interfere with his/her job performance.
- B. This section is intended to assure that no employee with an alcohol or drug problem will have his/her job security, or promotional opportunities, jeopardized by a request for treatment. The individual's rights to confidentiality and privacy are recognized. The pertinent information and records of employees with alcohol or drug problems will be preserved in the same manner as all other medical records.
- C. When the Board of County Commissioners initiates referral for diagnosis and treatment, this should be based strictly on unsatisfactory or deteriorating job performance and/or endangering the health of the employee or others.
- D. It will be the responsibility of the employee to comply with the referral for diagnosis and to cooperate with the prescribed treatment. An employee's refusal to accept diagnosis or treatment, or failure to respond to treatment, will be handled in the same manner as for all other illnesses when job performance continues to be adversely affected.
- E. Implementation of this section will not require, or result, in any special regulation, privileges, or exemptions from the standard administrative practices applicable to job performance requirements.

Section 20.5. Performance Evaluations. Signature of employees shall be required on performance evaluations. Such signing will indicate only that the employee has read the evaluation. No subsequent evaluation comments may be made on record copies once the employee has signed his evaluation. The employee shall have the right to add his response in the form of an addendum.

Employees shall be furnished a copy of his or her evaluation upon request.

Section 20.6. Probation.

- A. Every newly hired employee will be required to successfully complete a required training period. Such training period shall be at least six (6) weeks beginning the first day for which an employee receives compensation from the Employer. A newly hired employee must

successfully complete the training period and be certified by the instructor before beginning their probationary period described in Subsection B herein.

- B. In addition to the above referenced training period, every newly hired employee will be required to successfully complete a required probationary period. The probationary period for such employees shall begin on the first day of work following the completion of the training period and shall continue for a period of six (6) months. A newly hired employee may be terminated at any time during the training period and/or the probationary period and shall have no appeal over such removal.
- C. The Appointing Authority or designee shall use the above referenced periods (A and B) to closely observe and evaluate the work and fitness of employees and to encourage adjustment to jobs and the County service. The Appointing Authority shall retain only those employees who meet acceptable standards during such periods.
- D. Any newly promoted employee shall also be subject to a one hundred twenty (120) day probationary period. Such employee shall be returned to his/her former position within the second half of the one hundred twenty (120) days after promotion when, in the judgment of the Appointing Authority, the employee's fitness and/or quality of work are not such as to merit continuation in the higher level position. In the event the employee is returned to his former classification, he shall be reinstated at his former rate of pay and with no loss of seniority. Such action shall not be considered disciplinary or eliminate the employee from consideration for later advancement. This shall include an employee who moves from a part-time to a full-time status.

Section 20.7. Workers' Compensation Programs. The Union agrees that the Employer reserves the right to implement Workers' Compensation programs during the life of this agreement, provided such programs do not conflict with any terms and conditions of the agreement and provided the Employer notifies the Union and the bargaining unit at least ten (10) days in advance of the implementation of such program(s).

ARTICLE 21 UNION BULLETIN BOARDS

Section 21.1. The Employer agrees to provide one (1) bulletin board at the Justice Center. The space provided for the bulletin board shall be approximately 2' x 4'. The Union agrees that this shall be the only area used by the Union or its members for the posting of notices of Union business.

Section 21.2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. notice of Union meetings;

- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. legislative reports.

All other notices of any kind not covered in “A” through “G” above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the administration; and,
- C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 22 OVERTIME COMPENSATION

Section 22.1. An employee shall be entitled to overtime compensation at one and one-half (1 1/2) times his/her regular rate of pay for time actually worked in excess of forty (40) hours per week, beginning at 12:01 a.m. Sunday.

Section 22.2. For purposes of this article, only time actually worked, legal paid holiday time, vacation leave time, paid personal leave time, and compensatory time shall be considered in calculation of overtime payment. Time spent on paid sick leave, time spent traveling, and time spent overnight on official County business shall not be considered time worked for overtime purposes.

Section 22.3. Employees may elect to use compensatory time off in lieu of monetary compensation for overtime worked, at a time mutually convenient to the employee and the Employer. Compensatory time will not accrue beyond sixty (60) hours.

Section 22.4. All overtime shall be authorized by the Board or designee in advance of the overtime being worked. Unusual circumstances and situations may require employees to work overtime without having prior authorization. Any meetings that occur while the employee is off duty but that the Employer requires the employee to attend shall be identified to the employee at least five (5) calendar days prior to the meeting, except in the case of an emergency or a disciplinary conference. This does not apply to meetings related to employee health care benefits because the Employer does not require employees to attend such meetings.

Section 22.5. Any employee called back to work at a time that does not abut his regularly scheduled shift shall be guaranteed a minimum of two (2) hours pay at the appropriate rate. The guarantee of

two (2) hours does not, however, apply when the employee is called back to correct his own error or to complete an unfinished work assignment.

Section 22.6. An employee who wishes to utilize compensatory time off will normally be required to submit a request in writing to his immediate supervisor at least seven (7) days in advance. However, an employee may be permitted to utilize compensatory time off with less than a seven (7) day request if such time is mutually agreeable to the employee and Employer.

ARTICLE 23 BENEFITS

Section 23.1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, dental insurance, and prescription insurance, pursuant to the plans in effect as of January 1, 2002. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect either single or family coverage.

Section 23.2. The Employer agrees to pay eighty percent (80%) of the monthly cost for those bargaining unit employees who elect to receive health care, dental, or prescription coverage. The employee shall be required to pay the remaining twenty percent (20%).

Section 23.3. Effective January 1, 1999, the Employer shall provide, at no cost to employees, a death benefit in the amount of twenty thousand dollars (\$20,000).

Section 23.4. If, during the life of this agreement, it becomes necessary for the Employer to change carriers or modify coverage, the Employer agrees to meet with the Union in advance of such action for the purpose of discussing the change in carriers and/or modifications of coverage.

Section 23.5. Notwithstanding the provision(s) of Sections 1–4 of this article, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage program(s) during the term of the agreement.

The terms and conditions of such alternative programs shall be determined by the Board of Commissioners. The cost and/or the terms and conditions of said program(s) shall be at the discretion of the Board of Commissioners and may be subject to change.

In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Sections 1–4 herein.

Section 23.6. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 23.7. If the Wayne County Board of Commissioners adopts a plan to pay a monthly amount to those employees who chose to waive health care coverage, bargaining unit employees will be provided with the opportunity to participate in the plan.

**ARTICLE 24
HOLIDAYS**

Section 24.1. Employees shall be entitled to the following paid holidays:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	as designated by the Ohio General Assembly
Independence Day	4th of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday in November
Christmas Day	25th day of December

Section 24.2. Any work performed by an employee on any one of the days listed in Section 1 shall be paid in accordance with Article 22 (Overtime Compensation) of the agreement.

Section 24.3. Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays.

Section 24.4. Each employee shall be entitled to one (1) day of personal leave with pay per year. Each request for personal leave shall, whenever possible, be made at least one (1) day in advance of its intended day of usage (emergency consideration will be given), and must be approved by the employee's immediate supervisor.

An additional personal leave day with pay per year may be utilized under the same eligibility requirements but it shall be deducted from the fifteen (15) sick day entitlement.

**ARTICLE 25
VACATION**

Section 25.1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

Length of Service	Vacation
less than 1 year	none
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

Such vacation leaves shall accrue to employees at the following rates:

Annual Vacation Entitled To	Credited Per Pay Period
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 25.2. When determining vacation entitlement and service time, as outlined in Section 1 of this article, those employees hired prior to October 1, 1990, shall be credited with service time with Wayne County or any other political subdivision of the State of Ohio. For the purpose of vacation accrual, those employees hired on or after October 1, 1990, shall be credited only with service time with Wayne County or any other county in the State of Ohio.

Section 25.3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

Section 25.4. Vacations shall be taken in minimum increments of four (4) hours. However, any vacation day of less than eight (8) hours must be taken at either the beginning or the end of the employee's regularly scheduled shift. An employee who wishes to take vacation between April 1 and December 31 of any year shall request such vacation between January 1 and February 28 of the same year. Vacation requests will be granted on the basis of seniority and in accordance with the workload requirements of the department.

Vacation requests made after February 28 shall be approved on a "first come-first served" basis subject to previously scheduled vacation and workload requirements. Requests to take vacation during the period of January 1 through March 31 shall also be approved on a "first come-first served" basis and in accordance with workload requirements.

The Employer agrees to maintain an annual vacation calendar. Such calendar will reflect vacation leave that has been granted and such calendar will be available to be viewed by employees.

Section 25.5. An employee wishing to change his/her scheduled vacation shall give the Employer two (2) weeks advance notice. All changes in the schedule shall be made on a "first come/first served" basis for those unscheduled and available weeks remaining. The employee shall be notified within two (2) working days of the approval or denial of said vacation request.

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if work load requirements so mandate.

Section 25.6. Once the vacation 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 25.7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 25.8. The maximum accrual of vacation credit is limited to three (3) times the employee's annual entitlement. An employee who reaches maximum accrual shall cease to accrue vacation credit until such time as he/she reduces his/her vacation balance.

Section 25.9. Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

Section 25.10. An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit for the three (3) years immediately preceding the last anniversary date of employment.

In addition to the above, effective January 1, 2008, an employee with at least twenty-five (25) years of service under any retirement system may elect to convert up to eighty (80) hours of vacation leave per year. This conversion will result in the employee receiving payment for these hours, and having his vacation leave account reduced by the hours converted. Only eligible employees may elect this conversion. Eligibility and the rules regulating conversion are as follows:

1. The employee must have at least ten (10) years of service with Wayne County, Ohio. (Wayne County, Ohio, being defined for this purpose as "the political subdivision organized pursuant to Chapter 301 of the Ohio Revised Code and known as "Wayne County.") Re-employed retirees will have as their service date for calculation of the ten (10) years of service with Wayne County the first date of employment with the County after their retirement.
2. In order to convert vacation leave, the employee must have enough vacation leave accumulated at the time of application to cover the number of hours converted up to eighty (80) hours, plus a balance of forty (40) hours that is not converted. (For example, an employee must have one hundred twenty [120] hours vacation leave accumulated in order to convert eighty [80] hours.)

3. Conversion of vacation leave will result in a permanent deduction of the converted hours from the employee's vacation leave balance.
4. Additional vacation leave accrual will not be earned from converted vacation leave. Standard deductions as required by law, including OPERS deductions, will be made.
5. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime.
6. Employees are responsible for initiating the conversion process by annually completing and submitting to the Employer a "Leave Conversion Request Form." This request form must be completed by the employee and submitted to the Employer no later than December 1 of the year prior to the actual conversion. The employee will receive the payout on the second pay of the following year.

Section 25.11. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of such employee shall be paid to his beneficiary, or to his estate.

ARTICLE 26 POLICIES AND PROCEDURES

Section 26.1. The Union recognizes that the Employer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate policies, procedures, and directives, consistent with statutory authority, to regulate the personal conduct of employees when on the job and the conduct of the Employer's services and programs.

Section 26.2. It is the Employer's intention that policies, procedures, and directives should be interpreted and applied uniformly to all employees under similar circumstances.

Section 26.3. It is agreed that where the Employer has determined that written policies, procedures, and directives are necessary, the Employer will make them available to the employees. Copies of newly established written policies, procedures, and directives, or amendments to existing written policies, procedures, and directives, will be furnished to, and discussed with, representatives of the Union, upon the Union's request.

Section 26.4. The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any change in the policies, procedures, and directives. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a copy of the policies, procedures, and directives.

Section 26.5. This section shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

Section 26.6. It is understood that this article does not relieve any employee from following instructions or orders in the normal course of work. Failure to follow such instructions and orders shall be grounds for disciplinary action. The Union waives no right to contest any instructions or orders through the grievance procedure which may be in violation of this agreement.

**ARTICLE 27
WAGES**

Section 27.1. Effective at the beginning of the pay period that includes January 1, 2011, bargaining unit employees shall be paid in accordance with the following schedule:

Classification		Level 1	Level 2	Level 3	Level 4	Level 5
Dispatcher	<i>2011</i>	14.32	14.61	14.90	15.20	15.50
Communications Officer	<i>2011</i>	16.47	16.80	17.14	17.48	17.83
Lead Communications Officer	<i>2011</i>	18.33	18.70	19.07	19.45	19.84

The parties may reopen negotiations on the subject of Article 27 Wages only, for wages/wage schedules to be effective at the beginning of the pay period that includes January 1, 2012, and for wages/wage schedules to be effective at the beginning of the pay period that includes January 1, 2013. A notice to negotiate for such wage reopener may be filed with the State Employment Relations Board no earlier than September 1, 2011, and no later than October 31, 2011. The negotiations pursuant to the reopener shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code except that Section 4117.14(G)(11) shall not apply and is hereby expressly waived by the parties.

Section 27.2. Eligible employees shall be moved from one (1) pay level to the next effective with the first day of the first full pay period following the employee's completion of twelve (12) months in the previous level. However, an exception to the above shall be that upon the completion of two (2) years experience as a dispatcher and upon receiving an above satisfactory performance evaluation, an employee will move to Level 1 of the communications officer classification.

Section 27.3. Each bargaining unit member shall receive six (6) minutes of shift brief time per day for every day they work. Employees shall not be eligible for shift brief pay for days they do not work. Pay for such time shall be at the appropriate rate per the agreement. Shift brief time shall require each bargaining unit member who is coming on shift to begin work six (6) minutes before the start of their dispatching duty shift hours. This six (6) minute period is for the purpose of providing for a smooth transition in dispatching responsibilities from one (1) shift to another and shall require the bargaining unit member whose shift is ending to render a status briefing to the oncoming shift employee.

Section 27.4. The Employer shall continue the contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

The parties agree that should the rules and regulations of the IRS or retirement system change, making the procedure unworkable, the parties agree to return, without penalty, to the former method of Employer/employee contributions.

Section 27.5. Bargaining unit employees shall be entitled to longevity compensation based upon completed years of full-time service with Wayne County as follows:

<u>Length of Completed Service</u>	<u>Annual Longevity</u>
after ten (10) years	\$150.00
after twelve (12) years	\$250.00
after fourteen (14) years	\$350.00
after sixteen (16) years	\$450.00
after eighteen (18) years	\$550.00

The employee's annual longevity payments shall be divided by two thousand one hundred and six (2,106) and added to the employee's hourly rate of pay. Longevity shall not be cumulative, i.e., upon the completion of the applicable number of years of service, an employee shall be eligible for the annual longevity amount for that category only, as set forth above.

ARTICLE 28 WAIVER IN CASE OF EMERGENCY

Section 28.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Wayne County Commissioners, the Wayne County Justice Center Board, 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 the Union's replies on grievances; and
- B. all work rules and/or provisions of agreements and practices relating to the assignment of all employees.

Section 28.2. Upon the termination of the 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 they (the grievance[s]) had properly progressed.

**ARTICLE 29
SEVERABILITY**

Section 29.1. 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. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

Section 29.2. Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for purposes of complying with the Americans With Disabilities Act (ADA) or any other state or federal law relative to handicap or disability discrimination shall not be construed by either party as a violation of this agreement or any provisions herein.

**ARTICLE 30
STATE CIVIL SERVICE REPORTING
AND SPECIFICITY OF AGREEMENT**

Section 30.1. The parties hereby agree that for the purpose of this agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of payroll, personnel actions, or any other type of documentation regarding bargaining unit personnel to the Ohio Department of Administrative Services shall apply to bargaining unit employees. However, the Employer does agree to provide those substantive rights to civil service law, not otherwise modified or removed by this agreement.

Section 30.2. The parties further agree that this agreement supersedes and replaces all pertinent statutes and civil service rules and regulations which it has the authority to supersede and replace. This agreement shall constitute the full and complete understanding between the parties in regard to wages, hours, terms or conditions of employment, and all provisions of Ohio Revised Code sections 9.44, 124.01 through 124.56, 325.19, and 4111.03, which conflict with the specific provisions of this agreement, are replaced by the provisions contained in this agreement.

Section 30.3. It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this labor agreement. However, it is fully understood that this article is not intended to remove any bargaining unit member from the classified civil service status.

**ARTICLE 31
LABOR/MANAGEMENT MEETING**

Section 31.1. In the interest of effective communications, either party may at any time request a Labor/Management meeting by submitting a written request to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A meeting shall be scheduled within ten (10) days of the date the written request is received at a mutually agreeable time, but no more frequently than semi-annually unless

both parties agree to meet more frequently. These meetings shall not be regarded in any form as negotiation meetings.

Section 31.2. The purpose of such meeting shall be limited to:

- A. discuss the administration of this agreement;
- B. notify the Union of changes made by the Employer which affect bargaining unit members;
- C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. discuss ways to increase productivity and improve efficiency;
- F. consider and discuss health and safety matters relating to employees.

Section 31.3. There shall be no more than two (2) bargaining unit employee representatives in attendance at the Labor/Management meeting. There should be no more than three (3) Employer representatives at the meeting.

ARTICLE 32 TRAINING PAY

Section 32.1. Whenever the Employer assigns an employee to assist in the training of a new employee, the trainer employee shall receive a training pay supplement of seventy-five cents (\$.75) per hour for each hour or portion thereof spent training the new employee. Such pay supplement shall be paid the pay day for the pay period in which the training was performed.

Section 32.2. Nothing in this article shall be construed to prevent the Employer from applying standards of performance and conduct to the trainer through evaluation, etc.

ARTICLE 33 UNIFORMS

Section 33.1. The Employer agrees to provide each non-probationary bargaining unit employee with four (4) uniform shirts and three (3) uniform pants. The Employer shall replace such items on an as-needed basis, as determined by the Employer. Representatives of the Employer and the Union shall form a small committee comprised of an equal number of people selected by each party to recommend the style and color of uniforms to the Employer.

ARTICLE 34
DRUG AND ALCOHOL TESTING

Section 34.1. Drug and/or alcohol testing may be conducted on employees upon reasonable suspicion, on a random basis, upon return-to-duty, and on a follow-up basis. Employees selected for random testing shall be sent for the actual test during a time when the employee is regularly scheduled to work.

Section 34.2. All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.

Section 34.3. All alcohol breath tests shall be administered by a trained breath alcohol technician or a law enforcement officer certified to conduct such tests. An alcohol concentration of 0.04 or greater shall be considered a positive result.

Section 34.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.

Section 34.5.

- A. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.
- B. In the event the confirmatory test confirms the results of the first, the Employer will proceed with sanctions as set forth in this article.
- C. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative.

Section 34.6. If the above alcohol and/or drug testing produces a positive result, the employee will be suspended pursuant to the progressive disciplinary procedure. If the employee is suspended, he will also be required to participate in a rehabilitation or detoxification program. The cost of any rehabilitation or detoxification program shall be borne by the employee, unless otherwise covered by the employee's health care insurance.

Section 34.7. An employee who participates in a rehabilitation or detoxification program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation or detoxification program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of alcohol and/or controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his return to work.

Section 34.8. A second positive drug and/or alcohol test result will result in termination of any employee not terminated due to the first positive drug and/or alcohol result.

Section 34.9. The cost of alcohol breath tests and drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty and follow-up tests shall also be at the expense of the employee. Any record of disciplinary action, as a result of a positive drug and/or alcohol test, shall cease to have force and effect sixty (60) months after the employee completes his suspension, provided there has been no intervening disciplinary action taken during this time period. All records pertaining to drug/alcohol test results shall be kept in a confidential manner, except as otherwise required by law.

Section 34.10. Nothing contained in this article shall be construed as a waiver of the Union's right to appeal any disciplinary action.

ARTICLE 35 DURATION OF AGREEMENT

Section 35.1.

A. This agreement shall be effective November 1, 2010, and shall remain in full force and effect until October 31, 2013, unless otherwise terminated as provided herein. The parties further agree that the next wage increase after this contract will take place effective January 1, 2014.

B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by regular mail.

The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

C. 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. The provisions of this agreement constitute the entire agreement between the Employer and the Union and all prior agreements, either oral or written, are hereby cancelled.

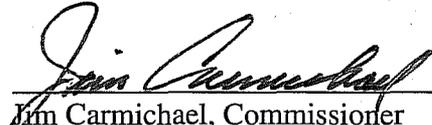
Except where required, or by mutual agreement, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

Section 35.2. This agreement is subject to all applicable federal and state laws, and such rules and regulations or any judicial decisions interpreting them. In the event any provision of this agreement is found to be contrary to the above by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this
19th day of January, 2011.

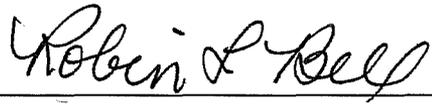
**FOR THE WAYNE COUNTY
BOARD OF COMMISSIONERS**


Jim Carmichael, Commissioner

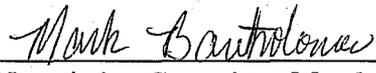

Ann Obrecht, Commissioner

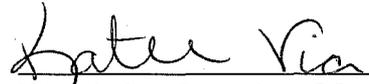

Scott Wiggam, Commissioner

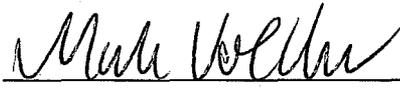

Sheriff Thomas Maurer
Wayne County Sheriff's Office


Robin L. Bell
Consultant to the County

**FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**


Negotiating Committee Member


Negotiating Committee Member


Mark Volcheck, OPBA Representative

APPENDIX A
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Application For Membership And Authorization For Dues Deduction

I hereby request and accept membership in the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION and authorize said Association to represent me and in my behalf negotiate and conclude any and all agreements as to wages, hours, and other conditions of my employment. This full power and authority to act for the undersigned supersedes and cancels any power and authority heretofore given any person or organization to represent me. I agree to be bound by the constitution and bylaws and the rules and regulations of the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.

I authorize the County of Wayne to deduct from my pay initiation fees, dues, and assessments, and any other authorized sums in such amount as may be certified to the County by appropriate officers of the Association and to pay said amount over to the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION. This full power and authority to deduct dues and other authorized sums from my pay in accordance with law supersedes and cancels any power and authority heretofore given to any person or organization.

This authorization is to continue until withdrawn by me in accordance with law.

Name _____ Badge No. _____

Street _____ Rank _____

City/State/Zip _____

Telephone Number _____ Date _____

Department _____ Blood Type _____

Date of Birth _____ Signature _____

APPROVED: _____

**GRIEVANCE APPEAL
STEP 1**

Delivered By Grievant To Justice Center Board Or Designee

Grievant _____ **Date** _____

Received By _____ **Date** _____

Board Or Designee's Answer _____

Board Or Designee _____ **Date** _____

Signature

**GRIEVANCE APPEAL
STEP 2**

Delivered By Grievant To Wayne County Commissioners Or Designee

Grievant _____ **Date** _____

Received By _____ **Date** _____

Wayne County Commissioners' Or Designee's Answer _____

Commissioners'/Designee Signature **Date**

LETTER OF UNDERSTANDING TESTING PROCEDURE

The parties agree that the following testing procedure shall be utilized for promotional opportunities to the Lead Communications Officer position(s) and in accordance with Article 19 contained herein.

Whenever the Employer determines that a vacancy exists and the determination has been made to fill such vacancy, applicants shall be reviewed based on the following criteria:

Qualified applicants shall be scored on a one hundred (100) point scale, with a maximum of forty-five (45) points available through a written test; a maximum of forty-five (45) points available through an interview with the assessment panel; and a maximum of ten (10) points given for seniority. An applicant shall be given/assigned five-tenths (.5) of one (1) point for each year of service as a full-time Dispatcher and/or Communication Officer with Wayne County.

The written test shall be developed by a certified instructor/individual, with its purpose being to evaluate an applicant's knowledge of Communications Operations. The assigned reading list for the examination will be posted along with the posting of the vacancy. The list will include the books and other materials to be utilized in the examination process, and information regarding where copies of the materials can be obtained. The Employer will allow at least forty-five (45) days from the time the vacancy is initially posted until the examination is conducted, in order to permit employees adequate time to prepare for the examination.

The Assessment Panel shall be comprised of:

- The Communication Supervisor;
- The Sheriff or the Sheriff's designee;
- The Emergency Management Agency Director or his designee;
- A member of the bargaining unit, as determined by the Union, who has not applied for the vacant position.

Each member of the Assessment Panel shall have up to forty-five (45) points available to be awarded to each applicant. The points awarded to an applicant will be totaled and divided by four (4) in order to obtain the final assessment score.

After interviewing all applicants, the Assessment Panel shall total the scores of each applicant, utilizing the test score, the assessment score, and the points given for seniority.

Those applicants receiving a score of at least seventy (70) points shall be placed on a selection list with the highest score the first on the list.

**LETTER OF UNDERSTANDING
TESTING PROCEDURE
(CONTINUED)**

The Employer shall select the successful applicant from the top three (3) scores to fill the vacant position. Once the applicant is selected, the fourth (4th) name will move up to third (3rd) place, the fifth (5th) name will move up to fourth (4th) place, and so on.

Once the list has been established, it shall be used to fill future vacancies for a period of one (1) year following the first/original appointment.

The above-referenced procedure shall only be applied when there are at least two (2) applicants. In the event there are no applicants and/or there is only one (1) applicant, the vacant position shall be filled at the sole discretion of the Employer.

Employees who are applicants for the Lead Communications Officer vacancies must have at least three (3) years combined experience as a Dispatcher and Communications Officer in order to be eligible to participate in the above-referenced procedure.

LETTER OF UNDERSTANDING GRIEVANCE PROCEDURE

The Wayne County Commissioners and the OPBA agree to the following procedures that supplement and modify Step 3 - Arbitration of the collective bargaining agreement. The parties agree that this side agreement can be canceled at any time by either party.

1. In the event the parties must select an arbitrator to resolve a grievance, each party will prepare a list of seven (7) arbitrators and will present such list to the other party.
2. If there is more than one (1) name which appears on both lists, the parties will select the arbitrator from those names which appear on both lists through the use of the alternate strike method. If there is only one (1) name that appears on both lists, such person shall be considered the arbitrator.
3. If the above procedure fails to produce an arbitrator, each party will prepare a second list and will repeat the procedure. This process will be completed within ten (10) calendar days after the OPBA notifies the Employer, in writing, of its intent to seek arbitration over the unresolved grievance. If the above procedure fails a second time, the parties will select an arbitrator from a list provided by AAA, in accordance with Section 4 of this letter.
4. Within ten (10) calendar days after notifying the Employer, in writing, of its intent to seek arbitration over the unresolved grievance, the OPBA will request a panel of arbitrators from AAA. The request shall specify that the arbitrators are to be members of the National Academy of Arbitrators and residents of the State of Ohio.
5. The remainder of Step 3 of the labor agreement will remain unchanged.

**LETTER OF UNDERSTANDING
UNIFORMS**

The parties agree that Article 33, Uniforms, will be suspended until the Employer determines that it has the finances to reimplement this provision of the agreement.