



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

10-MED-10-1573
28520
2205-03
02/28/2012

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

}
} Case No(s): 10-MED-10-1573
}

and,

STARK COUNTY COMMISSIONERS,
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,

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AGREEMENT
BETWEEN
THE FRATERNAL ORDER OF POLICE
AND
STARK COUNTY BOARD OF COMMISSIONERS

Effective: February 1, 2011
Expiration: June 30, 2013

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Contract Between
Fraternal Order of Police
and
The Stark County Board of Commissioners

This Contract is entered into between the Fraternal Order of Police, hereinafter called the "Union" and The Stark County Board of Commissioners, hereinafter called the "County or Employer."

Witnesseth:

THAT, in consideration of the mutual promises herein contained, the parties hereto agree reach the other as follows:

ARTICLE 1 - RECOGNITION

SECTION 1.

The County of Stark, Ohio and the Board of County Commissioners do hereby recognize and accept the FOP, Ohio Labor Council, Inc., and having been certified by the State Employment Relations Board on May 15, 2001, Case Number 00-REP-10-0236, the Employer recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its employees as one unit, but excluding confidential employees and excluding professional employees and supervisors as defined by the State Employment Relations Board.

The Bargaining unit includes the following classifications:

911 Operator - as recognized by SERB.

SECTION 2.

If the Employer establishes a classification which did not exist on the effective date of this Agreement, the Employer will meet with the Union to discuss whether such position warrants inclusion under the Ohio Revised Code, Chapter 4117. If the parties cannot agree, the decision of SERB will be final for the life of the Agreement.

ARTICLE 2 - NONDISCRIMINATION

SECTION 1.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit regardless of age, sex, handicap, marital status, race, color, creed,

national origin, Union, religious, political affiliation or non-affiliation, veteran status or sexual preference. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2.

All references to employees in this Agreement designate both sexes, and whatever gender is used shall be construed to include both male and female employees.

SECTION 3.

The Employer and the Union agree that wage rates paid should reflect the working conditions and the degree of skill, responsibility, and effort of the employee without regard to sex.

ARTICLE 3 - MANAGEMENT RIGHTS

SECTION 1.

Except to the extent specifically modified by this Agreement, the Employer shall have the exclusive right to administer the business of the 9-1-1 Department. The Union recognizes that the Employer retains the full right and responsibility to direct the operations of the 9-1-1 Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- 1) Determine matters of inherent managerial activities which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards, services, its overall budget, utilization of technology, and organizational structure;
- 2) Direct, supervise, evaluate or hire employees;
- 3) Maintain and improve the efficiency and effectiveness of the 9-1-1 service(s) and governmental operations;
- 4) Determine the overall methods, process, means, or personnel by which the 9-1-1 system(s) and services and governmental operations are to be conducted;
- 5) Suspend, discipline, demote or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- 6) Determine the adequacy of the work force;
- 7) Determine the overall mission of the Employer as a unit of government;
- 8) Effectively manage the work force;

- 9) Take actions to carry out the mission of the public employer as a governmental unit.

SECTION 2.

The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified by this Agreement remain the functions of the Employer. No provision of the Management Rights article shall supersede or be in conflict with any part of this collective bargaining agreement.

ARTICLE 4 - AGREEMENT

SECTION 1.

Should any governmental regulations or court decisions prevent the implementation of any section of this Agreement, then such action shall be implemented immediately upon any change or the ending of such governmental regulation or court decision.

SECTION 2.

Any section of this Agreement which is held by the final order of a court of competent jurisdiction to be in violation of or contrary to municipal, state, or federal acts or statutes now effective, or which may become effective during the term of this Agreement, shall be considered void. Any section of this Agreement which is thus voided shall be negotiated by the parties immediately upon being informed of a section thus made void.

ARTICLE 5 - RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

The Union and the Employer recognize that it is in the best interests of the Employer, the Union and the public that all dealings between the Employer and the Union be conducted in a spirit of mutual responsibility and respect. Both parties agree to bring to the attention of all employees, including new hires, the necessity to conduct themselves in such a manner. To insure such a relationship, the Union, the Employer and their representatives at all levels agree to apply the terms of this Agreement fairly, and to impress upon their employees and/or members the need to conform to and abide by the conditions, terms and measures stated in this Agreement.

ARTICLE 6 - NO STRIKE / NO LOCKOUT

SECTION 1.

The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, walk-out, work stoppage or slowdown at any operation or operations of the Employer for the duration of this Agreement.

SECTION 2.

The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event any violation of Section 1 occurs, the Union shall immediately notify all employees that the strike, walkout, work stoppage, or slowdown at any operation or operations of the Employer is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return as regularly scheduled.

SECTION 3.

The Employer or its representatives shall not lock out any employees for the duration of this Agreement.

ARTICLE 7 - DUES DEDUCTION

SECTION 1.

The Employer agrees to deduct from the wages and salaries of the employee eligible for membership in the bargaining unit dues required by the FOP/OLC by payroll deduction upon the individual employee voluntarily signing a written authorization for dues deduction.

SECTION 2.

The authorization form for dues deduction will be provided by the FOP/OLC, and forwarded to the Stark County Commissioner's Personnel Manager, who will send the authorization form to the County Auditor's Office. Dues and the contract service fee provided for by this Article shall be paid once a month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the FOP/OLC from time to time.

SECTION 3.

Any present employee who is a member of the Union on the effective date of this Agreement and any new employee who voluntarily elects membership, may not resign from the Union during the term of this Agreement, except as provided herein. If any employee desires to resign his or her union membership, he or she may do so during the thirty (30) day period that occurs ninety (90) calendar days prior to the termination date, and no later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices to resign shall be effective on the original termination date of the Agreement and must be forwarded to the Employer prior to the termination of the Agreement.

SECTION 4.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will

indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from the deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

It is also agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made the employee must notify the Stark County Personnel Manager and the Union, in writing by certified mail, within thirty (30) calendar days after the date such error is claimed to have occurred. If it is found that an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by adjusting amount deducted from the pay of the employee to correct said error.

SECTION 5.

The Employer shall be relieved from making dues deductions of any kind upon (a) termination of employment, (b) transfer to a job classification outside the bargaining unit, (c) layoff from work, (d) an unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Additionally, the Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 6.

Sixty (60) days following the beginning of employment, or thirty (30) days following the signing of this Agreement, all employees under this Agreement who are not union members, shall pay to the Union, through a payroll deduction, a contract service fee. The contract service fee is automatic and does not require any employee to become or remain a member of the Union, nor shall the contract service fee exceed the membership dues paid by the members of the Union in the same bargaining unit. The contract service fee shall not be used to finance political and /or ideological activity. The contract service fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of these bargaining unit members. The Union shall annually certify to the Employer the amount of the contract service fee. The Union shall prescribe a rebate and challenge procedure that complies with Ohio Revised Code 4117.09(C) and federal law. The Union shall notify all potential objectors of their right to file with SERB a conscientious objection because of religious beliefs. Nothing in this section shall require the Employer to terminate an employee who is in the process of challenging the rebate procedure.

ARTICLE 8 - UNION REPRESENTATION / RIGHTS LEAVE

SECTION 1.

Every effort shall be made to permit the Union representatives to enter the premises of the Stark County 911 Call Center for purposes of ascertaining whether or not this contract is being observed.

SECTION 2.

Such visit(s) shall be made with as much notice as possible but with no less than a minimum one (1) hour notice to the Employer or his designee and shall not interfere with the work of any employee or operations of the Employer. Such visits shall be in an area designated by the Employer between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

SECTION 3.

The Employer recognizes the right of the Union to select an Associate and an alternate Associate. The Union and the Employer shall keep each other informed of their respective duly authorized representatives.

SECTION 4.

A Union Associate shall be permitted reasonable time with pay to investigate and process grievances during scheduled working hours. Paid time for investigation shall not exceed one hour unless agreed to by the Employer. The Union Associate will notify, and obtain permission from the Employer prior to the investigations of any grievance. The Employer will not unreasonably deny any such request. If during such an investigation a situation occurs that requires the Associate to resume his/her normal duties, as determined by the Employer, or in the absence of the Employer an on duty employee, the Associate will return to the work station. Such investigation will resume after the situation has been resolved.

ARTICLE 9 - SUCCESSOR CLAUSE

Should the Stark County 9-1-1 System be reorganized under another appointing authority and to the extent that the reorganization includes 9-1-1 operators performing the same job duties as the current bargaining unit, the parties agree that the terms and conditions of this Agreement will remain in effect for those employees who held the title and performed the function of an 9-1-1 operator as of the effective date of this contract.

During the term of this Agreement, should the Stark County 911 System be reorganized, the 911 Operators classification be abolished and countywide dispatching services be transferred to the Stark County Council of Governments (SCOG), the following will occur:

Each and every bargaining unit member, as of the effective date of the reorganization will be offered the opportunity to attend dispatch training fully paid for by the County.

Upon the successful completion of the training and any required certifications, each bargaining unit member will be offered full-time employment with the SCOG countywide dispatch unit. Should an employee be deemed to have unsuccessfully completed the training and any required certifications, such determination will not be made on an arbitrary, capricious or unreasonable basis.

Upon the successful completion of the training and any required certifications, each bargaining unit member will be given a \$500.00 training bonus, provided they accept employment with the SCOG countywide dispatch unit.

Upon the successful completion of the training and any required certifications, current employees not wanting full-time employment will be offered part-time position, if available, prior to the hiring of part-time employees not employed by the Stark County 911.

ARTICLE 10 - BULLETIN BOARD

SECTION 1.

The Employer shall provide the Union with a bulletin board measuring 3 feet by 5 feet, in the Stark County 911 Call Center.

The Union agrees that this shall be the only area used by the Union or its members for the posting of notices of Union business.

SECTION 2.

All notices which appear on the Union's bulletin board shall be posted and signed by the Union official in the bargaining unit during non-working time and shall only consist of items (A) through (I) below. The Employer shall not remove such items. They may be posted without the necessity of receiving the Employer's prior approval.

- A. Grievances;
- B. Union recreational and social affairs;
- C. Notice of Union meetings;
- D. Union appointments;
- E. Notice of Union elections;
- F. Results of Union elections;
- G. Reports of standing committees and independent arms of the Union;

- H. Legislative reports and Union reports; and
- I. News articles.

SECTION 3.

All other notices of any kind not covered in items (A) through (I) in Section 2 must receive prior approval of the Employer or the Employer's designated representative. It is also agreed that no material may be posted on this bulletin board at any time which contains any of the following:

- A. Scandalous, scurrilous or derogatory attacks upon any person, agency, department, or organization;
- B. Favorable and/or unfavorable comments or attacks regarding a candidate or candidates for public office.

ARTICLE 11 - LABOR-MANAGEMENT MEETINGS

SECTION 1.

In the interest of sound labor-management relations, on a mutually agreeable day and time, at the request of either party, the Employer and/or his designee shall meet with representatives of the Union to discuss the administration of the Agreement.

SECTION 2.

Unless otherwise agreed, there shall be no more than three (3) employee representatives (one per shift) and one non-employee (e.g. local Union representative) in attendance at a labor-management meeting.

SECTION 3.

An employee representative shall not suffer a loss of pay for time spent in a labor-management meeting during that employee representatives' scheduled work period. Time spent in a labor-management meeting which extends beyond or occurs outside of an employee representative's scheduled work period shall be unpaid time.

SECTION 4.

Upon agreement of the date and time of a labor-management meeting, the Employer and the Union shall exchange agenda items and at least five (5) working days in advance of the scheduled meeting. The agenda shall include a list of subjects to be addressed during the meeting and the name(s) of the representatives who will attend. If relevant issues are brought to the attention of the Union or the Employer less than five (5) working days in advance of the scheduled meeting, these issues may be discussed by mutual agreement.

ARTICLE 12 - SAFETY AND HEALTH

SECTION 1.

The Employer and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Employer shall continue to make reasonable provisions for the safety and health of its employees. Employees accept the responsibility to operate the Employer's equipment and perform work in the work area in a safe and proper manner.

SECTION 2.

Employees accept the responsibility to follow all reasonable safety rules and safe working methods promulgated by the Employer.

SECTION 3.

No employee shall be threatened with disciplinary action or loss of employment due to refusing to work in a bona fide unsafe, or life threatening situation.

ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY

SECTION 1.

Upon the written request of a bargaining unit employee, the Employer may grant such employee a leave of absence without pay. A leave without pay must be requested in advance of such leave. The maximum duration of leave of absence without pay for personal or medical reasons shall not exceed six (6) months.

SECTION 2.

A leave of absence without pay may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would benefit the county service, or for voluntary service in any governmentally sponsored program of public improvement.

SECTION 3.

The authorization of leave of absence without pay shall be at the discretion of the Employer. Each request shall be decided based upon its individual merits.

SECTION 4.

Upon returning from a medical or personal leave of absence of no more than six (6) months, the Employer shall place the employee in the employee's former position, provided such position exists. Upon returning from a leave granted pursuant to Section 2 of this Article, the Employer shall place the employee in an available position within the employee's former classification. An employee may return to active pay status prior

to the originally scheduled expiration date of such leave if such early return is agreeable to the Employer.

SECTION 5.

Any employee who fails to return to duty within three (3) working days after the completion or valid cancellation of a leave of absence, without reporting to the Employer or his representative, may be removed from employment. In the event of extenuating circumstances, such as a documented medical illness, injury or other similar reason that would prevent the employee from returning within the specified time limit, the Employer may grant a reasonable extension.

SECTION 6.

If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to return to work.

SECTION 7.

Any employee who has received an authorized leave of absence without pay shall be placed into a no pay status and shall not earn sick or vacation leave credit(s) or any other type of paid leave time until returned to active pay status.

SECTION 8.

The period during which an employee is on leave of absence without pay shall not be counted toward an employee's probationary period.

SECTION 9.

If any employee has no accumulated sick leave and/or vacation time and is faced with medical emergency, the employee may request a leave of absence without pay by telephone by following the established procedures for reporting an unscheduled absence from work. The employee must state the reason for the request. Medical or other appropriate documentation must be provided immediately upon return to work if more than four (4) hours of unpaid leave is requested.

The Employer may waive the documentation requirement in extenuating circumstances.

SECTION 10.

Should an employee be unable to return to work at the expiration of a six (6) month leave of absence without pay due to medical reasons, the employee shall be placed on a disability separation.

ARTICLE 14 - FAMILY AND MEDICAL LEAVE

SECTION 1.

Pursuant to the Family and Medical Leave Act of 1993, employees who have worked for a minimum of twelve (12) months and 1,250 hours over the previous twelve (12) month period, may be eligible for up to twenty-six (26) weeks of approved leave. The leave may be granted for one of the following reasons:

- A. Birth and care of a newborn child, or placement for adoption or foster care, if such leave occurs within twelve (12) months of the birth or placement;
- B. To care for the employee's family member* who has a serious health condition** or;
- C. For a serious health condition that makes the employee unable to perform his/her job duties.

A request for Family/Medical Leave, along with the appropriate medical certification when requested due to a serious health condition, should be submitted thirty (30) days in advance when the leave is foreseeable or with as much advance notice as possible. A medical certificate verifying the employee's fitness for duty must be submitted prior to the employee's return if the leave is for personal illness or injury.

When requesting Family/Medical Leave, the employee must use all paid leave time available to the employee before leave without pay will be approved for any remaining portion of the maximum twenty-six (26) week period.

The combined paid and unpaid leave will constitute time counted toward the Family/Medical Leave. The combined total amount of time, paid and unpaid, an employee may have for the Family/Medical Leave shall not exceed six (6) months.

The Employer may require a medical evaluation (second and third opinions) at the Employer's expense to support the employee's request for extended leave. A fitness for duty report is required to return to work.

The Employer will continue an eligible employee's health coverage under the agency's group health plan during an approved Family/Medical Leave up to a maximum of twenty-six (26) weeks. The employee is responsible for remitting the co-payment to the agency prior to the last day of the month, either through payroll deduction or direct payment. If the employee fails to return to work following the Family/Medical Leave, the employee will be notified of his/her options for continued Health Insurance coverage under COBRA.

Failure to return from Family/Medical Leave shall cause the employee to be responsible for the total health plan costs paid by the Employer during the period of Family/Medical Leave, except where failure to return is due to a serious health condition.

Family/Medical Leave need not be for twenty-six (26) weeks consecutively, but in no case can Family/Medical Leave exceed twenty-six (26) weeks in a twelve (12) month period, that twelve (12) months being calculated from the twelve (12) months preceding the first day of leave.

Employees returning to work from an approved Family/Medical Leave will be returned to the employee's previous position or a similar position if the employee's position no longer exists, or unless a reasonable accommodation is made consistent with the provisions of the American with Disabilities Act.

Intermittent leave or a reduced leave schedule will only be approved when certified as medically necessary. An employee approved for intermittent or reduced leave may be transferred by the Employer to an available alternative position with equivalent pay and benefits for which the employee is qualified.

Family and Medical Leave must be requested in writing.

- * For the purposes of Family and Medical Leave, family is defined as a spouse, children, parents or an individual who stands in place of a parent.
- ** Serious health condition means an illness, injury, impairment or physical or mental condition which requires either inpatient care or continuing treatment as certified by a licensed health-care provider for a period of more than three (3) working days.

ARTICLE 15 - COURT LEAVE AND JURY DUTY

SECTION 1.

Court leave with full pay shall be granted to any employee who is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the matter is work related.

Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time or leave of absence without pay for purposes of attending the hearing. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or custodian of juveniles.

The employee shall furnish proof by attaching the court notification to the Request for Leave form.

SECTION 2.

Court leave with full pay shall be granted to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall turn in to the supervisor or department head a copy of the summons for jury duty.

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the department head or supervisor for transmittal to the County Treasurer.

ARTICLE 16 - PAID LEAVE OF ABSENCE - MILITARY LEAVE

SECTION 1.

All employees shall be granted a leave of absence for military duty in accordance with federal and state law.

ARTICLE 17 - SICK LEAVE

SECTION 1. - SICK LEAVE

For each regularly completed hour of pay on active pay status, each employee shall be entitled to sick leave at the rate detailed in Appendix C. Employees may use sick leave upon approval of the Employer for absences described in Section 5, "Uses of Sick Leave," of this Article.

SECTION 2. - IMMEDIATE FAMILY DEFINED

For purposes of this Article, "immediate family" is defined as: mother, father, child, grandchild, spouse, grandparent; or legal guardian or ward living in the employee's household, stepchildren, step grandchildren, and persons in lieu of parents.

SECTION 3. - ACCRUED SICK LEAVE

Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work.

SECTION 4. - CHARGING OF SICK LEAVE

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

SECTION 5. - USES OF SICK LEAVE

Sick leave shall be granted to an employee upon submission of a "Sick Leave Application" and a physician's slip as required and approval of the Employer. Sick Leave may be used for the following:

- A. Illness, injury, pregnancy-related condition of the employee, or a member of the employee's immediate family, where the employee's presence is

reasonably necessary for the health and welfare of the affected family member.

- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner and which cannot be scheduled during non-working hours.
- D. Examination, including medical, psychological, dental or optical of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary and such examination cannot be scheduled during non-working hours.

SECTION 6. - TREATMENT RESPONSIBILITY

It shall be the responsibility of the employee to receive necessary medical treatment and to return to an active work status at the earliest time permitted by the attending physician.

SECTION 7. - EVIDENCE REQUIRED FOR SICK LEAVE USAGE

Employees shall furnish a satisfactory written, signed statement to justify the use of paid sick leave. Employees must turn in directly to the Employer or the Employer's designee a "Sick Leave Application" form prior to the close of the pay period in which the employee returns to work. Employees failing to do so may be subject to loss of pay and/or disciplinary action. Requests for "Sick Leave Pay" which exceed three scheduled work days for the employee must be accompanied by a certificate from a licensed practitioner stating the nature of the illness or injury and confirming the employee is healthy enough to return to work. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. It shall be within the discretion of the Employer or the Employer's designee to approve requests for paid sick leave.

SECTION 8. - NOTIFICATION BY EMPLOYEE

When an employee is unable to work due to illness or injury, the employee shall notify the proper authority no later than one and one half hours (1-1/2) before the start of the employee's shift on the first day of the absence and on each succeeding day thereafter, unless the employee makes other reporting arrangements with the Employer or the Employer's designee. When an employee fails to properly report off and does not report to work as scheduled, he/she is considered Absent Without Official Leave (AWOL) and subject to disciplinary action.

The Employer may waive the call-off notification in extenuating circumstances.

SECTION 9. - PHYSICIAN'S STATEMENT

If medical attention is required for either the employee or a member of the employee's immediate family, the employee shall be required to furnish a statement from a licensed physician stating the nature of the condition in order to justify the use of sick leave. Such physician's statement shall be required in the following instances:

- A. For an absence of three (3) or more consecutive work days due to illness or injury.
- B. When an employee states that he/she is going for or receiving medical attention.
- C. When an employee has two (2) or more incidents of "patterned absenteeism" in a sixty (60) day calendar day period.
- D. When an employee has been denied another form of leave of absence, and the employee calls off sick for the same day.

Failure to provide medical documentation in the above circumstances shall result in requested sick leave being denied and the absence being counted as an unexcused absence and subject to disciplinary action.

SECTION 10. - MEDICAL EXAMINATION

The Employer may require an employee to submit to a medical or psychological examination in order to determine the employee's ability to perform the substantial and material duties of his/her classification. Such examination shall be conducted by a licensed physician selected and paid for by the Employer. The Employer shall supply the examining practitioner with facts relating to the illness, injury or condition. Additional information may include physical and mental requirements of the employee's position description. If as a result of such examination, the employee is found to be incapable of performing the substantial and material duties of his/her position, the employee may be placed on sick leave, leave without pay, family medical leave and/or disability separation. The employee may challenge the findings of the examining practitioner by obtaining a second opinion from a physician or psychologist of the employee's own choice. The employee shall be responsible for all costs related to the examination by the practitioner of his/her own choosing. If the two (2) diagnoses are in conflict, there shall be a third examination by a mutually agreed upon certified physician. The Employer and employee shall equally divide the costs associated with the third physician's evaluation. If the third physician or psychologist supports the Employer's medical examination, the employee may be placed on sick leave, disability leave, or disability separation. The Employer will not require an employee to submit to a medical or psychological examination merely for the purpose of harassment.

SECTION 11. - NON-COMPLIANCE

Any employee who fails to comply with any of the provisions of this policy shall not be allowed to use sick leave for time absent from work under such non-compliance.

SECTION 12. - EXPIRATION OF SICK LEAVE

If illness, injury or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay for up to six (6) months for the same disability, illness, or injury. If an employee cannot return to work within the allotted six (6) months, the employee will be placed on a disability separation without pay.

SECTION 13. - SICK LEAVE CONVERSION

An employee, at the time of retirement or resignation from active service with the Employer, may elect to be paid in cash for one-fourth (1/4) of the value of the sick leave that was earned but unused while employed by the Employer. However, the maximum of such payment shall not exceed Two Hundred-Forty (240) hours.

To qualify for such payments, the employee shall have had, prior to the date of retirement or resignation, ten (10) or more years of service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement or resignation. Such payment shall be made only once and shall eliminate all sick leave credit(s) accrued by the employee. Eligible employees, retiring or resigning from active service shall complete the appropriate documentation to initiate the payment process.

Employees who die shall be considered to have terminated employment as of the date of his/her death and the employee's estate shall be eligible for sick leave payment(s) for which the employee would otherwise qualify.

SECTION 14. - SICK LEAVE ABUSE

Sick leave is to be used only for those purposes listed in Section 5 of this Article. Any use of sick leave which is inconsistent with the purposes listed in Section 5 above shall be considered just cause for disciplinary action.

The Union recognizes that management may initiate disciplinary action against an employee for sick leave "pattern abuse." Examples of "pattern abuse" include, but are not limited to, undocumented use occurring in the following categories:

- 1) Before and/or after a holiday;
- 2) Before and/or after a weekend or regular-day off;
- 3) After pay day;
- 4) Any one specific day;
- 5) After working overtime;
- 6) Half days;
- 7) Continued pattern of maintaining a zero or near zero sick leave balance;
or

8) Excessive absenteeism - use of more sick leave than granted.

If an employee abuses sick leave in a pattern, the Employer may reasonably suspect "pattern abuse." In such a case, the Employer will invite the suspected employee to explain, rebut, or refute the "pattern abuse." In the absence of a satisfactory explanation, the Employer will have just cause to initiate disciplinary action.

SECTION 15. If an employee, while on vacation, contracts an illness or injury or experiences a death in the family which would warrant use of paid sick leave had the employee been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to change such absence to sick leave rather than to vacation leave.

ARTICLE 18 - FUNERAL LEAVE

SECTION 1.

In the event of a death in the immediate family or significant other as defined herein of an employee, the employee shall be granted reasonably necessary time, not to exceed five (5) consecutive work days, to attend the funeral, make funeral arrangements, and other matters related to bereavement. Such days shall be deducted from the employee's sick leave balance unless the employee is scheduled to work the day of the funeral. If the employee is scheduled to work the day of the funeral, the employee shall get the day off with pay (not to be charged to sick leave.)

SECTION 2.

For purposes of this Article, immediate family shall be defined as the employee's spouse, parents, children, grandparents, siblings, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, or legal guardian or other person who stands in place of a parent.

SECTION 3.

Upon returning from the funeral leave and before the Employer shall authorize payment for the missed days, the employee shall be required to provide evidence that the time was spent for the purposes specified in Section 1 above.

SECTION 4.

For purposes of this Article, "significant other" is a person who stands in the place of a spouse, and who maintains the same residence and address as the employee. The employee has the burden to establish to the satisfaction of the Employer, the significant other relationship defined herein.

ARTICLE 19 - VACATIONS

SECTION 1.

Full-time employees and part-time employees regularly scheduled to work thirty-two (32) hours per week are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which a full-time employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 5 years	80 Hours
5 years but less than 10 years	120 Hours
10 years but less than 15 years	160 Hours
15 years but less than 20 years	200 Hours
20 years or more	240 Hours

Such vacation leave shall be accrued by a full-time employee at the following rates:

<u>Annual Vacation Entitled to</u>	<u>Credit per Pay Period</u>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
200 Hours	7.7 Hours
240 Hours	9.2 Hours

A thirty-two (32) hour per week employee shall be entitled to vacation leave based on the following schedule:

<u>Length of Service</u>	<u>Credit per Pay Period</u>
Less than 1 year	None
1 year but less than 5	2.48
5 years but less than 10	3.68
10 years but less than 15	4.96
15 years but less than 20	6.16
20 years or more	7.70

SECTION 2.

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

SECTION 3.

During the period of January 1 through March 31, employees shall submit to the Employer vacation leave requests for the ensuing twelve (12) months. Vacation leaves shall be awarded based on seniority and in accordance to the workload requirements as determined by the Employer and such schedules shall not be arbitrarily adjusted to deny employees vacations or to cancel vacations. An employee who fails to make his/her vacation application during the appropriate period will be awarded vacation leave on a first come first serve basis without regard to seniority and only when dates are open. Any employee requesting vacation time on a "first come-first served" basis shall make their request at least two (2) weeks in advance of the date(s) they are requesting. The Employer may waive the two (2) week notice requirement at its discretion.

SECTION 4.

The Employer reserves the right to limit the number of employees who may be granted vacation leave at any specific time.

SECTION 5.

Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

SECTION 6.

Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate vacation from year to year, but no more than a total of three (3) years. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

SECTION 7.

Employees shall forfeit their right to take or to be paid for any vacation leave in their credit which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

SECTION 8.

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

SECTION 9.

An employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation.

SECTION 10.

In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

SECTION 11.

It is understood that vacation with pay applies only to full-time and part-time employees regularly scheduled to work thirty-two (32) hours per week as outlined herein. The following shall outline how service time will be calculated for the accrual of vacation time for all other employees, should a vacancy occur in a full-time or part-time thirty two (32) hour per week position and be filled by a part-time sixteen (16) hour per week employee or an "on-call" employee.

- 1) A sixteen (16) hour per week employee shall accrue seniority towards vacation at one-half (1/2) the accrual rate of a part-time thirty two (32) hour employee, (e.g. A sixteen (16) hour employee with four (4) years seniority shall be credited with two (2) years seniority for vacation accrual purposes only.) If a sixteen (16) hour per week employee works at least 1,600 hours per calendar year, they will then accrue vacation seniority at the same rate as a thirty two (32) hour employee.
- 2) An "on-call" employee shall accrue vacation seniority as follows: If the employee works at least 800 hours per calendar year, they will then accrue vacation seniority at the same rate as a sixteen (16) hour employee. If the employee works at least 1,600 hours per calendar year, they will accrue vacation seniority at the same rate as a thirty two (32) hour employee.

ARTICLE 20 - HOLIDAYS

SECTION 1.

All full-time employees shall be entitled to the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

SECTION 2.

Holidays shall be observed on the actual days which they fall.

SECTION 3.

All employees who work on a recognized holiday shall receive one and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.

SECTION 4.

On Good Friday and all other nationally recognized religious holidays, the Employer will be open all day. However, employees may take a reasonable amount of time off with pay to attend bona fide religious services with at least three (3) days advanced notice.

ARTICLE 21 - PERSONNEL FILES

SECTION 1.

Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining Unit Members shall have access to their records including training, attendance, and payroll records as well as those records maintained as personnel file records. The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the Employer. Memoranda clarifying and explaining alleged inaccuracies of any document in the employee's personnel file may be added to the file by the Bargaining Unit Member.

SECTION 2.

Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file.

SECTION 3.

Employees shall be entitled to a copy of all material contained within their personnel files. Additional copies shall be provided at whatever rate is established by the Board of Commissioners for providing copies of other public documents.

SECTION 4.

The official personnel file shall be maintained in the personnel office located in the 911 Call Center. This file shall be designated the County Personnel File and this file shall be the only file used in discipline or discharge.

ARTICLE 22 - SENIORITY

SECTION 1.

Seniority shall be defined as an employee's continuous length of service in the Bargaining Unit beginning with the first paid day of employment. Seniority will be applied for the purpose of accruing benefits such as but not limited to vacation.

SECTION 2.

The Employer will provide the Union with a list of all employees in the bargaining unit listing name, job classification, date of active employment, and the date of classification upon request.

SECTION 3.

Employees shall lose all seniority and employment rights upon any of the following: Discharge for just cause; retirement; layoff in excess of two (2) years; failure to return to work within fourteen (14) calendar days after notification of recall from layoff; failure to return to work upon expiration of a leave of absence; absence of three (3) or more consecutive work days without calling in; thirty-one (31) calendar days after resignation from employment within the Department; and absence from employment for a period of one (1) year except for layoff or military leave of absence.

ARTICLE 23 - LAYOFF / RECALLS

SECTION 1.

Whenever it becomes necessary to abolish positions and/or layoff employees, the Employer shall determine the number of employees to be laid off and the employment status (full-time/part-time) of the positions to be eliminated. Prior to making the determination of which positions shall be abolished, the Employer shall discuss layoff options with the Union. Part-time and full-time employees shall be laid off in order of seniority, beginning with the least senior and progressing to the most senior.

SECTION 2.

A more senior full-time employee affected by layoff may bump the least senior full-time employee, or if unable to bump a full-time employee, then the least senior part-time employee. A more senior part-time employee may bump the least senior employee working the same number of hours or less hours than then more senior part-time employee. When the hire date of two (2) or more employees is the same, seniority will be based on the application date, the oldest application date being considered the most senior. If two (2) or more employees have the same hire date and same application date, the most senior employee will be considered to be the one with the lowest last four (4) digits in his/her social security number.

SECTION 3.

When employees are laid-off, the Employer shall create a recall list. The Employer shall recall such employees according to seniority, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

SECTION 4.

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

SECTION 5.

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

ARTICLE 24 - JOB VACANCIES

SECTION 1.

Whenever the Employer determines to fill an existing vacancy in the Bargaining Unit or a newly created position in the Bargaining Unit, the Employer shall post for seven working days a notice of the opening, stating the job classification, employment status (full-time/part-time), rate of pay, shift, work locations, and minimum qualifications necessary. Employees who wish to exercise their desire for these vacancies shall sign the posted bid, and the position shall be awarded as soon as practicable.

SECTION 2.

The Employer shall consider only applicants who meet the qualifications for the vacancy. The vacant position shall be awarded to the most qualified applicant. The Employer may consider job performance, attendance, training and/or prior disciplinary action in making a determination regarding the most qualified employee to fill the vacancy. In the event two or more applicants are equally qualified, the vacancy shall be awarded to the most senior employee.

Where seniority of two (2) or more applicants is equal, the vacancy will be awarded by the employee's original employment application date. Where the application date is the same, the position will be awarded to the employee with the lowest last four (4) digits in the employee's social security number.

SECTION 3.

In filling a temporary forty (40) hour per week position, the Employer will first offer the vacancy to part-time employees working thirty-two (32) hours per week. If filling a temporary thirty-two (32) hours per week position, the Employer will first offer the vacancy to part-time employees working sixteen (16) hours per week. If filling a temporary sixteen (16) hour per week position, the Employer will first offer the vacancy to "On-Call" employees. A temporary vacancy shall be defined as any vacancy that exceeds fourteen (14) calendar days and is caused by reasons other than vacation leave.

In filling a permanent vacancy, the Employer will first fill the position with the most senior employee who bids upon the posting. In the event that there are no qualified internal candidates for posted vacancy, the position may be filled from outside the bargaining unit.

SECTION 4.

The Employer shall post a notification which identifies the individual who has been selected for each job posting. Such notification or a statement indicating that the position will remain vacant shall be posted within forty-five (45) days of the closing date of the job posting. Failure to select an individual within forty-five (45) days of the posting or closing shall require the position to be re-posted prior to filling.

SECTION 5.

An employee status exchange shall be granted based on seniority when a full-time employee requests part-time employment and/or a part-time employee requests full-time employment and both employees mutually agree to the exchange. The bargaining unit employees shall be canvassed and said vacancy filled by seniority. An employment status exchange form shall be filed for said request.

ARTICLE 25 - GRIEVANCE PROCEDURE

SECTION 1.

A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation and/or application of any provision of this Agreement. Except as otherwise mutually agreed to by the Union and the Employer, negotiations incident to the adjustment of a grievance shall be conducted in accordance with the following procedure:

- Step 1. The employee and/or an appropriate Union representative may meet informally with the Employer to present the potential grievance in an effort to resolve the grievance before proceeding to Step 2. The grievance should be initiated within fourteen (14) calendar days of the alleged violation or when the grievant became aware of, or should have been aware of, the alleged violation.

Step 2. If the grievance is not adjusted in the preceding first step within seven (7) calendar days, the employee through the Union representative, shall refer the grievance formally to Step 2 within seven (7) calendar days after receiving the Step 1 reply from the Employer. The grievance may be presented by an appropriate Union representative to the Employer of the employee or employees involved. The Employer shall respond in writing within seven (7) calendar days of receipt of the grievance.

Step 3. If the grievance is not adjusted in the preceding second step, the employee through the Union representative, shall refer the grievance to arbitration within thirty (30) calendar days after receiving the Step 2 reply from the Employer.

Note: Although any representative of the Union or Employer, regardless of level, may be present at any step of the grievance procedure described in this section, the presence of such representative or representatives shall not affect the processing of the grievance through any subsequent step of the grievance procedure. No grievance which has been reduced to writing shall be considered settled until it is either (a) dropped by the Union, or (b) the answer is accepted by the Union. A grievance shall be considered resolved by the Union if it is not moved to the next step within the above described timeliness. The time limits set forth in this grievance procedure may be extended by mutual agreement. In the event of a disagreement of any sort, the Union reserves the right to carry the grievance forward if it is deemed necessary to protect the best interests of all employees. Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

SECTION 2.

The Union may file a grievance for any alleged violation of this Agreement.

SECTION 3.

The Employer will not endeavor to adjust a formal grievance with any employee without the consent of the Union.

SECTION 4.

All formal grievances shall be submitted on form Appendix B, and include:

- (a) the nature of the grievance and alleged Article violated when applicable,
- (b) the Union's position on the grievance and remedy,
- (c) the Employees position on the grievance, and
- (d) the disposition of the grievance.

SECTION 5.

The FOP, based upon the facts presented, has the right to decide whether or not to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance form the FOP shall notify the Stark County Commissioner's Personnel Manager in writing of its intent to seek arbitration of any unresolved grievance. When a request for arbitration is submitted, the parties shall attempt to select an arbitrator by mutual agreement. In the event that no mutual agreement is reached within fourteen (14) calendar days of the request, the Employer and the Union will request a list of arbitrators from the Federal Mediation and Conciliation Service. After receiving such list, the representatives of the parties shall, within fourteen (14) calendar days, proceed to select an arbitrator using the strike-off method, if necessary, unless either party finds all of the proposed arbitrators unacceptable. If either party finds all the arbitrators unacceptable, a second list shall be requested and both parties shall be required to strike-off from this list until an arbitrator is selected. The arbitrator so selected shall be advised of his selection within seven (7) calendar days after the selection is made and requested to give the parties the dates upon which he will be available to hear the case. In no event shall the date of the hearing be sooner than thirty (30) calendar days from the date of selection unless waived by the parties.

The decision of the arbitrator shall be final and binding upon both parties and Employee(s) involved. An arbitrator shall be limited to hearing one grievance at any one time, unless the parties agree otherwise. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific aggrieved articles of this Agreement, and he shall be without power or authority to: A. add to or subtract from or modify any terms of this Agreement, or any Agreement made supplementary thereto; B. Make any decision granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated; and C. make any decision concerning the establishment of wage scales. The Arbitrator's function shall be to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. The arbitrator shall render a decision within thirty (30) calendar days of the hearing unless additional time is requested and mutually agreed to by the parties.

SECTION 6.

The decision of the arbitrator shall conform to all applicable laws, and shall be final and binding upon both parties.

SECTION 7.

The expense shall be-loser (non-prevailing party) pays. In any modified decisions, the fees and expenses of the arbitrator shall be shared equally between the two (2) parties. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing.

ARTICLE 26 - HOURS OF WORK AND OVERTIME

SECTION 1.

The standard work week for all full-time employees shall be forty (40) hours. The work week shall begin at 12:01 a.m. each Thursday of each calendar week and end at 12:00 midnight the following Wednesday. Prior to making any changes in the scheduling, the Employer will meet and discuss any changes with the Union.

All employees must clock in and out. Failure to clock in or out in a timely manner will subject the employee to progressive discipline.

Should an employee have a valid business reason, health reason, operational reason or religious objection, for not using the Cronus system, for which the County is able to ascertain and substantiate through that employee, the County would then be required to make the appropriate accommodation for that employee.

SECTION 2.

When an employee is required by the Employer to be in active pay status for more than forty (40) hours in a week as defined in Section 1 above, the employee shall be paid overtime for all time worked in excess of forty (40) hours in one week, excluding holidays which will be compensated separately under Article 20 of this Agreement. Overtime pay shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

SECTION 3.

The opportunity to work additional hours shall be distributed and rotated as equally as practicable among off duty employees as follows:

- A. On call, 16 hour and 32 hour 911 Operators will be called to fill any vacancies by seniority order as long as there is no overtime.
- B. If the vacancy is still not filled, then the call-off will be in an overtime status. The 911 Operator filling the vacancy will call all employees starting with the most senior on the seniority list.
- C. If the shift remains unfilled, mandatory overtime now applies to the shift just before the report off. The most senior operator has the first option to take or refuse the mandatory overtime shift. The next most senior operator has the second option to take or refuse the mandatory shift. The least senior operator on duty must accept the mandatory shift and work the overtime if not taken. An employee who is required to work mandatory overtime shall be paid double the employee's regular rate of pay for every hour worked of mandatory overtime. The employee who fills the mandatory overtime shift has the option to choose to split the shift with the next on coming shift or employees by order of seniority.

SECTION 4.

In order to provide adequate time to find a replacement, any employee who is unable to report to work as scheduled shall report his/her absence at least one and one-half (1-1/2) hours prior to the beginning of the shift. The Employer may waive the call-off notification in extenuating circumstances.

ARTICLE 27 - MEDICAL INSURANCE

The Employer agrees to continue for the life of the Agreement, the same medical insurance coverage provided to other County employees under the County's group insurance plan.

Effective January 1, 2012 employees covered by the group health insurance plan shall pay six percent (6%) of the premium costs in twelve monthly increments.

Effective January 1, 2013 employees covered by the group health insurance plan shall pay eight percent (8%) of the premium costs in twelve monthly increments. Said deductions will be made each month from the employee's payroll check, towards the monthly premium of the employee's insurance.

Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 Plan. With proof of other coverage, (through an Employer other than Stark County), an employee may elect to receive \$100 per month in lieu of participation in the Health Insurance Plan.

A deduction shall be made from each covered employee's paycheck once each month for the cost of life insurance.

ARTICLE 28 - DISCIPLINE

SECTION 1.

Discipline is defined as any instruction and cautioning or written reprimand, suspension, discharge, demotion, or reduction in pay. No discipline shall be imposed except for just cause. An employee who may be disciplined must be notified within seven (7) calendar days not to exceed fourteen (14) calendar days of the event(s) upon which the discipline is to be based or from the date the Employer had knowledge of said event(s). In any disciplinary action, the employee has a right to have Union representation present and, upon request, will be permitted to discuss the proposed action in an area provided by the Employer.

SECTION 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 in accordance with the Stark County Board of Commissioner Employee handbook.

- B. Progressive discipline shall take into account the nature of violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. Progressive discipline will normally include:
 - 1. Instruction and cautioning - first offense.
 - 2. Written reprimand - second offense.
 - 3. Suspension without pay - third offense.
 - 4. Termination from employment - fourth offense.

SECTION 3.

The Employer shall not consider, as a basis of progressive discipline, any verbal reprimand which occurred more than one (1) year previous, or any written reprimand, suspensions, or other disciplinary action which occurred more than two (2) years previous.

SECTION 4.

The Union may grieve a suspension without pay or removal from employment by submitting the grievance directly to arbitration.

ARTICLE 29 - TRAINING NEW 911 OPERATORS

SECTION 1.

A bargaining unit employee assigned by mutual agreement to train a new employee shall be compensated with premium pay. The trainer will be given a premium of \$3.00 per hour for every hour spent training a new employee in addition to their regular pay.

SECTION 2.

The number of hours, date and time of training will be determined in advance by the Employer.

SECTION 3.

The trainer will provide a report regarding training activity on a form to be provided by the Employer.

ARTICLE 30 - EMERGENCY POLICY

SECTION 1.

In the event the Employer declares an emergency in which County employees are not required to report for work at the regularly established starting time, all 9-1-1 operators will nevertheless be expected to report for work as scheduled.

SECTION 2.

Any employee in the bargaining unit, regardless of their work shift or schedule, who is required to work during an officially declared emergency, in which other employees of the Employer are not required to report for work, is automatically entitled to "Emergency Pay."

Compensation for working during an officially declared emergency is in addition to the hours the employee is scheduled to work, but is limited to only the hours of the officially declared emergency, during which the Employer's other employees are not required to work.

Such compensation shall be calculated at the employee's established hourly rate (hour for hour).

Furthermore, bargaining unit employees shall be compensated at the time and one-half (1-1/2) rate for all hours worked and credited which exceed forty (40) hours in one pay week.

ARTICLE 31 - PERSONAL EMERGENCIES

In the event a personal emergency occurs with an employee during normal working hours, and such employee needs to leave the premises, the employee must contact the Employer before leaving the work place. Following such an event, the Employer will investigate the nature of such emergency and make a determination within a reasonable amount of time whether such absence from work will be excused or unexcused.

ARTICLE 32 - APPLICATION OF CIVIL SERVICE LAW

SECTION 1.

The parties hereby agree that for the purposes of this Agreement none of the provisions of the Ohio Revised Code, or the Ohio Administrative Code, pertaining to the reporting of payroll, personnel actions, or any other type of documentation, regarding bargaining unit personnel, to the Ohio Department of Administrative Services shall apply to bargaining unit employees.

SECTION 2.

It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this Labor Agreement.

ARTICLE 33 - DISABILITY SEPARATION

An employee shall retain full reinstatement rights in accordance with all applicable State and Federal laws.

ARTICLE 34 - PROBATIONARY PERIOD

SECTION 1.

Every employee will be required to successfully complete the required probationary period. Such probationary period shall begin on the first day for which the employee receives compensation from the Employer.

SECTION 2.

Every employee hired to work 40 or 32 hours or more per week shall serve a 120 day probationary period. Every employee hired to work 16 hours per week shall serve a 180 calendar day probationary period. All on-call employees shall serve a 240 calendar day probationary period.

SECTION 3.

A probationary employee may be removed from employment at any time during the probationary period and said employee will have no right to grieve or appeal said removal.

ARTICLE 35 - CERTIFICATION AS EMS COMMUNICATIONS/911 OPERATORS

In the event that during the term of this contract, legislation is passed (State or Federal) that will require training or certification of the current bargaining unit, the Union and the County will discuss how such training or certification will be funded and provided.

ARTICLE 36 - LONGEVITY PAY

SECTION 1.

Employees who have completed four (4) but less than fifteen (15) years of service by December 31st of the appropriate year, shall be paid longevity pay of two percent (2%) of the employee's gross base pay. Employees who have completed fifteen (15) but less than twenty (20) years of service by December 31st of the appropriate year, shall be paid longevity pay of three percent (3%) of the employee's gross base pay. Employees who have completed twenty (20) or more years of service by December 31st of the

appropriate year, shall be paid longevity pay of four percent (4%) of the employees' gross base pay. Such payment shall be included in the first payroll processed after determination of gross base for the year in which the longevity is earned.

SECTION 2.

In the event the employees retires or resigns prior to December 31st, he/she shall receive an appropriate portion of such longevity pay. There shall be no proportion or pro rata payment of longevity pay in the event of loss of seniority for any reason other than retirement or resignation.

ARTICLE 37 - PERSONAL LEAVE

SECTION 1.

Full time 40 and 32 hour employees will be entitled to receive a maximum of sixteen (16) hours of personal leave annually. Employees eligible to receive personal leave will be credited with the appropriate number of hours as soon as possible after January 1st. Personal leave may not be carried over into the next year. Any personal leave day not used by December 31st will be eliminated from the employee's record.

SECTION 2.

Personal leave shall be scheduled in accordance with the workload requirements of the employer and the employer reserves the right to deny personal leave requests if workload requirements so mandate. In the event that two (2) or more employees request personal leave simultaneously and the employer is not able to grant the leave to all those making such request, the personal leave shall be granted to the employee with the greatest seniority.

SECTION 3.

Once the personal leave has been approved by the employer, alteration or cancellation of the personal leave by the employer shall occur only due to unforeseen emergency circumstances.

ARTICLE 38 - PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

SECTION 1. Throughout the duration of this Agreement, the Employer will continue to make the required Employer Contribution to the PERS, as established by PERS. In addition, for those employees hired prior to sixty (60) days after the ratification of this Agreement, the Employer will Contribute 4.25% of each employee's gross wages to PERS as part of the employee's contribution to PERS. Employees hired after April 1, 2006 shall be solely responsible for payment of the employee's contribution to PERS. The employee contribution to PERS shall be deducted from the employee's gross wages.

SECTION 2.PERS PICK-UP

- A. Effective April 1, 2006, the amount contributed by the Board on behalf of those employees who were hired prior to sixty (60) days after the ratification of the Agreement shall remain at 4.25% and be treated as a Fringe Benefit Pickup. The remaining portion of the Employee's PERS obligation shall be treated as mandatory salary reduction from the contract salary otherwise payable to such classified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by PERS to be paid as an employee contribution by said employee and shall be paid by the Board to PERS on behalf of said employee as a "pickup" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be payable, subject to applicable deductions, to said employee.
- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to PERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and emit its employer contributions to PERS based upon the total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pickup" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- F. The "pickup" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pickup" shall apply to all payroll payments made after clearance by IRS.
- H. The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this section

shall be null and void and the retirement contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 39 - PROCEDURES FOR WORKPLACE DRUG TESTING

100 Purpose and Scope

This policy applies to all bargaining unit employees. It will be implemented in a consistent, nondiscriminatory manner. All employees will be provided a copy of the drug testing policy prior to its implementation and will be provided information concerning the impact of the use of alcohol or drugs on job performance. All employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted. All employees must sign an acknowledgement form indicating receipt of this policy.

All newly hired employees will receive the information on their initial hire date. No employee shall be tested until this information is provided to the employee.

101 Definitions

Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

Drug means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack," cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice," barbiturates and hallucinogens.

Probable Cause based upon observation and good faith belief that an employee is under the influence of drugs or alcohol while on the job. Such belief may be based upon the smell of alcohol, slurred speech, staggering gait and/or other abnormal physical or psychological behavior typically associated with drug or alcohol intoxication or impairment. Whatever the observation, it shall be made by two persons and documented in writing.

Drug Testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to our Employer after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with appropriate credentials.

Breath Alcohol Technician (BAT): The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the

Evidential Breath Testing (EBT) device used to conduct the test.

Substance Abuse Professional (SAP): The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

Alcohol Testing: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

102 Tests; Other requirements

This policy covers the following type tests:

- a. Pre-employment
- b. Probable cause
- c. Return to Duty
- d. Follow up Testing

No alcohol may be consumed within four hours of performing the employee's duties.

103 Procedures for Probable Cause Testing

Probable cause testing shall be required when a supervisor suspects that an employee is under the influence of a prohibited substance. Probable cause test referrals shall be based on objective facts, circumstances or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not on instinct or intuition.

An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators or probable drug use.

A supervisor who has probable cause that an employee is unfit for duty because he/she appears to have ingested, inhaled or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while off duty must:

- a. Prohibit the employee from working or continuing to work.
- b. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Employer for testing. After testing, arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.
- c. Prepare appropriate documentation and take appropriate disciplinary action.
- d. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.

- e. The Supervisor shall call the Director's office or his designee.
- f. The Supervisor shall call a Union representative.
- g. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.
- h. The Employer or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.

104 Testing Procedures

The following test procedure shall apply to all employees:

- a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.
- b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Employer with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Employer for his/her time.
- c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.
- d. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for Federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88; as revised in 59 FR 29908 6/9/94, 62 FR 5118 9/30/97 and 66 FR 162 8/21/01).
- e. The Employer may choose the laboratory to be utilized for toxicology testing on a yearly basis.
- f. The following standards shall be used to determine what levels of detected substances shall be considered positive. **NOTE:** These are current levels subject to change by Federally Mandated Regulations that

will be posted immediately. Current Federal Regulations shall be controlling in case of change or conflict:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	500 ng/ml Amphetamines	250 ng/ml G-MS
Marijuana Metabolites	50 ng/ml Delte-THC	15 ng/ml G-MS
Cocaine Metabolites	150 ng/ml Metabolites	100 ng/ml G-MS
Opiates Codeine/Morphine	2000 ng/ml	2000 ng/ml G-MS
PCP	25 ng/ml PCP	25 ng/ml G-MS
6 - Acetylmorhpine	10 ng/ml	10 ng/ml
MDMA/ MDA/ MDEA	500 ng/ml	250 ng/ml
Alcohol	.04 Breath	

- g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be designated as unsubstantiated.
- h. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Employer's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility from the list agreed to by the Union. All test results are to be reviewed by the MRO before being released.
- i. Breathe alcohol testing for covered employees. A test result of .04 or greater shall be considered a "positive" test.

105 Test Results; Discipline

All test results shall be treated as confidential medical records.

If the results of the tests administered by the Employer on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may be administered after the following procedure has been followed.

The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample

be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. For a first offense of the Drug and Alcohol Policy (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge. A Substance Abuse Professional can be mutually selected by the Union and the Employer.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Employer. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after care programs.

Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02 is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the Employer may continue follow-up testing for an additional two (2) years.

106 Voluntary Assistance

Employees can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities.

107 Drug Testing Facility

To the extent possible, collection of urine and breath samples for such testing shall be performed by the collection sites whose sample collection protocol has been approved by the County and conforms to Federal regulatory requirements. The procedures and methodology in such testing shall be in accordance with governing Federal regulations.

108 Medical Review Officer (MRO)

A Medical Review Officer's duties and determinations shall fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA:

109 Substance Abuse Professional (SAP)

SAP duties and determinations will fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA.

110 Breath Alcohol Technician (BAT)

The training and the duties of the BAT will be equivalent to the DOT's program.

111 Approved Laboratories

The approved laboratories shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). They will analyze urine specimens to meet federal drug testing requirements.

112 Collection Agency

The collection agency shall have qualified collection site personnel and shall follow DOT collection procedures.

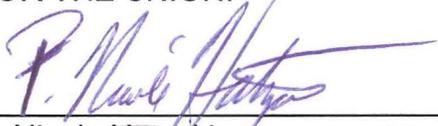
113 Employee Assistance Program

The only obligation the Employer has to the employee is that the Employer refers the employee to a source for these Services.

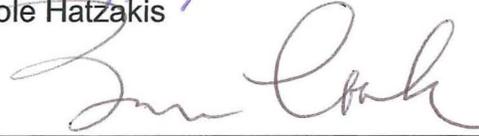
ARTICLE 40 - DURATION

This Agreement shall become effective February 1, 2011, upon approval of the Board of Stark County Commissioners and the Local Union and shall remain in full force and effect until midnight, June 30, 2013.

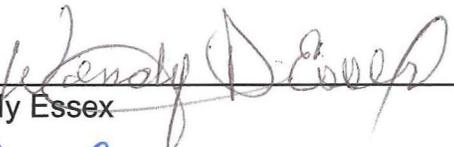
FOR THE UNION:



P. Nicole Hatzakis



Susan Cook

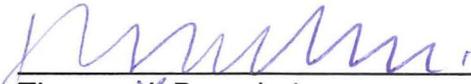


Wendy Essex

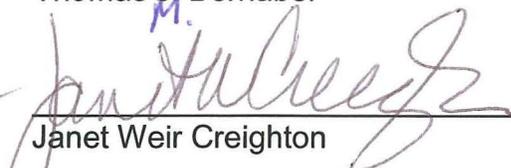


Gwen Callender

BOARD OF COUNTY COMMISSIONERS:



Thomas J. Bernabei



Janet Weir Creighton



Dr. Peter Ferguson



Leslie Iams Kuntz

APPENDIX "A"

STARK COUNTY 9-1-1 OPERATOR PAY SCALE

EFFECTIVE
February 1, 2011

STARTING WAGE	\$ 11.10
AFTER PROBATION	\$ 11.49
AFTER 1 YEAR SERVICE	\$12.26

APPENDIX "B"
GRIEVANCE FORM

(form attached)

STEP TWO (if applicable)

Received by: _____ Date and time: _____

Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step two response: _____

Respondent's Signature and Title

Date and Time

Received by: _____

Grievant's Signature

Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP THREE (if applicable)

Received by: _____ Date and time: _____

Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step three response: _____

Respondent's Signature and Title

Date and Time

Received by: _____

Grievant's Signature

Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

STEP FOUR (if applicable)

Received by: _____ Date and time: _____

Respondent's Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step four response: _____

Respondent's Signature and Title

Date and Time

Received by: _____

Grievant's Signature

Date and Time

ANSWER IS: Accepted: _____ Rejected: _____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____

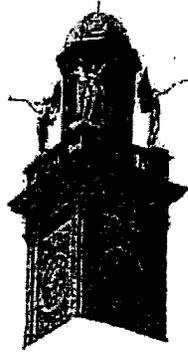
Signature

APPENDIX "C"
SICK LEAVE CREDIT SCHEDULE

<u>HOURS WORKED</u>	<u>SICK LEAVE CREDIT</u>	<u>HOURS WORKED</u>	<u>SICK LEAVE CREDIT</u>
1	0.06	41	2.36
2	0.12	42	2.42
3	0.17	43	2.47
4	0.23	44	2.53
5	0.29	45	2.59
6	0.35	46	2.65
7	0.40	47	2.70
8	0.46	48	2.76
9	0.52	49	2.82
10	0.58	50	2.88
11	0.63	51	2.93
12	0.69	52	2.99
13	0.75	53	3.05
14	0.81	54	3.11
15	0.86	55	3.16
16	0.92	56	3.22
17	0.98	57	3.28
18	1.04	58	3.34
19	1.09	59	3.39
20	1.15	60	3.45
21	1.21	61	3.51
22	1.27	62	3.57
23	1.32	63	3.62
24	1.38	64	3.68
25	1.44	65	3.74
26	1.50	66	3.80
27	1.55	67	3.85
28	1.61	68	3.91
29	1.67	69	3.97
30	1.73	70	4.03
31	1.78	71	4.08
32	1.84	72	4.14
33	1.90	73	4.20
34	1.96	74	4.26
35	2.01	75	4.31
36	2.07	76	4.37
37	2.13	77	4.43
38	2.19	78	4.49
39	2.24	79	4.54
40	2.30	80	4.60

APPENDIX D – Insurance Memo

STARK COUNTY COMMISSIONERS



County Office Building

110 Central Plaza South, Suite 240

Canton, Ohio 44702-2202

Phone (330) 451-7371

Fax (330) 451-7906

BOARD OF COMMISSIONERS

Dr. Peter D. Ferguson, President

Thomas M. Bernabei

Janet Weir Creighton

TO: Elected Officials, Department Heads, Boards, Agencies, Commissions
Payroll/Benefits Contacts and Employees

FROM: Carol Hayn, Benefits Coordinator *CHayn*

RE: STARK COUNTY SELF-FUNDED HEALTH PLAN RATES FOR 2012

DATE: November 23, 2011

The Stark County Board of Commissioners has established health plan rates for participants enrolled in the benefit plan approved by the Board for 2012.

The Board is pleased to announce that standard rates billed to departments for the 2012 Plan Year (01/01/2012-12/31/2012) will remain unchanged from 2011 rates, as follows:

Single Employee Health	\$475.00 per month
Employee and Family Health	\$1,215.00 per month

The employee deduction for required Basic Life and AD&D Insurance will continue to be:

Employee Basic \$10,000 Life Insurance	\$1.30 per month
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If there are any questions, or if further information is needed, please contact me at 7179.