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K26818

AGREEMENT BETWEEN  
THE

HOCKING COUNTY 911  
AND THE  
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

SUPERVISORS  
FULL-TIME DISPATCHERS  
PART-TIME DISPATCHERS

EFFECTIVE JANUARY 1, 2011  
THROUGH  
DECEMBER 31, 2013

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**ARTICLE 1**  
**PREAMBLE**

**Section 1.1** This Agreement is made by and between the Hocking County 911 (hereinafter "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter "Union" or "OPBA") in relation to the terms and conditions of employment as set forth in this Agreement for bargaining unit members of the unit covered by this Agreement.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 (A)** **Inclusions.** The Employer recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive representative for all full-time employees who work in the classification of full-time 911 Dispatch Supervisors as certified in SERB Case No. 05-MED-02-0127.

**Section 2.2 (A)** **Exclusions.** All employees employed in classifications not listed in Section 2.1, including but not limited to: part-time employees, full-time employees who work full time in the classification of 911 Dispatcher management level employees, professional employees, confidential employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees not specifically included in the bargaining units described in Section 2.1 above

**Section 2.1 (B)** **Inclusions.** The Employer recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive representative for all full-time employees who work full time in the classification of full-time 911 Dispatchers as certified in SERB Case No. 05-MED-02-0126.

**Section 2.2 (B)** **Exclusions.** All employees employed in classifications not listed in Section 2.1, including but not limited to: part-time employees management level employees, professional employees, supervisory employees, confidential employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees are not specifically included in the bargaining units described in Section 2.1 above.

**Section 2.1 (C)** **Inclusions.** The Employer recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive representative for all part-time 911 Dispatchers as certified in SERB Case No. 05-MED-02-0128.

**Section 2.2 (C)** **Exclusions.** All employees employed in classifications not listed in Section 2.1, including but not limited to: full-time 911 Dispatchers, 911 Dispatch Supervisors, management level employees, professional employees, supervisory employees, confidential employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees not specifically included in the bargaining units described in Section 2.1 above.

**ARTICLE 3**  
**CONFLICT AND AMENDMENT**

**Section 3.1 Conformity to Law.** Unless otherwise specified herein, the parties intend this Agreement to supersede all rules and regulations of the Ohio Department of Administrative Services, the State Personnel Board of Review and all civil service statutes, pertaining to wages, hours, and terms and conditions of employment, including Ohio Revised Code Chapter 124, sections 124.01 through 124.56. The parties agree this Agreement shall also supersede the provisions of Ohio Revised Code Chapter 325, Revised Code § 9.44, and any other provisions of the Revised Code applying to county employees. This Agreement also supersedes all county resolutions, rules, and regulations that directly conflict with provisions of this Agreement. Notwithstanding the foregoing, this Agreement is subject to all applicable state and federal laws and regulations except where the law permits this Agreement to supersede.

**Section 3.2 Revision of Invalid Provisions.** The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to negotiate replacement language on the same matter within thirty (30) days.

**Section 3.3 Amendments to Agreement.** Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and Employer.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**Section 4.1 General Work Rules.** Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Hocking County 911. The rights of the Employer shall include, but shall not be limited to its right to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Hocking County 911 office, its employees and its service to the citizens of Hocking County, Ohio, consistent with the provisions of this Agreement.

**Section 4.2 Management Rights.** The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to, the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the Hocking County 911 Office as a unit of government;
- H. Take actions to carry out the mission of the Hocking County 911 Office as a governmental unit;
- I. Effectively manage the work force;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and,
- P. The right to determine the Hocking County 911's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 4.3 Reserved Rights.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

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

## **ARTICLE 5 DUES DEDUCTION**

**Section 5.1 Dues Deduction.** The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues required by the Union. The Union will notify, in writing, the Employer and County Auditor annually of the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit a written authorization for dues deductions.

**Section 5.2 Indemnification.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of 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 pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the County and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

**Section 5.3 Submission of Dues to Union.** All dues collected shall be submitted to the Union, to the person designated in writing by the Union.

**Section 5.4 Fair Share Contribution.** The Union shall establish a fair share fee not to exceed, on a monthly basis, the monthly Union dues paid by members of the Union.

After completion of the probationary period, an employee, who is a member of the bargaining unit(s) covered by this Agreement, as a condition of continued employment, must either become a member of the Union or pay to the Union a "Fair Share Fee" not to exceed, on a monthly basis, the monthly Union dues paid by members of the Union.

**Section 5.5 Payroll Deduction.** Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employees. Fair share fee deductions and transmittals shall be made in the same manner provided by this Agreement for regular dues deductions.

Fair share fee shall equal regular OPBA dues reduced, in advance, by the payer's proportionate share of all expenses which do not arise, directly, out of the OPBA's duty of fair representation to the employees governed by this Agreement.

Any employee required to pay a fair share fee under this Article may challenge the amount of that fee as set forth in the OPBA challenge and rebate procedure. The Employer's obligation to deduct fair share fee is contingent upon:

- A. The OPBA fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in the OPBA challenge and rebate procedure.
- B. Maintenance of a constitutionally adequate challenge and rebate procedure.
- C. The OPBA may amend its challenge and rebate procedure by providing the employee a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30) calendar day after their actual receipt by the employer.

The OPBA warrants and guarantees that no provision of this Article violates the laws or constitutions of either the United States of America or the State of Ohio. The Employer's financial liability under this Article is limited to deduction and transmittal of fair share fee. The OPBA shall indemnify, save and hold the employer harmless from any claim, actions or proceedings brought by a person or entity as a result of deduction made by the employer pursuant to this Article.

**Section 5.6 Political Contribution.** If a unit member does not wish to contribute that portion of his/her "Fair Share Fee" which is used in support of partisan politics or ideological causes which are not germane to the Union's role in collective bargaining with employer entities, he/she may seek a rebate of this portion of his/her "Fair Share Fee" payment. Once such a rebate is requested and granted, it shall be made monthly until the unit member withdraws his/her request for this rebate.

**Section 5.7 Religious Contribution.** Any unit member who also is a member of, and adheres to, established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, and which is exempt from taxation under the provision of the Internal Revenue Code, shall not be required to join or support financially any employee organization, the employee shall be required, in lieu of a "Fair Share Fee" to contribute a like amount to a non-religious charitable fund exempt from taxation under Section (501) (C) (3) of the Internal Revenue code mutually agreed

upon by the employee and a representative of the employee's organization to which the employee would otherwise be required to pay a "Fair Share Fee". The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipt shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement. This Section shall not be construed as a provision requiring any public employee to become a member of an employee organization as a condition of securing or retaining employment.

## **ARTICLE 6** **NO STRIKE-LOCKOUT**

**Section 6.1 No Strike.** The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the bargaining unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown, sympathy strike, or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action up to and including immediate discharge.

**Section 6.2 No Lockout.** During the term of this Agreement the Employer shall not lock out any member of the bargaining unit.

## **ARTICLE 7** **REPRESENTATION/BULLETIN BOARDS**

**Section 7.1 Employee Representatives.** The Employer agrees to recognize one (1) employee union representative and one (1) alternate for each bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes which may occur. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time.

**Section 7.2 Union Representatives.** The non-employee representative(s) of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 7.3 Bulletin Boards/Inappropriate Material.** The Employer shall provide bulletin board space for use by the employees in the bargaining unit at a mutually

agreed upon location in the facility for the exclusive use by the Unit(s) for the purpose of posting materials. Material posted on the bulletin board shall relate only to the union meetings, union appointments, elections, social events, and reports affecting the employees in the bargaining units.

No partisan or nonpartisan political announcements, posters, stickers, pins, buttons or any other campaign materials shall be posted or placed on the bulletin board. Materials of a derogatory or unprofessional nature shall be removed from the bulletin board.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**Section 8.1 Grievance Policy.** The Employer and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any employee initiating or participating in the grievance procedure.

**Section 8.2 Grievance Defined, Content, Representation.** The term "grievance" shall only mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement. Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals, demotions, or any other disciplinary actions.

Any grievance shall contain: Date and time grievance occurred; detailed description of grievance; specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action; relief requested; signature of grievant(s). It is not intended that the grievance procedure be used to affect changes or modify this Agreement.

Written grievances must be submitted in writing no later than fourteen (14) calendar days following the events or circumstances giving rise to the grievance.

**Section 8.3 Disciplinary Action Defined.** For the purposes of this Agreement, disciplinary action is any reduction in pay and/or position, removal or suspension. Appeals of discipline shall commence at Step Two, unless the parties waive all steps and proceed to arbitration.

#### **Section 8.4 Grievance Procedure.**

A. **Step One - Immediate Supervisor.** A member having an individual grievance must first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within seven (7) calendar days following the events or circumstances giving rise to the grievance. Grievances brought to the supervisor (except as otherwise provided herein) beyond the seven

(7) calendar day limit shall not be considered.

A grievance representative may accompany the grievant to grievance meetings should the grievant request his attendance. Within seven (7) calendar days of the submission of the grievance, the supervisor shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he may pursue the grievance to Step Two.

- B. Step Two – Director. Should the member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or 7 days after the Step One meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Director of Hocking County 911. The Director or his designee shall date the form, accurately showing the date his Office received the form.

The Director or his designated representative shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or or his representative. The Director or his designee and the employee may bring any appropriate witnesses.

Within seven (7) calendar days of the meeting at Step Two, the Director or his designee shall submit to the grievant his written response to the grievance.

- C. Step Three - Arbitration. If the member-grievant is not satisfied with the answer in Step Two, within fourteen (14) calendar days after receipt of the Step Two response; (or 14 days after the Step Two meeting if no response is received) the Union through its attorney may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within fourteen (14) days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the parties may select a mutually acceptable arbitrator. However, in the event that the parties are unable to mutually select an agreeable arbitrator, the Union shall, within this same fourteen(14) day time frame, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service to hear the arbitration. The Request for Panel of Arbitrators shall specify FMCS Ohio arbitrators. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other six (6) names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Service shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties the date,

time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing, and recorded testimony from both parties. The arbitrator shall hear only one grievance at a time, unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

**Section 8.5 Pre-arbitration, Exchange of Information and Mediation.** Either party may request from the other party, information and/or documents related to the grievance. Such request shall be in writing and contain sufficient description so as to permit the other party to understand what information has been requested. The party to whom such request is made shall comply with the request within a reasonable amount of time. A party's request for information shall not be used to harass the other party or to cause delay or prejudice to the arbitration process. Upon consent by both parties, any matter submitted to arbitration may be submitted to a mediator mutually selected by the parties for the purpose of mediating the dispute.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The grievant, the union representative, and employee witnesses, called by either party, who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the Hocking County 911 and the safety of the citizenry of the County are not compromised.

Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the County as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be

whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the date of the event giving rise to the grievance. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Service. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant relief that extends beyond the termination date of this Agreement. It is expressly understood that the decision of the arbitrator, within his function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

**Section 8.6 Timely Processing of Grievances.** Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Such form shall provide for a statement of the grievance and its relevant facts; the particular provision of this Agreement that are alleged to have been misinterpreted, misapplied or violated; and, the remedy sought. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant by mutual agreement in writing.

**Section 8.7 Exclusivity.** This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review shall have no authority over matters subject to this grievance and arbitration procedure. However, in no way shall this exclusivity deny an individual his constitutional rights, and any individual may pursue his constitutional rights; nor may the County or Department be denied its legal rights under the State law.

## ARTICLE 9

### **INVESTIGATION, DISCIPLINE PROCEDURES, PERSONNEL RECORDS**

**Section 9.1 Internal Investigations.** Bargaining unit members required to respond to questions during internal investigations shall be informed of their constitutional rights and responsibilities. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. All members shall be obligated to cooperate in any investigation conducted by the Hocking County 911.

At any time a formal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be made without the knowledge of the bargaining unit member and/or the Employer. If recordings are made, the other party shall be provided a copy.

Any complaints of violation of rules and regulations or of improper conduct that could not result in criminal charge shall be filed within thirty (30) days of the conclusion of the investigation. In the absence of extenuating circumstances, all investigations pursued under this section shall be completed within sixty (60) days of complaint. The member under investigation shall receive written notice of the date of the beginning of the investigation and shall also receive written notice of any required extensions to complete.

Nothing herein shall be construed as restricting members of the bargaining unit from reporting violations of Departmental rules or policy committed by other members of the bargaining unit.

Excluding matters involving criminal investigations, any member who is charged with violating the Department rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time, but not later than the pre-disciplinary conference, to allow the member and/or the Union to conduct an independent investigation of the matter.

In the event a bargaining unit member is relieved of duty at the direction of the Employer with regard to an internal investigation, the member shall be placed on administrative leave until such time as a pre-disciplinary conference is held/waived and the Employer issues a disciplinary decision or, the investigation concludes no wrongdoing on the part of the member and/or the member is returned to full duty. Administrative leave will be the regular rate of pay for the member's pay schedule.

If any of the procedures of this Article are violated, such violations shall be subject to the grievance procedure.

**Section 9.2 Corrective Action.** The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or on or off duty in instances where the employee's conduct violates his oath of office or violates the rules and regulations of the Employer. Forms of disciplinary action are:

- A. Written record of warnings;
- B. Written reprimand;
- C. Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be

forfeited equal to the length of the suspension. Record of suspension will be maintained.);

- D. Reduction in rank or classification;
- E. Discharge.

**Section 9.3 Progressive Action.** The principles of progressive disciplinary action will normally be followed with respect to minor offenses. The progression, where appropriate, may include a written record of warning, a written reprimand, and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination/discharge.

**Section 9.4 Pre-disciplinary Meetings.** Upon completion of an investigation and at least seventy-two (72) hours prior to a pre-disciplinary meeting with the Director or his designee, a member will receive a written statement of proposed charges. At the pre-disciplinary meeting, the charged bargaining unit member or his representative will be allowed to present his defense/response.

A member who is charged, or his representative, may make a written request for a continuance, prior to the pre-disciplinary meeting. Such request will be granted where practical.

Pre-disciplinary meetings will be conducted by the Director or his representative selected by the Employer. The employee may choose to:

- A. Appear at the meeting to present oral or written statements in his defense;
- B. Appear at the meeting and have one (1) chosen representative present oral or written statements in defense of the employee; or;
- C. Elect in writing to waive the opportunity to have a pre-disciplinary meeting.

Failure to elect and pursue one of these three options will be deemed a waiver of the employee's rights to pre-disciplinary meetings.

At the pre-disciplinary meeting, the Employer representative will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee.

At the meeting, the employee may present any testimony or documents which explain whether or not the alleged misconduct occurred.

A written report will be prepared by the Employer representative. A copy of the representative's report will be provided to the employee and the Union representative within five (5) days following its preparation. The Employer will decide what discipline, if any, is appropriate.

**Section 9.5 Duration of Personnel Records of Disciplinary Nature.** All actions of record may be maintained in each member's personnel file throughout his period of employment, with the exception that records of suspension shall be removed from the

employee's personnel file and shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Written records of warnings shall be removed from the employee's personnel file and shall cease to have force and effect, or be considered in future disciplinary matters, twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Written reprimands shall be removed from the employee's personnel file and cease to have force and effect, or be considered in future disciplinary matters, eighteen (18) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. Prior discipline may be utilized to establish that an employee had knowledge of the standard of conduct expected. All removal of records shall be in accordance with Ohio law.

Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his designated representatives. The County shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and Ohio Revised Code Section 149.43.

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy.

If the Employer concurs with the member's contentions, it shall remove the faulty document from the personnel file. If the Employer does not concur with the contentions of the member, it will attach the member's written memorandum to the document in the file.

**Section 9.6 Appeal of Discipline.** Written records of warnings and written reprimands may only be appealed through Step Two of the grievance procedure. All other disciplinary actions may be appealed to arbitration. All discipline must be appealed within seven (7) calendar days from when the employee and/or his Union representative are served with an order of discipline. Pursuant to Ohio Revised Code Section 4117.10(a), no disciplinary action may be appealed to the State Personnel Board of Review. Probationary employees shall have no appeal rights pursuant to the terms of this provision.

**Section 9.7 Seniority.** Any suspension imposed up to and including seven (7) days, shall not be deducted from the employee's seniority date.

**Section 9.8 Conduct of Investigation.** Any investigations, interviews, and disciplinary procedures shall be conducted in a professional manner. At no time will the employee be subjected to verbal abuse, ridicule or embarrassment. Discipline and/or

corrective action shall be conducted in a private manner.

**Section 9.9 Union Representation.** The employee shall have, at his request, the presence of a Union representative any time during a disciplinary action, disciplinary investigation, or disciplinary interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. Such request may not unreasonably delay an investigation. The Union representative shall not receive compensation from the Employer during the times the Union representative is conducting Union business and/or representing employees in the investigation or discipline process.

## **ARTICLE 10 LAYOFF AND RECALL**

**Section 10.1 Reasons For Layoff And Notification Of Layoff.** Neither the provisions of Revised Code Sections 124.321 through 124.328 nor the Ohio Administrative Code shall apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or projected funds, lack of work, abolishment of positions, reorganization, or other justified business reason. The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs. Prior to the layoff of a fulltime employee within a classification, part-time employees and/or special duty employees who are performing the normal duties of a fulltime bargaining unit member will be laid off and/or advised they will not be provided work opportunities during a period of layoff.

**Section 10.2 Layoff and Period of Recall.** The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of classification seniority, beginning with the least senior in classification and progressing to the most senior in classification up to the number of employees that are to be laid off. Employees of the Hocking County 911 may displace into positions in a lower unit according to their time in service provided they demonstrate the skills and knowledge necessary to perform the duties of that position. Laid off employees shall have the right to recall to a position in their former classification for a period up to eighteen (18) months from date of layoff.

**Section 10.3 Recall Notification.** The Employer shall provide written notice of recall to the affected employees via personal service or via certified mail to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

**Section 10.4 Time Limits for Recall and Return From Layoff.** The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within fourteen (14) calendar days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

**Section 10.5 Reorientation.** Recalled employees shall complete such reorientation as is determined necessary by the Employer upon reinstatement.

## **ARTICLE 11**

### **WORK RULES AND LABOR-MANAGEMENT**

**Section 11.1** The Union recognizes the authority of the Employer to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Hocking County 911.

The Employer agrees that any existing, new or revised written work rules, policies, standards of conduct directives and general orders shall be made available to members in advance of their implementation and/or use as the basis for discipline. No existing, new or revised written work rules, policies, standards of conduct directives or, general orders shall be used as a basis of discipline of an employee unless the Employer has documented that the employee has read same and indicated such with his/her signature. All work rules or directives must be applied and interpreted uniformly to all members in this bargaining unit.

**Safe Work Environment.** The Employer agrees to provide a safe working environment consistent with those obligations imposed by law. The parties acknowledge, however, the inherent dangers associated with law enforcement duty and employment.

**Section 11.2 Purpose.** The parties recognize that certain subjects are matters of mutual interest to the parties. The parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the Administration. It is not the intent of the parties that labor-management committee meetings be used to bypass the normal chain of command. The Union is expected to attempt to resolve matters within the Hocking County 911 before raising those matters at labor-management committee meetings.

**Section 11.3 Committee Composition and Meetings.** For this purpose, a labor-management committee shall be established. The committee shall consist of up to two (2) management members designated by and in addition to the Hocking County 911 Director and up to two (2) labor members per bargaining unit designated by the Union and a non-employee union representative. Additional parties may attend labor-

management meetings if their presence is necessary to discuss the issue(s) raised and if the other party has been notified of their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually convenient times, and shall be closed to the public. Labor-management committee meetings shall be scheduled as soon as practicable.

**Section 11.4 Matters Not Within Agreement, Management Rights.** Matters involving interpretation of the contract shall not be subject to labor-management committee. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 4 herein. Decisions of the labor-management committee shall not be subject to the grievance procedure unless such decisions violate a section of this Agreement.

**Section 11.5 Agenda.** An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed will be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Consider and discuss health and safety matters relating to employees; and
- E. Discuss any other items affecting the Labor/Management relationship.

## **ARTICLE 12** **PROBATIONARY PERIOD**

**Section 12.1 Requirement to Serve Probationary Period.** Every newly hired employee or employee appointed to a position in a bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed regardless of whether the individual is hired as a fulltime or part-time bargaining unit employee and regardless of prior service with the Employer. Time spent in any capacity other than fulltime or part-time shall not count toward or be credited for probationary unless expressly granted, in writing, by the Employer at its discretion.

**Section 12.2 Length of Probationary Periods.** The probationary period for newly hired individuals shall begin on the first day the employee receives compensation from the Employer and shall continue for a period of one (1) year.

Employees transferred or receiving a position in a new classification in a bargaining unit shall serve a probationary period of six (6) months from the day the employee is designated as being within the new classification. Any other time worked in the classification shall not count toward the probationary period. Any time a part-time employee becomes a fulltime employee, the employee shall serve a probationary period

of six (6) months. An employee transferred or receiving a position in a new classification who evidences unsatisfactory performance may be returned to his or her former classification any time during the second half of the probationary period without recourse to the grievance procedure. Seniority accrued in the new classification shall be credited to the employee upon return to his or her former position.

A probationary employee who has lost work time due to illness or injury for more than five (5) work days (cumulative) shall have his probation period extended by the length of illness or injury.

### **ARTICLE 13**

#### **MEDICAL EXAMINATIONS, SUBSTANCE ABUSE AND TESTING**

**Section 13.1 Examinations - General.** Physical and/or psychological examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires. Examinations required by the Employer shall be paid by the Employer.

**Section 13.2 Subsequent - Examinations.** Employees who have been determined by an examination as unable to perform the material and substantial duties of their position may submit the report or results of an examination by a practitioner of the employees' choosing with the cost borne by the employee. If the two examinations differ in their conclusions as to the employees' ability to perform the material and substantial duties of their position, then the parties shall appoint a third neutral examiner to conduct an examination whose findings shall be considered final which shall not be appealable under the grievance procedure.

**Section 13.3 Substance Abuse and Testing.** The Employer has established policies and procedures relative to substance abuse and testing. These polices address: Pre-Employment Testing, Random Testing, Post Event / Accident Testing, Reasonable Cause Testing, Suspicion of Drug Usage, Employee Assistance Program (EAP), and General Procedures.

**Section 13.4 Substance Abuse Policy.** It is the policy of the Hocking County 911 to maintain a drug free work place. All employees of Hocking County 911 may be called upon to handle emergency calls and are subject to the provisions of this policy.

The word "drug" or "drugs" is meant to include but is not limited to:

- legal drugs used illegally, or not as prescribed by a physician;
- illegal drugs;
- alcoholic beverages;
- any substance that adversely affects job performance or makes the employee unsuitable for emergency service work.

**Section 13.5 Pre-Employment Testing.** All offers of employment will be tendered contingent on testing negative for drugs. If a prospective employee tests positive, they may have an independent test conducted from the same specimen at their expense. If the employee's second test is negative, Hocking County 911 will pay for another test within seven (7) days. If the third test is negative, the job offer will be tendered. If the test is positive, the candidate will be denied employment.

**Section 13.6 Random Testing.** All employees will be subject to random drug tests. Tests will be administered as directed by the Director of Operations. Employees who refuse a test are considered to be refusing a direct order and will be suspended without pay pending a decision of the Director of Operations. Any employee who tests positive will be suspended, with pay, pending final disposition. In the absence of a positive test result under this Section 13.6 or under Sections 13.7, 13.8 or 13.9, random testing will not take place more frequently than quarterly.

**Section 13.7 Post Event / Accident Testing.** Employees who are on duty during a catastrophic event may be given a drug test if the Director of Operations determines this would be in the best interests of 911. Any employee whose performance either contributed to an event or cannot be completely discounted as a contributing factor may be tested.

Accident or event is defined as:

- Accident - On site incident that results in broken bones; severe bleeding; nerve, muscle or tendon damage; second or third degree burns and/or injury that requires treatment by a physician or other medical personnel.
- Event - Action or omission, normally associated with dispatching and/or call taking, that results in worsening of injury or death or causing extensive property damage or loss.

**Section 13.8 Reasonable Cause Testing.** If the Director of Operations has probable cause<sup>1</sup> reason to believe an employee is using, or under the influence of, a prohibited drug and/or substance, he may direct that employee to submit to a screening test. A decision to test must be based on specific contemporaneous physical, behavioral and/or performance indicators of probable drug use. The Director of Operations will carefully document all factors that lead them to the decision that the employee is under the influence of drugs. If the Director of Operations becomes suspicious of substance abuse, this will be communicated to the Board of County Commissioners immediately, without waiting for a specific event of obvious impairment.

**Section 13.9 Suspicion Of Drug Usage.** If the Employer has probable cause to believe that an employee has reported for work under the influence of drugs, he/she will be relieved from duty and one or more of the prosecuting attorneys notified immediately.

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<sup>1</sup> Probable cause to believe is a reasonable ground of belief, supported by trustworthy information and circumstances, known at the time, and sufficiently strong to cause a reasonably careful person under similar circumstances to hold that belief. O.J.I.

The EST will be kept under direct observation and will not be allowed to take anything by mouth. The Director of Operations will initiate the following actions:

- If alcohol is suspected, the employee will be directed to take a breath test.
- If drug or alcohol abuse is suspected, a urine sample will be obtained.

The employee will not be dismissed from duty until the prosecuting attorney has been contacted. The Director of Operations will make the determination to suspend the employee with or without pay. If one or more of the prosecuting attorneys cannot be located, the employee will be suspended with pay and directed to take a drug test as soon as practical.

**Section 13.10 Employee Assistance Program (EAP).** An employee who admits they have a substance abuse problem can choose to enter a treatment program or resign rather than be dismissed. The treatment plan must be approved by a medical doctor approved by the Director of Operations. Any costs associated with the treatment program will be the responsibility of the employee. A leave of absence to attend a treatment program will be granted after the employee has used all their leave time. The total absence is not to exceed sixty (60) consecutive calendar days. Assignment to a different shift to accommodate treatment will be made if another employee agrees to the change, but it is not guaranteed. The employee must successfully complete the treatment program as condition of continued employment. The employee will be subject to frequent drug tests at their expense. Failure to successfully complete a treatment plan or testing positive for drugs will result in the employee being dismissed.

**Section 13.11 General Procedures.** The following are grounds for dismissal:

- positive results of a drug test;
- refusing a test or failure to cooperate with a test;
- altering or adulterating a sample.

All positive test results are reviewed to determine validity prior to return to Hocking County 911. Employees can have an independent confirmatory test performed on the same specimen at their expense.

## **ARTICLE 14** **SENIORITY**

### **Section 14.1 Definition of Seniority.**

As used herein, the term "total seniority" shall be defined as the continuous uninterrupted length of service or employment as an employee within Hocking County 911. Service in another position for any other Department or Agency of Hocking County, or any other public service within the State of Ohio shall not be credited as seniority. Total Seniority for part-time employees shall be computed on an annual basis by

dividing the total hours actually worked divided by 2,080.<sup>2</sup>

As used herein, the term "classification seniority" shall be defined as the continuous uninterrupted length of service or employment as an employee in a classification covered by this Agreement. An employee in one classification who enters another classification by any means and returns to his/her previous classification in less than one (1) year shall have their seniority recomputed to the amount of seniority accumulated immediately prior to their departure from their prior classification. An employee in one classification who enters another classification by any means, except bumping as a result of layoff, and remains in the new classification for more than one (1) year and then returns to his/her previous classification shall maintain all seniority earned and have such seniority included in seniority considerations upon return to a former classification. Employees shall not accrue seniority while on an unapproved unpaid leaves of absence.

**Section 14.2 Application of Seniority.** "Seniority" shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. "Total Seniority", as defined in Section 14.1 of this Article, will, unless otherwise specifically so noted, apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be by comparing social security numbers with the highest last digit being the higher in seniority

**Section 14.3 Breaks in Service.** The following situations shall not constitute a break in continuous service, but employees shall not accrue seniority while in the status of any of the following:

- A. Absence while on approved unpaid leave of absence;
- B. Military leave; or
- C. A layoff of 18 months duration or less.

The following situations shall constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than 18 months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence;
- F. A resignation or job abandonment; or,
- G. Absent without leave for more than three (3) working days.

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<sup>2</sup> Effective 1-1-08 the following Dispatchers shall be credited with the following years of service for purpose of this section: A. Abram - 9 years of service; J. Boyle - 9 years of service; S. Nihiser - 3 years of service; C. Smith - 2 years of service; A. Colliton - 3 years of service; S. Fetherolf - 9 years of service; P. Thompson - 8 years of service; B. Schneider - 6 years of service. Thereafter "years of service" shall be by formula as set forth in Article 14 for "Total Seniority".

**Section 14.4 Seniority List.** The Employer shall annually prepare and provide a copy to the Union a list setting forth the present seniority dates for all members in the bargaining unit(s), such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted.

If such disputes are not resolved through labor-management meetings the Union may file a grievance. Such grievance must be filed within thirty (30) calendar days after the seniority list is posted.

## **ARTICLE 15** **HOURS OF WORK**

**Section 15.1 Hours of Work.** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring to promote efficiency or to improve services; from establishing the work schedules for employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 15.2 Work Week and Day Defined.** A week shall be defined as seven (7) days beginning at 0001 hours on Sunday, and ending at 2359.59 hours on Saturday night. A day shall be defined as twenty-four (24) hours, beginning at the starting time of the bargaining unit member's scheduled work day.

**Section 15.3 Trade Days.** Employees shall generally be allowed to trade days regardless of shift upon written notification to the Director or his designee. All such proposed trades shall be by mutual agreement between the trading employees and submitted a minimum of one (1) day in advance of the trade. Absent disapproval by the Director as a consequence of operational need, requests will be honored. In addition, the Director may disapprove of trading to any employee who does not honor the agreed terms of traded work periods. Trades must be completed within a pay period. No overtime shall accrue or be paid as a consequence of trades.

**Section 15.4 Work Schedules.** Except as provided in Section 15.1, the current work schedule shall be maintained wherein there shall be four (4) available shifts upon which to rotate consisting of Day Shift, Evening Shift, Night Shift and Floater Shift<sup>3</sup>. The shifts shall rotate every two (2) months. The employees shall be permitted to select their days off monthly as the schedule is completed. Employees are permitted to schedule eight

<sup>3</sup> A "Floater Shift" or "Floater" shall be defined as a shift having no set starting or ending time. The employee on this shift shall be permitted to work any combination of hours and days provided the result is forty (40) hours in one (1) work week except that no shift shall exceed twelve (12) hours in duration and the employee shall not work more than sixteen (16) hours in any twenty-four (24) hour period.

(8) hour shifts for no more than forty (40) hours and five (5) days in a work week. The Employer may divide eight (8) hour shifts into two separate four (4) hour shifts if necessary as provided by Section 15.1. After assignment of shifts two (2) employees may trade shifts for up to two (2) months if both employees agree and notice is provided to the Employer. At the end of two (2) months or the agreed trade time the employees shall return to their originally assigned shifts. It is understood that the "floater shift" is not applicable to Supervisors.

**Section 15.4 (C) Unavailability Book** Part-time employees shall be permitted to place themselves in the "Unavailability Book" for unexpected call-ins. If an employee places himself or herself in the Unavailability Book, the Employer will not contact the employee for unexpected call-ins on the dates listed. The Employer shall take no action against the employee for unavailability other than as a consequence of the employee failing to meet the commitments established by Section 15.7(C) of this Article.

**Section 15.5 (C) New Hire Training** Newly hired part-time employees shall be required to work at least three (3) consecutive thirty-two hour weeks with a supervisor or other designated individual in the 911 Center prior to being released to place themselves on the work schedule.

**Section 15.6 (C) Shift Scheduling** On a monthly basis, the Employer shall supply to the part-time employees a work schedule identifying the available part-time shifts. The part-time employees, according to seniority, shall be permitted to select up to sixteen (16) hours of available work shifts. Once all part-time employees have had the opportunity to select available work shifts and there are still work shifts available, the process shall be repeated one additional time. For the second circulation of the list, part-time employees, according to seniority, shall be permitted to select up to twenty-four (24) hours of available work shifts. Any remaining shifts shall be filled by the employer whether through the use of a call list or the utilization of overtime.

The Employer shall permit the part-time employees bargaining unit at least five (5) consecutive dates in which to have members select available work shifts. Any employee not making himself or herself available during this five (5) day period shall forfeit the right to select shifts. Employees shall not be required to sign up for nor accept work shifts in excess of sixteen (16) hours per month.

**Section 15.7 (C) – Minimum Required Hours for Part- Time Employees**

In order for a part-time employee to maintain his or her status as an active employee with the Hocking County 911 an employee must sign up for and/or actually work a minimum of sixteen (16) hours, (including "call-ins"), during each calendar month. The Employer may waive this requirement under exceptional circumstances as determined by the Employer on a case by case basis. When the employee has been unable to meet this obligation as a consequence of more senior employees selecting all available work opportunities this requirement will be waived. An employee who does not meet the sixteen (16) hour requirement for two consecutive months will lose all seniority accumulated, be compensated as a "new-hire", and be required to successfully complete any supplemental training established by the Employer.

**ARTICLE 16**  
**FILLING OF POSITIONS**

**Section 16.1.** In the event a vacancy occurs other than as a consequence of layoff in the position of dispatch supervisor or, an additional dispatch supervisor position is added it shall first be offered to current qualified full-time dispatchers. Said offering shall be in the form of a written notice posted for a period of seven (7) days and, shall set forth the required qualifications of the position. If no full-time dispatcher applies for the position or, there are no qualified full-time dispatchers, the Employer may fill the position at their discretion provided the same qualifications are required of applicants.

**Section 16.2.** In the event a vacancy occurs other than as a consequence of layoff in the position of full-time dispatcher or, an additional full-time dispatcher position is added it shall first be offered to current qualified part-time dispatchers. Said offering shall be in the form of a written notice posted for a period of seven (7) days and, shall set forth the required qualifications of the position. If no part-time dispatcher applies for the position or, there are no qualified part-time dispatchers, the Employer may fill the position at their discretion provided the same qualifications are required of applicants.

**ARTICLE 17**  
**WAGES**

The wages during the periods of calendar years 2011 and 2012 of this Agreement are set forth in "APPENDIX A", attached hereto.

On or after September 1, 2012, this Agreement shall be re-opened only for purpose of negotiating wages for 2013. The re-opener shall be commenced by either party filing a notice to negotiate with the State Employment Relations Board. These negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code except that Section 4117.14 (G) (11) of the Ohio Revised Code shall not apply and is expressly waived.

**ARTICLE 18**  
**VACATION**

**Section 18.1 Accrual Schedule.** Full-time employees shall be entitled to vacation leave according to their total number of years of "computed full-time service"<sup>4</sup> with the Employer<sup>5</sup> as follows:

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<sup>4</sup> Computed fulltime service is defined as the sum of years in fulltime service with Hocking County 911 plus the computed partial years of service as a part-time employee. Part-time computed annual service is to equal total hours actually worked divided by 2080.

<sup>5</sup> It is understood, however, that R. Moore, M. Fraley and P. Thompson are to receive credit for prior service with the County.

- A. One (1) through eight (8) completed years of "computed full-time service": Eighty (80) hours (to a maximum of 3.1 hours per pay period);
- B. Nine (9) through fifteen (15) completed years of "computed full-time service": One hundred twenty (120) hours (to a maximum of 4.6 hours per pay period);
- C. Sixteen (16) through twenty-five (25) completed years of "computed full-time service": One hundred sixty (160) hours (to a maximum of 6.2 hours per pay period);
- D. Twenty-five (25) or more completed years of "computed full-time service": Two hundred (200) hours (to a maximum of 7.7 hours per pay period).

**Section 18.2 Accrual/Pay Status.** Vacation leave accrues while a full-time employee is in an active pay status. Accrual shall be by pay period according to the formula set forth in Section 18.1. No vacation is earned while an employee is in no pay status.. Prorated vacation credit is given for any part of a pay period. A full-time employee with less than one (1) year of computed full-time service is not entitled to vacation credit, but is credited with eighty (80) hours on his/her first year anniversary of employment. For purposes of this Article, pay status shall include hours actually worked, paid sick leave, vacation leave or authorized paid holidays. Vacation leave shall not be accrued while an employee is in inactive service, such as an unpaid leave of absence, disciplinary suspension, etc.

**Section 18.3 Requests For Vacation Leave.** During the month of December, a calendar of available vacation dates for the next calendar year will be provided to the employees. By classification, each employee may select vacation time in a minimum of one (1) week increments up to a maximum of two (2) weeks. The calendar shall be passed to the next lower person in seniority until all employees have had the opportunity to make an initial selection. Thereafter the calendar shall be passed to the next classification, (full-time Dispatchers) for initial selection. Thereafter, employees shall be permitted to request vacation leave in other increments on a first-come first-served basis. The order of classification shall be Supervisors, and then Full-Time Dispatchers.

Vacation leave may be requested more than one (1) year from the date it is to begin, but will be approved only upon satisfactory documentation of special/unusual circumstance such as an extensive waiting list or significant cost for cancellation. The Director will have sole discretion in this decision. Such requests may be submitted at any time. Advance leave requests shall be approved or denied within thirty (30) days of the date of the written request.

**Section 18.4 Accumulation Of Vacation Leave.** Vacation leave is normally to be taken within twelve (12) months following the employee's anniversary date. An employee may be permitted to carry over accrued vacation up to three (3) years worth of accumulation. No vacation leave shall be carried over when the total accrual would be in excess of three (3) years accumulation. Should the Director deny or cancel vacation scheduled in excess of permissible accumulation less than thirty (30) days

prior to the start of that vacation period, the employee shall be paid straight time for denied or cancelled time that cannot reasonably be rescheduled. A required rescheduling of vacation within the calendar year is not a cancellation or denial whether of some or a portion of the vacation.

**Section 18.5** In the event a recognized holiday as defined in the Agreement falls on a day on which an employee is off on approved vacation leave, that employee will not be charged vacation leave for that day, but will receive holiday pay as defined in Article 17 or utilize that day within thirty (30) days thereafter. Any such use shall be subject to the normal scheduling procedures of the Center.

**Section 18.6 Change Of Vacation Leave/Hospitalization.** Any employee hospitalized or disabled while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization or disability, be entitled to change his vacation status to sick leave for all days hospitalized or disabled and any subsequent days necessary for recovery for the period previously scheduled and approved for vacation leave. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

**Section 18.7 Vacation at Retirement.** An employee who resigns or retires after at least one year of service shall be entitled to compensation at their current rate of pay for any legally accrued and unused vacation leave to their credit at the time of separation. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to their credit at the time of retirement. Payment shall not exceed the permissible three (3) year carry-over provided in this Article. In the case of death of an employee, any accrued, but unused vacation leave shall be paid to the administrator of the employee's estate.

## **ARTICLE 19** **HOLIDAYS**

**Section 19.1 List of Holidays.** Holidays, available to full-time employees shall be as follows:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Christmas	December 25 <sup>th</sup>

**Section 19.2 Observance of Holidays.** Full-time employees assigned to work a holiday shall be paid time and one-half for all hours worked on the holiday, in addition to receiving their eight (8) hours of holiday pay. Full-time employees not assigned to work a holiday shall receive eight (8) hours holiday pay on the appropriate holiday at the employee's appropriate straight pay rate. The employee may elect to take the eight (8) hours of holiday pay in the form of another day off rather than receive paid compensation. Employees making such election must use the extra day off within thirty (30) days after the holiday.

**Section 19.2 (C) Observance of Holidays.** Part-time employees who work on a holiday shall be paid time and one-half for all hours worked on the holiday.

**Section 19.3** If a holiday occurs while a full-time employee is on vacation leave or sick leave, vacation leave or sick leave shall not be deducted from the employee's accrued leave balance for the day. Rather, the employee shall receive only holiday pay.

Full-time employees who are on an unapproved leave of absence during a holiday shall not be entitled to receive holiday pay for any holidays occurring while on the approved period of unpaid leave of absence.

## **ARTICLE 20** **SICK LEAVE**

**Section 20.1 Sick Leave Accumulation.** All employees shall earn and accumulate sick leave at the rate of four and six tenths (4.6) hours for each completed eighty (80) hour pay period to a maximum of 4.6 hours per pay period. For purposes of this Article, "completed pay period" includes hours actually worked, paid sick leave, vacation leave or authorized paid holiday.

An employee who transfers from one County office to another, or who transfers from other public employment in Ohio to employment with the County, shall be credited with the unused balance of his sick leave accumulated in his prior public service provided however that the total number of hours credited shall not result in a sick leave balance greater than 960 hours. The previously accumulated sick leave of an employee who has been separated from public service shall be placed to his credit upon his re-employment in the public service, provided such re-employment takes place within ten (10) years of the date of the employee's last separation from public service. The employee is responsible for obtaining certification of his previously accumulated sick leave for County records.

"Immediate family" shall be defined to include the employee's spouse, children, step-children, brother, sister, parents, step-parents, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in the place of a parent to the employee.

**Section 20.2 Use of Sick Leave.** Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure of the employee to a

contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family where the employee's presence is reasonably necessary; 4) and/or medical appointments with prior notice.

**Section 20.3 Notification.** An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore as soon as is reasonably possible, but at least one (1) hour before the start of his work shift the first day he/she is to be absent. If, at the time of authorization, multiple day absences are anticipated, the employee shall provide that information to the Employer.

**Section 20.4 Approval of Sick Leave.** If the injured or ill employee or family member required medical attention, a licensed physician's statement of the general nature of the illness is to be provided. A physician's statement may be required for any absence of three (3) days or more. Falsification of either a written, signed statement or a physician's statement may be grounds for disciplinary action. The Employer may investigate any use of sick leave when it has reason to believe that an employee may be abusing sick leave and/or not using sick leave for its intended purposes.

**Section 20.5 Sick Leave Abuse.** Any employee who is reasonably suspected of abusing sick leave may be required by the Director to submit a physician's statement with requests for sick leave prior to the approval of sick leave usage.

The Director may require an employee who has been absent from work in excess of one or more consecutive tours due to personal illness or injury, prior to and as a condition of returning to duty, to be examined by a physician designated and paid for by the Employer to establish that he/she is able to perform the material and substantial duties of the position, and/or that returning to duty will not jeopardize the health and safety of other employees.

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

**Section 20.6 Proof of Illness.** If an employee fails to submit that documentation requested pursuant to Section 18.4, herein, or in the event such proof as is submitted or upon the request of medical examination, the Director finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered unauthorized leave and shall be without pay.

**Section 20.7 Reduction of Sick Leave.** When sick leave is used it shall be deducted from the employee's credit on the basis of one (1) hours of sick leave for every one (1) hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal schedule work day or work week earnings. Employees may utilize sick leave only for the hours on which they are scheduled to work.

**Section 20.8 Payout Upon Death of Employee.** Upon the death of an employee, a portion of the employee's accumulated sick leave shall be paid to the administrator of the employee's estate. Payment for accumulated sick leave at the time of death shall be based on the employee's straight-time hourly rate at the time of death. The

maximum payment is two hundred-forty (240) hours.

**Section 20.9 Sick Leave Conversion Upon Retirement.** Upon retirement from active service with the County, an employee with ten (10) or more years of service with the state, any political subdivision, or any combination thereof, shall be paid in cash for one-fourth (25%) of the value of the employee's accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of his retirement. The maximum aggregate payment shall not exceed the value of two-hundred forty (240) hours of accrued but unused sick leave.

**Section 20.10 Catastrophic Sick Leave Donation Program**

A catastrophic sick leave program is established to assist employees who are placed on a leave of absence due to an accident or long-term illness not job related, and who will exhaust all other available paid leave. This program is available for use for illness or injury of the employee or the employee's immediate family as set forth in Section 20.1 where the employee's presence is reasonably necessary as set forth in Section 20.2. This program neither supersedes nor replaces other disability programs.

The Catastrophic Sick Leave Donation program can be utilized only if all of the following conditions are met:

1. The Director has determined that the injury or illness is catastrophic. The Director has final determination and such determination is not appealable to the grievance procedure.
2. A doctor approved by the Employer certifies that a long-term medical injury or illness exists.
3. The injury or long-term illness must require the employee to take at least 30 days off.
4. The employee must have worked for the Employer for at least one continuous year prior to the illness or injury.
5. The employee shall not have been disciplined for sick leave abuse.
6. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including sick leave, compensatory time, and vacation time. An employee who is utilizing donated sick leave and who also has any unused hours of FMLA leave will be required to utilize those unused hours concurrently with the use of donated sick leave hours
7. All sick leave donations are voluntary.
8. Unless otherwise approved by the Director, up to 96 hours total per catastrophe can be donated by an employee. An employee receiving sick leave donations may receive a maximum of 288 hours of time for any one catastrophic illness or

injury.

9. Sick leave hours received shall be converted to fractional hours based upon their "hourly value" as calculated by the recipient's rate of pay.
10. Any donation of sick leave by employees to this program shall not count as a "use" of sick leave.

### **Section 20.11 Minimum Sick Leave Bank**

For purposes of Section 20.10 of this Article, an employee may not reduce his or her accrued sick leave bank below 384 total hours.

### **Section 20.12 Excess Sick Leave Accruals and Conversion**

An employee shall be receive payment in January of each year for all accumulated hours in excess of 960 hours based upon one hour of payment at the employee's then current rate of pay for every three hours of sick leave in excess of 960 hours. An employee will not be allowed to convert any hours under this Section that would result in an accumulated "bank" of less than 960 hours.

Any employee who has an accumulated sick leave balance in excess of 960 hours as of the effective date of this Agreement shall receive payment for such hours on the basis of one hour of payment for every three hours in excess of 960 hours. The timing of the initial conversion payments under this Section shall be established by the Employer.

### **Section 20.13 Sick Leave Cash Out**

Any full-time employee who has three (3) or less occurrences of sick leave usage from December 1 to November 30 during any given year may cash out twenty-four (24) hours of sick leave at the employee's current regular hourly rate.

Any qualified employee wishing to cash out accrued but unused sick leave must submit a request in writing to the Director not later than December 5<sup>th</sup> of the calendar year.

## **ARTICLE 21 LEAVES AND LEAVES OF ABSENCE**

**Section 21.1 Jury Duty.** Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of one-half of the employee's regularly scheduled work day, he must return to work for the remainder of the work day.

An employee who is called to and reports for panel and/or jury duty shall be compensated by the County at the straight-time hourly rate for hours he would have been scheduled on that day. The employee must give his office prior notice of his jury duty call and pay his jury duty fee to the County treasurer in order to receive his regular

pay. If an employee is subpoenaed to testify in court in his legal capacity as an employee for Hocking County, the employee shall pay to the County treasurer the statutory witness fee the employee receives as a result of being subpoenaed, if any.

Employees who are required to appear in court for personal matters (i.e. unrelated to county business) must use vacation leave or unpaid leaves of absence.

**Section 21.2 Military Leave.** Military Leave will be administered in accordance with the Ohio Revised Code Section 5923.05.

**Section 21.3 Family and Medical Leave.** The Employer shall grant family and medical leave (FMLA) to employees in accordance with the Employer's personnel policy and procedure manual. It is the intent of the Employer to comply with the regulations set forth in the Family and Medical Leave Act. Any ambiguities in that policy shall be resolved, first by policy to the extent possible, then by reference to the FMLA, 29 CFR 825 and applicable case law.

**Section 21.4 FEMA Leave.** Any employee who is a member of the FEMA Community Emergency Response Teams shall be permitted to take unpaid leave if the team of which they are a member, is activated by FEMA.

**Section 21.5 Bereavement Leave.** Bargaining unit employees shall be entitled up to three (3) days funeral/bereavement leave to attend the funeral of an immediate family member (as defined in sick leave article).

The funeral/bereavement leave shall be a paid leave without a deduction from sick leave. Sick leave may be used for funeral/bereavement leave when the benefits of this section have been used.

**Section 21.6 Personal Leave** Each fulltime employee shall be credited with eight (8) hours of "Personal Leave" on January 1 of each year. Personal leave may be used in four (4) hour increments with, in the absence of personal emergency, twenty-four (24) hour notice to the Employer. Leave will not be denied except in cases of emergency. Personal Leave shall not carry over to the next year if not used.

## **ARTICLE 22**

### **OVERTIME / SHIFT COVERAGE / OVERTIME EQUALIZATION**

**Section 22.1 Overtime.** When an employee is required to work in excess of his/her regularly scheduled work period, or in excess of his/her forty (40) hour work week, such employee shall be compensated for each hour or fraction thereof at a rate of one and one-half (1-½) times his/her base hourly rate.

Overtime pay will be included in the pay period such overtime was worked. Holidays, vacation days, and sick days shall be a part of the standard forty (40) hour work week and shall be considered as "in paid status" for the purpose of computing overtime.

**Section 22.2 Overtime Equalization.** Whenever a need for shift coverage occurs, that need shall be presented to bargaining unit members in the following order. The need shall first be presented to part-time bargaining unit members who would not incur overtime by working the available time according to seniority utilizing a rotating seniority list. If no part-time bargaining unit member who would not incur overtime by working the available time accepts the overtime opportunity, it shall be presented to full-time bargaining unit members according to seniority utilizing a rotating seniority list. If no full-time bargaining unit member agrees to the overtime, it may be offered to part-time bargaining unit members who would incur overtime by working the available time according to seniority utilizing a rotating seniority list.

The full-time employee rotating seniority lists shall operate as follows. The list shall be initially arranged according to seniority. When a need arises, the person at the top of the list is contacted. If that person accepts the assignment, declines or cannot be reached, that person is moved to the bottom of the list and the next most senior person is called. This process shall continue until the assignment is filled, everyone on the list declines or everyone on the list has been called. At the next overtime need, the list shall begin with the employee where it left off on the previous need.

The part-time employee rotating seniority lists shall operate as follows. The list shall be initially arranged according to seniority. When a need arises, the person at the top of the list is contacted. If that person would incur overtime, declines, is eligible and accepts or cannot be reached, that person is moved to the bottom of the list and the next most senior person is called. This process shall continue until the assignment is filled, everyone on the list declines, is ineligible or everyone on the list has been called. After full-time employees have been offered the overtime, the part-time employee list shall again be used with everyone on the list, regardless of overtime status, being eligible for the overtime. At the next overtime need, the list shall begin with the employee were it left off on the previous need.

**Section 22.3** In the event the above procedures are not successful in addressing shift coverage needs, the following shall apply.

If an insufficient number of employees accept the overtime work or the employee(s) accepting the overtime work are unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work. Said mandatory assignment by the Employer shall be assigned on a rotating basis by escalating seniority. Once an individual has been required to work overtime, that individual shall, for purposes of this Section, move to the top of the mandatory overtime seniority list and the next least senior individual shall become the individual first considered for subsequent mandatory assignment(s). In the absence of clear operational needs, individuals on regularly scheduled days off shall not be required to work overtime.

**Section 22.4 Compensatory Time** Employees shall be allowed the options of pay or compensatory time for overtime hours worked as follows:

A. Effective upon the implementation of this Agreement, compensatory time may not be accumulated in excess of forty (40) hours.

B. Any employee who accrues compensatory time in excess of forty (40) hours shall be promptly paid for any overtime worked at the applicable rate.

C. Compensatory time utilized must be approved in advance by the Director or his/her designee. Not less than four (4) hours of compensatory time shall be taken on any one (1) day. Compensatory time shall be utilized at a mutually agreeable time. The utilization of compensatory time shall not be unreasonably denied but may be denied for operational needs where the granting of such leave would be unduly disruptive of operations.

## **ARTICLE 23 COURT TIME/CALL-IN PAY**

**Section 23.1 Court Time.** Where, on matters pertaining to or arising from an employee's performance of his official duties, an employee is required to appear in court other than his regular scheduled work hours, the employee shall receive a minimum of two (2) hours pay at the appropriate rate of pay for the minimum or actual hours his attendance is required, whichever is greater. Appearances which abut an employee's work hours shall be compensated, as set forth above, and shall not be subject to the minimum hours set forth above. All court fees received by the employee shall be remitted to the Hocking County 911 Center.

**Section 23.2 Call-In.** When an employee is called in to duty, at hours which do not abut his work hours, he/she shall be paid a minimum of two (2) hours at the appropriate rate of pay for the minimum or actual hours required, whichever is greater.

## **ARTICLE 24 UNIFORMS**

**Section 24.1** For employees required to wear uniforms by the Employer the Employer shall provide all uniforms in sufficient number to the employee. The Employer shall replace worn or damaged uniform items on an "as needed" basis and such replacement shall not be unreasonably withheld.

## **ARTICLE 25 INSURANCE**

**Section 25.1** As additional compensation for employees covered by this Agreement, the Employer will pay the medical insurance premiums on the existing

medical insurance plan, which is subject to the provisions of this Article. The Employer shall pay the equivalent of the single plan coverage on behalf of all employees covered by this Agreement.

**Section 25.2** The selection of the insurance carrier shall be the sole discretion of the Employer. The Employer shall provide employees with a copy of the insurance policies.

**Section 25.3** The Union understands and agrees that any increases in the premium rates for health, medical, and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations. Any rate increases which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

**Section 25.4** If employees voluntarily cease health insurance coverage provided by this Agreement, they shall be entitled to an annual lump sum payment of \$1,000.00 (one thousand dollars). Such payment shall be made in the first full pay period in December.

**Section 25.5 Labor Management Health Care Review Committee**

There shall be a Joint Health Care Review Committee composed of representatives of the bargaining units covered by this Agreement and representatives of the County administration. The Committee will determine the number of members. Other unions and other County employees may be invited to participate on this Committee.

The Committee shall meet quarterly or as determined by the Committee. The purpose of the Committee will be to share relevant information regarding health care issues, provide a conduit for the dissemination of information, and to review and make recommendations regarding health care plan design, costs, and other concerns.

The work and recommendations of the Committee will be shared with the appropriate County administrators and officeholders who have the final responsibility for the design, operation, and administration of the Hocking County Health Care Plan."

**ARTICLE 26  
WAIVER IN CASE OF EMERGENCY**

**Section 26.1 Suspension of Agreement.** In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the Hocking County Commissioners, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

**Section 26.2 Time Limits.** Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of suspension of the Agreement, and re-implementation of the Agreement will immediately begin.

**Section 26.3 Grace Period Following Emergency.** Once such disaster or emergency event has ceased, there shall be a grace period, not to exceed thirty (30) days, in which all suspended terms of this Agreement shall be re-implemented.

**Section 26.4 Written Declaration of Emergency.** An emergency that is declared by the Hocking County Commissioners to effect this Agreement as set forth in this Article, shall be a written declaration signed by the Hocking County Commissioners and with the effective date of such emergency.

## **ARTICLE 27**

### **DURATION OF AGREEMENT**

#### **Section 27.1**

- A. This Agreement shall be effective January 1, 2011, and shall remain in full force and effect until 12:00 Midnight, December 31, 2013. Written notice of the intent to negotiate a successor Agreement shall be given no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) 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 to negotiate.
- B. 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually 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.

In witness whereof, the parties have heretofore affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010

**HOCKING COUNTY 911:**

*Judy Wintermud*  
\_\_\_\_\_

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:**

*King Kreen*  
\_\_\_\_\_

*Landra Ok*  
\_\_\_\_\_

*John Walker*  
\_\_\_\_\_

**APPROVED AS TO FORM:**

*Tracy H. Cunningham*  
**Tracy H. Cunningham**  
**Labor Counsel to Hocking County**

*Mark Volcheck*  
**Mark Volcheck**  
**Labor Counsel, Chief Negotiator**

**APPENDIX A****Section 1      WAGES      Step increases are effective as of an employee's anniversary date.**

		Hire Date But Less Than Two Years of Service	Two Years of Service But Less Than Five Years of Service	Five or more Years of Service
1/1/2011	Entry	10.05	----	----
	EMD - 2	12.30	13.24	14.47
	EMD - 3	12.71	14.68	16.04
1/1/2012	Entry	10.35	-----	-----
	EMD - 2	12.67	13.64	14.90
	EMD - 3	13.09	15.12	16.52
1/1/2013	Entry	<i>SEE ARTICLE # 17</i>	<i>SEE ARTICLE # 17</i>	<i>SEE ARTICLE # 17</i>
	EMD - 2	<i>FOR</i>	<i>FOR</i>	<i>FOR</i>
	EMD - 3	<i>2013</i>	<i>2013</i>	<i>2013</i>

**Section 2      Acting Supervisor Pay**      Any bargaining unit member acting in the capacity of Acting Supervisor shall be paid an additional One Dollar (\$1.00) per hour for all hours required to act in that capacity. Acting supervisor shall be the senior part-time dispatcher on duty in the absence of a fulltime dispatcher or dispatch supervisor.

**Section 3      Shift Differential**      For all hours worked between 4:00 p.m. and 12:00 midnight, the employee shall have Twenty-Five Cents (\$.25) added to their base hourly wage rate. For all hours worked between 12:00 midnight and 8:00 a.m., the employee shall have Fifty Cents (\$.50) added to their base hourly wage rate.

**Section 4      Longevity Pay**<sup>6</sup>      At the conclusion of eight (8) years of service, a bargaining unit employee shall have Fifteen Cents (\$.15) added to their base wage rate as longevity pay. At the conclusion of twelve (12) years of service, a bargaining unit employee shall have Twenty-Five Cents (\$.25) added to their base wage rate as longevity pay. At the conclusion of nineteen (19) years of service, a bargaining unit employee shall have Fifty (\$.50) added to their base wage rate as longevity pay.

<sup>6</sup> Effective 1-1-08 the following Dispatchers shall be credited with the following years of service for purpose of this section: A. Abram - 9 years of service; J. Boyle - 9 years of service; S. Nihiser - 3 years of service; A. Colliton - 3 years of service. Thereafter "years of service" shall be by formula as set forth in Article 14 for "Total Seniority".