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AGREEMENT

BETWEEN

BELMONT COUNTY 911 DISPATCHERS

2007-MED-09-0998

BELMONT COUNTY 911 SUPERVISORS

2007-MED-09-0999

AND

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

January 1, 2011 to December 31, 2014

BELMONT COUNTY
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ARTICLE 1
PREAMBLE/PURPOSE

SECTION 1.1. This Agreement, entered into by the Belmont County 911, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P. OHIO LABOR COUNCIL", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreement between the parties governing the wages, hours, terms and other conditions of employment, for those employees included in the bargaining units as defined herein.

SECTION 1.2. To provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the Employer and the members of the bargaining unit.

ARTICLE 2
UNION RECOGNITION

SECTION 2.1. The Employer recognizes the F.O.P. OHIO LABOR COUNCIL as the sole and exclusive representative for those employees included in the bargaining units, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

SECTION 2.2. The Bargaining units include all full-time, part-time dispatchers and shift supervisors as set forth in the certification issued by the Ohio State Employment Relations Board as described in Case Nos. 01-REP-02-0035 and 02-REP-09-0191.

Excluded from inclusion in this bargaining unit are all part-time employees, the Director, Administrative Assistant, all other supervisors, managers, confidential and casual employees as defined in ORC 4117.01.

ARTICLE 3
DUES DEDUCTION

SECTION 3.1. The Employer agrees to deduct F.O.P., Ohio Labor Council membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of the first sixty (60) days of their employment.

SECTION 3.2. The Employer agrees to deduct regular F.O.P., Ohio Labor Council membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct F.O.P., Ohio Labor Council dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. Any employee who chooses not to become a member of the F.O.P., Ohio Labor Council shall, as a condition of employment, have deducted from his check a fair share fee in an amount equivalent to F.O.P., Ohio Labor Council dues. Such deduction shall be made under the same terms as dues deductions. All dues, fees and assessments deducted from employee's pay (together with a list from whom deductions were made) shall be remitted to the F.O.P., Ohio Labor Council, 222 East Town Street, Columbus Ohio 43215-4611 once each calendar month.

SECTION 3.3. The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this Article regarding the deduction of F.O.P., Ohio Labor Council dues. The F.O.P., Ohio Labor Council hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article

SECTION 3.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the F.O.P., Ohio Labor Council.

SECTION 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of F.O.P., Ohio Labor Council dues.

SECTION 3.6. The parties agree that neither the employees nor the F.O.P., Ohio Labor Council shall have a claim against the Employer for errors in the processing of deductions,

unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P., Ohio Labor Council dues deduction would normally be made deducting the proper amount.

SECTION 3.7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P., Ohio Labor Council one (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction

FULL-TIME/PART-TIME

ARTICLE 4
F.O.P. OHIO LABOR COUNCIL REPRESENTATION

SECTION 4.1. Non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Employer has the right to restrict the number of non-employee representatives admitted to the Employer's facility at any one time. The F.O.P., Ohio Labor Council agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

SECTION 4.2. The Employer will recognize one (1) employee selected by the F.O.P., Ohio Labor Council, to act as representative of the Bargaining Unit Members for the purpose of processing grievances at steps of the grievance procedure or attending meetings as authorized herein.

SECTION 4.3. The local representative shall confine his F.O.P., Ohio Labor Council activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representatives to be held during regular duty hours, without loss of regular pay or benefits. No Employee shall be disciplined for properly engaging in Union Activity. Union representatives attending grievance hearings or other meetings on their "off shift", do so on their own time.

SECTION 4.4. Where grievance hearings, or other meetings, have been authorized by the Employer, or his representatives, to be held during regular duty hours of the aggrieved employee, the F.O.P., Ohio Labor Council representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The F.O.P., Ohio Labor Council representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

SECTION 4.5. The F.O.P., Ohio Labor Council shall provide to the Employer of its

representatives, which is to be kept current at all times and shall include the following.

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor

No employee shall be recognized by the Employer as an F.O.P., Ohio Labor Council representative until the F.O.P., Ohio Labor Council has presented the Employer with written certification of that person's selection as outlined above.

SECTION 4.6. Any F.O.P., Ohio Labor Council employee representative shall cease unauthorized F.O.P., Ohio Labor Council activities immediately upon any order by the director of the Belmont County 911.

SECTION 4.7. The Employer agrees that, except for a declared emergency, one (1) delegate or alternate to the annual conventions of the F.O.P., Ohio Labor Council shall be granted accrued leave, with pay, for the purpose of participating in such conventions. Such leave shall not be more than three (3) tours of duty. Such leave will be approved upon receipt of two (2) weeks advance written notification by the F.O.P., Ohio Labor Council. Accrued leave is to be vacation time or personal days.

FULL-TIME/PART-TIME

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 5.1. The Employer possesses sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement or in O.R.C. 4117.

A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Directs, supervises, evaluates, or hires employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted;

E. Suspend, disciplines, demotes, or discharges for just cause;

F. Determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;

G. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, lack of funds, or a job abolishment due to lack of funds;

H. Determine the adequacy of the work force;

I. Determine the mission of the department as a unit of government;

J. Effectively manages the work force;

K. Take actions to carry out the mission of the department as a governmental unit.

SECTION 5.2. The F.O.P., Ohio Labor Council recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

FULL-TIME/PART-TIME

ARTICLE 6
NON-DISCRIMINATION

SECTION 6.1. Neither the Employer nor the F.O.P., Ohio Labor Council shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, ancestry, military status, disability or national origin.

SECTION 6.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 6.3. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may not be appealable to arbitration through the grievance procedure contained in this Agreement until the Employer, the employee, and their representatives have met at Step 1 and 2 of the grievance procedure in an effort to resolve the alleged violation prior to the appeal to either of these agencies and the employee has filed a complaint with either of these agencies, and the complaint is rejected.

SECTION 6.4. The Employer agrees not to interfere with the rights of bargaining unit

employees to become, or not become, members of the F.O.P., Ohio Labor Council, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P., Ohio Labor Council membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., Ohio Labor Council, as long as the activity does not conflict with the terms of this Agreement.

SECTION 6.5. The F.O.P., Ohio Labor Council agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P., Ohio Labor Council, and the F.O.P., Ohio Labor Council shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P., Ohio Labor Council or involvement in the F.O.P., Ohio Labor Council.

FULL-TIME/PART-TIME

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 7.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

SECTION 7.2. All grievances must be processed at the proper step in order to be considered at the subsequent steps, unless the parties mutually agree otherwise in writing.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

SECTION 7.3. It is the mutual desire of the Employer and the F.O.P., Ohio Labor Council to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with the F.O.P., Ohio Labor Council representative, if the former desires, must identify the alleged grievance on a grievance form to his supervisor within fourteen (14) calendar days after the employee knew or should have known of the

occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

Step 2: If the grievance is not satisfactorily resolved in Step 1, the employee, with the appropriate F.O.P., Ohio Labor Council representative, if the former desires, may refer the grievance to the 911 Director within seven (7) calendar days after receiving the Step 1 reply. The Director shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P., Ohio Labor Council representative, if the former desires. The Director shall investigate and respond to the grievant and/or appropriate, F.O.P., Ohio Labor Council representative with seven (7) calendar days following the meeting.

Step 3: Arbitration:

If the grievance is not satisfactorily settled in Step 2, the F.O.P., Ohio Labor Council may make written notification that the grievance will be submitted to binding arbitration. A notification for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of the intent to arbitrate, the Employer or his designee and the representative of the F.O.P., Ohio Labor Council shall, within fourteen (14) calendar days following the notice for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. A coin toss shall be used to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles in this Agreement. He may not modify or amend the Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated

or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The findings of the arbitrator shall be binding on all parties. (Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the F.O.P., Ohio Labor Council in the event an alternate list is requested by mutual agreement of the parties). All costs directly related to the services of the arbitrator shall be equally divided between the Employer and the F.O.P., Ohio Labor Council. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees are split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

SECTION 7.4. All grievances should contain all of the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.

2. Aggrieved employee's classification.

3. Date grievance was first discussed with Management.

4. Date grievance was filed in writing.

5. Date and time grievance occurred.

6. The location where the grievance occurred.

7. A description of the incident giving rise to the grievance.

8. Specific articles and sections of the Agreement violated.

9. Desired remedy to resolve the grievance.

SECTION 7.5. A grievance may be filed by bargaining unit members, or by the F.O.P., Ohio Labor Council, as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The F.O.P., Ohio Labor Council shall not process a grievance on behalf of any member without the member's knowledge and consent. The F.O.P., Ohio Labor Council shall attach a list of names of the members who have consented to the grievance at Step 2. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure. A bargaining unit member has the right to present grievances and have them adjusted, with or without the intervention of the F.O.P., Ohio Labor Council, as long as the adjustment is consistent with the terms of the Agreement and as long as the F.O.P., Ohio Labor Council may be present at the adjustment.

SECTION 7.6. The Employer shall provide the F.O.P., Ohio Labor Council with a list of management's designated representatives for each step of the grievance procedure.

FULL-TIME/PART-TIME

ARTICLE 8
CORRECTIVE ACTION

SECTION 8.1. No employee shall be disciplined or discharged except for just cause.

SECTION 8.2.

A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall normally consist of an oral warning, written reprimand, short-term suspension, and either a long term suspension or demotion prior to discharge.

B. Progressive discipline shall take into account the nature of a similar violation or the employee's record of discipline for previous gross misconduct.

C. The Employer agrees a pre-disciplinary hearing shall take place prior to any discharge or suspension. This hearing is to be held between the Employer, the employee, and their representatives before a party designated by the Employer. The Employer may suspend the employee with pay, pending disposition of the pre-disciplinary hearing.

SECTION 8.3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 8.4. All disciplinary investigations shall be conducted in accordance with the

provisions of this Article.

A. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisor. However, prior to an employee being asked questions during an internal non-criminal investigation, which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have F.O.P., Ohio Labor Council representation.

The F.O.P., Ohio Labor Council representation shall be the Union Associate for the employee's bargaining unit, if no F.O.P., Ohio Labor Council representative is available within a reasonable period of time.

B. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at the overtime rate of pay for any time the employee arrives at the work site or any other facility that the questioning may be conducted, until such time he or she is released to off duty status.

C. Any employee who refuses to answer questions may be charged with insubordination, only after receiving at least one warning that his continued refusal to answer questions may lead to disciplinary action and being read his "Garrity Rights"

D. No polygraph or truth verification test may be administered without the voluntary consent of the employee.

E. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.

F. Prior to any suspension without pay or termination of an employee, the employee will be afforded seventy two hour (72) notice of the charges against him and an opportunity to review the evidence against him, and cross examining any witnesses against him prior to responding in his own defense. An employee shall have an F.O.P., Ohio Labor Council representative and/or attorney to assist him in responding to the charges at a disciplinary hearing before a decision is made for a suspension without pay or termination.

G. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. If the affected employee is in disagreement with the action taken by the Employer, he may file a grievance at Step 2 in accordance with the grievance procedure contained in this Agreement. Such grievance shall be filed

within fourteen (14) calendar days.

FULL-TIME/PART-TIME

ARTICLE 9
RULES AND REGULATIONS

SECTION 9.1. Work Rules: The Employer shall ensure that all current permanent work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

SECTION 9.2. New Work Rules: The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

SECTION 9.3. Effect of Work Rules: A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 9.1 and/or 9.2 of this Article.

FULL-TIME/PART-TIME

ARTICLE 10
LABOR-MANAGEMENT COMMITTEE

SECTION 10.1. In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least five (5) working days in advance of the requested meeting day. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be held within a reasonable time period.

SECTION 10.2. The purpose of such meeting shall be limited to:

A. Notify the F.O.P., Ohio Labor Council of changes made by the Employer, which affect bargaining unit employees.

B. Disseminate general information of interest to the parties.

C. Give the Bargaining Unit Representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.

E. Discuss ways to increase productivity and improve efficiency.

F. Consider and discuss health and safety matters relating to employees.

SECTION 10.3. There shall be no more than three (3) representatives for each party in attendance at the Labor/Management Conference.

FULL-TIME/PART-TIME

ARTICLE 11
PERSONNEL FILES

SECTION 11.1. The Belmont County 911 administration shall only have one (1) official personnel file in the personnel office. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

SECTION 11.2. The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the employee's personnel file.

SECTION 11.3. Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance.

SECTION 11.4. The parties agree to abide by ORC 149.43 as it pertains to public records.

FULL-TIME/PART-TIME

ARTICLE 12
BULLETIN BOARDS/MISCELLANEOUS

SECTION 12.1. The Employer agrees to provide space for bulletin boards in the Break Room of the 911's Office for use by the F.O.P., Ohio Labor Council.

SECTION 12.2. The bulletin boards may be used by the Lodge or Labor Council for posting notices of the following type:

A. Recreational and social events.

B. F.O.P., Ohio Labor Council elections and elections results.

C. General membership meetings and other related business meetings.

D. General Lodge business of interest to members.

It is understood that no material may be posted on the Union bulletin board at any time, which contain the following:

A. Personal attacks upon any other member or any other employee.

B. Scandalous, scurrilous or derogatory attacks upon the administration.

C. Attacks on any other employee organization, regardless of whether the organization has local membership and,

D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

SECTION 12.3. No F.O.P., Ohio Labor Council related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the F.O.P., Ohio Labor Council.

SECTION 12.4. Items in violation of any provision of this Article shall be cause for the Employer to ask the F.O.P, Ohio Labor Council to remove said item or items.

SECTION 12.5. The F.O.P., Ohio Labor Council shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to F.O.P., Ohio Labor Council business or bargaining unit representation to the bargaining unit members. The F.O.P., Ohio Labor Council agrees that the use of the mailboxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P., Ohio Labor Council business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or 911's Office business. All mail placed into the mailboxes by the F.O.P., Ohio Labor Council shall be the property of bargaining unit members to whom it is addressed, and such mail shall not be subjected to the Employer's review.

SECTION 12.6. It is agreed that the F.O.P., Ohio Labor Council shall be permitted, upon a three (3) day notification in writing to the Director or his designee, to place a ballot box at the 911's Office up to two (2) times per calendar year for the purpose of collecting members' ballots on issues relating to ratification, modification, or maintenance of this Agreement. Such boxes shall be the property of the F.O.P., Ohio Labor Council and neither the ballot boxes nor their contents shall be subject to the Department's review. The F.O.P., Ohio Labor Council shall take measures to secure the ballot box in the designated location and to protect it from tampering. The method of securing shall be that only an F.O.P., Ohio Labor Council official shall be able to remove the ballot box. To further ensure security, the F.O.P., Ohio

Labor Council may assign at least one (1) off-duty F.O.P., Ohio Labor Council member to oversee the F.O.P., Ohio Labor Council balloting activity.

SECTION 12.7. The Union may schedule the 911 Board Room for Union meetings and other authorized union activities whenever available.

FULL-TIME/PART-TIME

ARTICLE 13
SENIORITY

SECTION 13.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

SECTION 13.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

FULL-TIME/PART-TIME

ARTICLE 14
LAYOFF AND RECALL

SECTION 14.1. When the Employer determines that a layoff is necessary due to lack of work, lack of funds, or a job abolishment (permanent deletion of a position/job function) due to a lack of funds, the affected employees shall be notified at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the F.O.P., Ohio Labor Council, agrees to meet and discuss the impact of the layoff on the bargaining unit employees.

SECTION 14.2. Employees will be laid off in accordance with their seniority within the classification with the least senior employee being laid off first. All temporary, intermittent, part-time, and seasonal employees in the classification will be laid off before full-time employees.

SECTION 14.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section in which they are recalled. Any recalled employee requiring additional

training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

SECTION 14.4. Employees reinstated in the same classification from which the layoff occurred shall be paid at the same rate of pay at the time of recall, without loss of any seniority.

SECTION 14.5. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P., Ohio Labor Council. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 14.6. The recalled employee shall have three (3) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by the employee and Employer.

SECTION 14.7. The Employer shall not contract out any bargaining unit work for any classification.

SECTION 14.8. Any Bargaining Unit (Shift Supervisor) who is laid off may bump down to a lower classification, and bumping will be based on departmental seniority, as defined in Section 14.2 of this Article.

ARTICLE 15
LEAVES AND LEAVES OF ABSENCE

SECTION 15.1. Leave Without Pay: Employees may be granted the following types of unpaid leaves of absence:

A. **Disability Separation Leave**
A physically incapacitated employee may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. hospitalized or institutionalized;

2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,

3. is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. If the Employer designates a physician to determine if an employee is incapacitated and the Employer's physician declares the employee incapacitated, then the Employer will support any claim filed by the employee for disability to the Ohio Public Employees Retirement System.

It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when the employee's sick leave or disability leave has expired. Time spent on disability leave prior to a disability separation shall be considered part of the two (2) year time period.

B. Educational Leave

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the 911's Office by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

C. Disability Leave

Upon request to the Employer, an employee who becomes ill, injured or pregnant shall be granted leave of absence without pay. The employee shall use all accrued sick leave before going on disability leave, subject to the Sick Leave Article.

A medical statement is required indicating the probable period the employee will be unable to work, as well as, the nature and cause of the disability. Should the disability leave of absence without pay exceed six (6) months, the employee may request and be granted a disability separation. If the Employer has reason to believe the employee's illness, injury or pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or disability leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal, and pertinent medical records may be released to the Employer's physician.

D. Maternity Leave

Upon request to the Employer, an employee who becomes pregnant may be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to

the Sick Leave Article. All maternity leave and/or Disability leave for maternity reasons shall comply with the Family and Medical Leave Act of 1993.

E. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

F. Authorization for Leave

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. Authorization for leave may not be granted in a disparate manner.

A leave of absence shall be requested on the standard Request for Leave Form.

G. Sick Leave Credit and Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

H. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written certified notice to the employee and the employee may be subject to corrective action.

I. Reinstatement From Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension for a justifiable cause within the various maximum time limits established under this Article.

J. Insurance Premiums During Leaves

Where an employee has requested, and been granted, a disability separation leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit programs in accordance with the FMLA from the

date of approval of the leave, provided the employee makes arrangements with the Employer for the payment of the legally required monthly premiums.

SECTION 15.2. Leaves with Pay: Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, arbitration, and Board or Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., these absences would be leave without pay or vacation.

B. Military-Leave

All employees who are members of the Ohio National Guard, the Ohio organized militia, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in ORC 5903.01 for up to twenty-two (22) eight (8) hour workdays or not to exceed one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. This service does not need to be in one continuous period of time.

Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered, by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of emergency.

D. Bereavement Leave

Bargaining unit employees shall be granted up to four (4) days of bereavement leave with pay for death in the immediate family, defined as mother, father, employee's spouse, child, or step-child, brother, sister, step-mother or father, step-brother or sister, and employee's grandparent. Bargaining unit employees shall be granted up to

two (2) days of bereavement leave with pay and the option of two(2) additional days charged to the employee's sick leave, for death of mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchildren and step-grandchildren.

One (1) day of bereavement leave must be utilized for the day of the funeral. The two days of bereavement leave will not be charged to any other earned leaves. Additional time off without pay, or additional leave chargeable to sick leave may be arranged at the discretion of the Employer.

E. **Family Medical Leave (FMLA)**
Family Medical Leave (FMLA) Employees shall use their accrued sick leave prior to making the transition to unpaid status during an authorized Family and Medical Leave.

FULL-TIME

ARTICLE 16
SICK LEAVE

SECTION 16.1. All employees shall receive sick leave credit at the rate of 4.6 hours per eighty (80) hours of active pay status, but not during leaves of unpaid absence or layoffs.

SECTION 16.2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour. Sick leave shall not count as hours worked for over-time purposes.

SECTION 16.3. The unused sick leave of an employee shall accumulate without limit.

SECTION 16.4. Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

A. All employees must notify the acting shift supervisor on duty at the communications center, Director or designee, in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.

B. No sick leave in excess of (3) three consecutive days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification, if the employee is under treatment by a physician. Any employee off sick more than three (3) consecutive scheduled work days will be required to present a return to work from a licensed physician before returning to work.

C. All employees having any serious contagious disease in their families shall immediately notify the Director or designee and shall not report to work until released to do so by the proper authority.

D. Where sick leave is requested to care for a member of the immediate family in excess of three (3) consecutive days, and the family member is under treatment by a physician, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family for sick leave purposes shall consist of: parents, grandparents, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, or any legal guardian or other person(s) who stands in place of a parent.

E. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.

F. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.

G. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

SECTION 16.5. Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

A. Illness or injury of the employee or a member of his/her immediate family where employee's presence is medically necessary.

B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

SECTION 16.6. If at any time the Director or designee detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern, the employee will be referred to the Director.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

SECTION 16.7. An employee with ten years of service, at the time of retirement from active service with the county, may elect to be paid in cash for one-fourth of the value of his/her earned but unused sick leave credit up to a maximum of one hundred twenty (120) days. The maximum of such payment shall not exceed two hundred and forty (240) hours, thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

SECTION 16.8. As an incentive for employees not to abuse sick leave, the Employer and the Union agree to implement the following incentive program

For the period January 1 to June 30 and July 1 to December 31, employees will be rewarded for not using sick leave during that period. Employees will be awarded personal days to be taken at the employee's discretion within six months of the day awarded and manpower permitting as determined by the employee's supervisor. Any personal days taken shall be deducted from days earned under Section 16.8 prior to any days used under Section 18.2.

Personal days shall be awarded as follows:

Sick Leave Used	Personal Days Awarded
1 Shift or 10 hours or less	2 personal days
2 Shifts or 20 hours or less	1 personal day

Personal leave is non-accumulative.

The use of personal days shall be submitted and approved by the Director or his designee seventy-two (72) hours prior to the requested time off.

ARTICLE 16-B PART-TIME SICK LEAVE

SECTION 16B.1. All employees shall receive sick leave credit at the rate of .0575 per hour worked, but not during leaves of unpaid absence or layoffs.

SECTION 16B.2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

SECTION 16B.3. The unused sick leave of an employee shall accumulate without limit.

SECTION 16B.4. Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

A. All employees must notify the shift supervisor on duty at the communications center in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.

B. All employees having any serious contagious disease in their families shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.

C. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.

D. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician - selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.

E. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

SECTION 16B.5. Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

A. Illness or injury of the employee or a member of his/her immediate family where

employee's presence is medically necessary.

B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

SECTION 16B.6. If at any time the shift supervisor or supervisor detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern the employee will be referred to the director.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

ARTICLE 17-A FULL-TIME HOURS OF WORK

SECTION 17A.1. The standard pay period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours. The workweek shall be computed between 8:01 a.m. on Sunday of each calendar week and at 08:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

SECTION 17A.2. Active pay status shall include all scheduled work hours, as well as, all hours while on approved sick leave, holidays, personal days, and vacation. However, sick leave shall not count as hours worked for overtime purposes.

SECTION 17A.3. In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

SECTION 17A.4. Monthly changes of shift does not constitute an overtime situation as long as there is a minimum of eight (8) hours between shifts.

ARTICLE 17-B PART-TIME
HOURS OF WORK

SECTION 17B.1. The work period shall be computed between 8:01 a.m. on Sunday of each calendar week and at 8:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

SECTION 17B.2. Active pay status shall include all scheduled work hours and sick leave, except sick leave shall not count as hours worked for overtime purposes.

SECTION 17B.3. In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

ARTICLE 17-C PART-TIME
PART-TIME EMPLOYEE SCHEDULING

SECTION 17C.1. Part-time dispatchers are to turn in an availability schedule at the Director's direction, however, the Director shall not require such schedules more than sixty (60) days in advance. Issues regarding scheduling are a proper topic for Labor Management Meetings. An attempt will be made to schedule each part-time employee a minimum of eight (8) or twelve (12) hours per week depending on the scheduling priorities of the Agency. The hours of work scheduled per part time employee may vary based on operational requirements.

SECTION 17C.2. A part-time employee must timely provide availability and actually work a minimum of two (2) days or twenty four (24) hours a month, unless these requirements are waived for the employee on a month by month basis at the sole discretion of the Director. Employees who fail to abide by these provisions shall be considered to have voluntarily resigned their working relationship with Belmont County 911.

SECTION 17C.3. When approached to work to fill vacant shift in the schedule, a part-time employee may refuse no more than two (2) times per calendar month. If the number of refusals exceeds the above stated amount, the employee shall be considered to have voluntarily resigned their working relationship with Belmont County 911. In addition, a part-time employee must respond and accept or reject the Employer's request to work within twenty (20) minutes of the Employer's request. Part time employees accepting a request to work will report as directed, or in as short of a time period as is reasonably possible. Failure to timely respond or timely report will be considered a refusal to work and applied to the

employee's monthly count.

Family emergencies, other employment requirements, or other extenuating circumstances, as deemed reasonable by the Director, shall excuse a part time employee from being assigned to the open shift. It is the responsibility of the employee to timely submit adequate documentation of said excuses to the Director.

Notice of resignations of part time employees pursuant to the above will be sent to the employee's last known address, and a copy provided to the local FOP/OLC President or designee.

SECTION 17C.4. The parties agree, six (6) calendar months following implementation of this article, to meet utilizing the Labor Management Committee and discuss the application of this article.

ARTICLE 18
OVERTIME

SECTION 18.1. Bargaining unit members shall be compensated at straight time for all hours in paid status, except that any hours in excess of eight (8) hours or twelve (12) hours based on assigned work schedule in a work day or over eighty (80) hours in any pay period shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay. Overtime shall be prior approved by the Director, or his designee unless an emergency exists that requires immediate response.

SECTION 18.2. The Employer shall equally distribute overtime opportunities among qualified employees with the full time employees currently having right of first refusal for overtime opportunities. If all full-time and part-time employees refuse, then a full-time employee will be mandated in inverse order by seniority.

Personal Leave Days: Employees shall receive three (3) personal days off per year for each full-time employee. Said personal days shall be issued every January 1 and may be scheduled with a minimum of seventy-two (72) hours notice prior to the date requested, except in exigent circumstances in which the notice may be waived. Employees may cash in their unused personal leave days during the calendar year in which they are issued. All unused personal days will expire on December 31st of each calendar year. This benefit shall be prorated for new hires every four (4) months. Any personal days taken shall be deducted from days earned under Section 16.8 prior to any days used under Section 18.2.

SECTION 18.3. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time, unless overtime has been approved by the Employer.

SECTION 18.4. There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

SECTION 18.5. If a bargaining unit member's days off abut his/her vacation days, they shall not be subject to a mandatory call in.

SECTION 18.6. Employees scheduled for stand-by status shall earn a stand-by supplement of twenty-four dollars ($24.00) per day effective June 1, 2011. Stand-by schedule shall be implemented through labor management agreement. Included in scheduling for stand-by will be both full and part time bargaining unit employees. Employees scheduled and paid for stand-by status shall be free to use their time as they please, but in order to receive the stand-by pay supplement employees must be readily available to report to work when directed in as short a time as is reasonably possible. The bargaining unit chairperson or designee shall be responsible for scheduling the standby employee. Standby responsibilities shall be rotated as equitably as possible among all bargaining unit employees, first utilizing full-time employees and only then offered to part-time employees.

ARTICLE 19
REPORT IN AND CALL-IN WORK

SECTION 19.1. Any bargaining unit employee who accepts an authorized request to work during hours outside his regularly scheduled time, shall be paid in the following manner after reporting to his regular work assignment:

A. Any bargaining unit employee called, while at home, and required to begin work any time more than one (1) hour prior to his regularly scheduled shift, shall be guaranteed a minimum of two (2) hours pay at one and one half times his/her rate of pay for such work in addition to his regularly scheduled shift pay.

B. A bargaining unit employee requested to begin work anytime within one (1) hour immediately preceding the start of his regular shift, shall be paid at the appropriate rate of pay only for the time actually worked.

C. When a bargaining unit member is called back to work he shall be paid a minimum of two (2) hours at the appropriate rate of pay (i.e. overtime rate of pay). This provision shall apply to bargaining unit members called in for off-duty court appearances and to departmental meetings. This minimum call-in guarantee shall be paid at one and one-half (1½) times the member's regular rate of pay when the member is thereby placed in overtime status. All report-in and call-in work, which is in addition to the employee's regular schedule, must have prior authorization of the Director or his

designee.

ARTICLE 20
TRAINING

SECTION 20.1. Each employee may request training. Said training or schooling is not to be mandatory, but left to the discretion of the Director. All training and schooling will be scheduled in accordance with the needs of the Director and rotated among the full-time and part-time employees, by seniority. All training and schooling shall be posted thirty (30) days in advance.

SECTION 20.2. Any training that is mandated by the State, Federal, or the County shall be attended as time worked. If the employee works more than forty (40) hours in a work week by attending mandatory training, overtime shall apply. The Employer may adjust the employee's schedule for training purposes only.

SECTION 20.3. Any mandated training that requires driving outside of the County, the County shall provide a vehicle to use to and from the training, or if the employee uses his/her personal vehicle, they shall be compensated in accordance with the County policy and any additional cost to the employee. (i.e. food, parking and or lodging) Receipts shall be required.

ARTICLE 21
VACATIONS

SECTION 21.1. All full-time employees shall earn vacation leave with pay as follows:

Length of Service	# of Weeks	Hourly Equivalent
Less than 1 (1) year	0	0
One (1) year to five (5) years	2	80
Six (6) years to ten (10) years	3	120
Eleven (11) to fifteen (15) years	4	160
Sixteen (16) years to twenty (20) years	5	200

Such vacation leave shall be accrued to employees at the following rates:

Vacation Accrued	Per Pay Period
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

SECTION 21.2. Each employee entitled to vacation will schedule at least one week of vacation on consecutive days. One week shall consist of a minimum of 36 (thirty-six) hours or 44 (forty-four) hours, according to their assigned work schedule. Upon scheduling of at least one (1) week, the balance of any vacation may be taken in increments of one (1) day. An employee shall have the right to take vacations according to his seniority, and in accordance with the selection procedure of Sections 3 and 4 of this Article.

SECTION 21.3. An employee requesting a one (1) day non-scheduled vacation, must submit his request and receive approval by the Director or his designee at least three (3) work days prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted and approved five (5) workdays prior to the commencement of such leave. Time limits may be waived under exigent circumstances by the Director or his designee.

SECTION 21.4. The order of the members selecting a vacation shall be by seniority full-time employees have first choice. In order to be granted preference by seniority hereunder, requested vacation time must be submitted to the Director or his designee in writing no sooner than December 1 the previous calendar year for the following calendar year or later than March 1st of each year. Vacation requests and/or changes submitted after March 1st shall be scheduled on a first come, first served basis. Vacation leave will only be authorized for one (1) employee per shift and no more than two (2) for the agency.

SECTION 21.5. The Employee may accumulate vacation from year to year, not to exceed three (3) years accrual rate.

SECTION 21.6. Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

SECTION 21.7. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

SECTION 21.8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

ARTICLE 22
HOLIDAYS

SECTION 22.1. All full-time employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
General Election Day 4 hours

The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday. Holidays shall be celebrated on the actual day of the holiday.

SECTION 22.2. An employee required to work on any of the holidays listed in Section 1 above, shall be entitled to pay for such time worked at one and one-half (1½) times his regular base rate of pay.

SECTION 22.3. Employees reporting off sick on a scheduled duty day, which is a holiday, shall be charged eight (8) hours sick leave in lieu of holiday pay.

SECTION 22.4. To receive holiday pay, an employee must work his/her last scheduled work day before the holiday and his/her next scheduled workday following the holiday, excluding a break of seven (7) days or more.

SECTION 22.5. A part-time employee required to work on a holiday shall be paid eight (8) hours for said holiday plus time and one-half his/her regular base rate of pay for all hours worked.

FULL-TIME/PART-TIME

ARTICLE 23
HEALTH AND SAFETY

SECTION 23.1. The Employer agrees to maintain, in safe working condition, all facilities, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

SECTION 23.2. Adequate first-aid equipment will be provided.

FULL-TIME/PART-TIME

ARTICLE 24
UNIFORM ALLOWANCE

SECTION 24.1. If uniforms are required they will be worn in accordance with Section 201, Uniform Dress Code of the Standing Operating Procedures.

FULL-TIME/PART-TIME

ARTICLE 25
PROFESSIONAL LIABILITY INSURANCE

SECTION 25.1. The Employer shall continue to provide professional liability insurance in amounts, which meet or exceed the amount being provided at the time this contract is executed (which consists of $500,000.00 per person and $500,000.00 per incident).

FULL-TIME

ARTICLE 26
HOSPITALIZATION AND MAJOR MEDICAL

SECTION 26.1. The Employer agrees to maintain any medical insurance programs implemented by the County Commissioners each medical program contract year during the life of this Agreement.

SECTION 26.2. The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract. In addition, any increases in current benefits implemented by the Board of Belmont County Commissioners will automatically apply in the term of this Agreement.

SECTION 26.3. All employees shall pay, through payroll deduction, twelve (12%) percent of their insurance premiums during the life of this Agreement.

SECTION 26.4. Belmont County may provide all eligible full-time employees under the age of 65, life insurance protection, and/or accidental death and dismemberment (AD&D) coverage in such amounts and upon such terms as the Board of County Commissioners shall determine.

SECTION 26.5. An employee may opt to waive the insurance coverage provided by the County. An employee will be paid in accordance with the Belmont County Personalized Employee Plan. Each employee who waives hospitalization will receive $1,000.00 annually to be paid quarterly.

The employee shall be required to provide a proof of Insurance (hospitalization) to the Employer before the opt out benefit is agreed to.

ARTICLE 27
WAGES

SECTION 27.1.

Effective January 1, 2011

	Supervisors	**Dispatcher 1** **0 to 1 year**	**Dispatcher 2** **Completion of 1 year**
Hourly	$14.92	$13.69	$14.09
Biweekly	$1,193.60	$1,095.20	$1,127.20
Annual	$31,033.60	$28,475.20	$29,307.20

Dispatcher 1 shall move to the Dispatcher 2's pay scale on the completion of one year based on his/her date of hire.

On June 1, 2012 and on June 1, 2013, the bargaining unit shall receive any wage increase provided by the BOCC to classified non-bargaining unit employees paid from the General Fund for whom the BOCC is the appointing authority.

SECTION 27.2. Any dispatcher working as a supervisor shall receive the supervisor's rate of pay for all hours worked as a supervisor. Any dispatcher working as a trainer shall receive an additional .25 for each hour served as a trainer.

SECTION 27.3. All full-time bargaining unit members shall receive a longevity pay as follows:

Five (5) completed years of service	$0.14 cents per hour
Ten (10) completed years of service	$0.24 cents per hour

FULL-TIME/PART-TIME

ARTICLE 28
SEVERABILITY

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the F.O.P. OHIO LABOR COUNCIL will meet promptly for the purpose of negotiating a mutually satisfactory

provision on the same subject matter according to the provisions of O.R.C. Chapter 4117.

FULL-TIME/PART-TIME

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

SECTION 29.1. In case of a publicly declared emergency, defined as Acts of God or civil disorder, declared by the President of the United States, the Governor of the State of Ohio, the Belmont County 911 or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer until the emergency is over:

A. Time limits for the processing of grievances, and

B. All work rules and/or agreements and practices relating to the assignment of all employees.

SECTION 29.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

FULL-TIME/PART-TIME

ARTICLE 30
NO STRIKE/NO LOCKOUT

SECTION 30.1. The F.O.P. OHIO LABOR COUNCIL agrees to the essential nature of service provided by its members in protecting the public's health and safety. In recognition of this fact, the F.O.P. OHIO LABOR COUNCIL agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the F.O.P. OHIO LABOR COUNCIL agrees that it shall join the Employer in requiring its members to return to work immediately.

SECTION 30.2. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

SECTION 30.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any authorized or unlawful strike.

FULL-TIME/PART-TIME

ARTICLE 31
COPIES OF AGREEMENT

SECTION 31.1. The F.O.P. OHIO LABOR COUNCIL will provide copies of this Agreement to each member of the bargaining unit.

FULL-TIME/PART-TIME

ARTICLE 32
PAST PRACTICE

Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms or conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the F.O.P. OHIO LABOR COUNCIL take place and said alteration is put in writing and signed by the parties.

FULL-TIME/PART-TIME

ARTICLE 33
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

SECTION 33.1. In accordance with the provisions of Ohio Revised Code (ORC) Section 4117.10(A), all provisions listed in the index of this Agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC Section 124.01 through 124.56, ORC Sections 325.19, 9.44, and 4111.03. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this Agreement except as prohibited by ORC 4117.08(B). The applicability of Civil Service shall be governed by the Ohio Revised Code.

FULL-TIME/PART-TIME

ARTICLE 34
DRUG/ALCOHOL TESTING

SECTION 34.1. Drug/Alcohol testing may be conducted on employee's post-incident or reasonable suspicion.

A bargaining unit employee may, of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test, if he is involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

SECTION 34.2. All drug-screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Director and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

SECTION 34.3.

A. The results of the testing shall be delivered to the Director and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

B. The Director may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Director may discipline the employee. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

SECTION 34.4.

A. If a drug-screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.

B. In the event the second (2^{nd}) test confirms the result of the first (1^{st}) test; the Director may proceed with the sanctions as set forth in this Article.

C. In the event that the second (2^{nd}) test contradicts the result of the first (1^{st}) test, the Director may request a third (3^{rd}) test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Director to proceed with

sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of doubt and no sanctions shall be imposed.

D. In the event that any two (2) results are positive, the employee is entitled to have the sample in the third (3^{rd}) container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

SECTION 34.5. A list of two (2) testing laboratories shall be maintained by the Director. These laboratories shall conduct any testing directed by the Director.

SECTION 34.6. If the testing required above has produced a positive result, the Director may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available; the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

SECTION 34.7. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

SECTION 34.8. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

SECTION 34.9. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

FULL-TIME/PART-TIME

ARTICLE 35
JOB DUTIES

The Belmont County 911 dispatchers are expected to perform their assigned job duties which are directly related to their positions as dispatchers. Other duties which are not directly related (i.e., snow removal, custodial tasks, and other work regarding the general upkeep of the facility) are tasks which the dispatchers will not be expected to perform in the future.

The dispatchers will be expected to continue to maintain their own personal work area and take care of their own personal items such as dirty dishes and other eating utensils.

FULL-TIME/PART-TIME

ARTICLE 36
NEW PROBATIONARY PERIOD

SECTION 36.1. Every newly hired employee of the Belmont County 911 Center will be required to successfully complete a probationary period of one (1) year or three hundred sixty-five (365) calendar days. All bargaining unit members hired prior to the effective date of this Agreement will complete the probationary period of one (1) year following their date of hire.

SECTION 36.2. A newly hired employee who is terminated during his/her probationary period will have no access to the grievance procedure as contained in this Agreement to protect his/her removal.

SECTION 36.3. Any probationary bargaining unit member who is off work in nonpaid status due to illness or injury shall have their probationary period extended by the amount of time off work. Any time on a leave of absence without pay shall not be counted as part of the probationary period which shall cause the extension of the probationary period by an equal number of days spent in no-pay status.

ARTICLE 37
DURATION OF AGREEMENT

SECTION 37.1.

A. This Agreement shall be effective as of January 1, 2011 and shall remain in full force and effect until December 31, 2014 unless otherwise terminated as provided herein.

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. The provisions of this Agreement

constitute the entire Agreement between the Employer and the F.O.P. OHIO LABOR COUNCIL and all prior Agreements, either oral or written, are hereby canceled.

C. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 11 day of July, 2011.

FOR THE EMPLOYER

Robyn Marshall
Belmont County 911 Director

FOR THE UNION

Robert L. Goheen
Senior Staff Representative

BELMONT COUNTY COMMISSIONERS

Matt Coffland, President

Charles R. Probst, Jr., Vice President

Ginny Favede, Commissioner

David S. Kessler, Labor Consultant

Approved as to Form:

Belmont County Prosecutor

UNION REPRESENTATIVES

James Delman

Robert Tracey

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	Case No(s):	10-MED-09-1278 10-MED-09-1279
and,		
BELMONT COUNTY 911, EMPLOYER.		

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. David S. Blaugrund
dsb@bhmlaw.com