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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

DELAWARE COUNTY COMMISSIONERS, 911 CENTER

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Effective January 1, 2012 through December 31, 2014

SERB Case No.: 2011-MED-07-0995

TABLE OF CONTENTS

Article		
1	Preamble	1
2	Recognition	1
3	Non-Discrimination	2
4	No Strike/Lockout	2
5	Management Rights	3
6	Union Representation	4
7	Dues Deduction	5
8	Seniority	6
9	Probationary Employees	7
10	Work Rules	7
11	Layoff & Recall	7
12	Disciplinary Action	10
13	Grievance Procedure	11
14	Hours of Work, Overtime	14
15	Sick Leave	15
16	Holidays	16
17	Vacation	17
18	Insurance Benefits	18
19	Wages	18
20	Leaves of Absence	19
21	Training	19
22	Total Agreement, Conformity to Laws, Conflict of Laws	20
23	Successor Negotiations and Duration	21
	Addendum A – Wages	23

ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Board of Commissioners (referred to as "Employer" or "County" or "Management"), for the Delaware County 911 Center and Ohio Patrolmen's Benevolent Association ("Union" or "OPBA"). When used in this Agreement, the County Administrator shall be "Administrator" and the 911 Center Director shall be "911 Director" or "Director". This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on any subject matter contained in this Agreement.

The parties recognize that the Delaware County 911 Center provides emergency services to the citizens and emergency services agencies throughout the County. The County and Union recognize and agree that all employees will conduct themselves in a professional manner at the higher standard of conduct expected of emergency services personnel. The parties further recognize that as public servants employees conduct must not conflict with the mission and functions of the County and the 911 Center or cause or have possibility to cause harm to the reputation and image of the County and/or the 911 Center.

ARTICLE 2- RECOGNITION

Section 2.1 Classifications. To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative, as certified in SERB Case No.: 2011-REP-04-0033 for all employees included within the bargaining unit described as:

Included: Telecommunications Operators.

Excluded: All others.

Section 2.2 Exclusive Recognition. Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize, or be required to recognize, any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

Section 2.3 Employee Rights. Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

Section 2.4 Position Descriptions. The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description.

Section 2.5 New Classifications. If the Employer creates a new classification within the 911 Center, the Employer will determine if the new classification will be included or excluded from the bargaining unit. If the Union disputes the determination of the exclusion of a classification from the bargaining unit, the parties will attempt to resolve their disagreements. If the parties are unable to come to agreement on the inclusion of the classification in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Uniform Application. The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or disability and all parties further agree that they shall not unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or disability.

The parties further agree that neither the Employer nor Union nor the employees shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Section 3.2 Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

Section 3.3 Harassment. Harassment, including sexual harassment, shall be considered a form of discrimination and shall not be tolerated. The parties recognize the serious nature of harassment and the parties agree that the Union and employees have a responsibility to report any allegations of perceived harassment.

Section 3.4 Discipline. Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any allegations of or perceived discrimination or harassment must be reported to the Employer immediately.

ARTICLE 4 - NO STRIKE/LOCKOUT

Section 4.1 No Strike. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, slowdown, stay-in, sick out, or any other curtailment or restriction of or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any County locations or sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

Section 4.2 Violations. Any employees engaging in a strike, slowdown, stay-in, sick out, or any other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph (A) above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. Notice of any violation may be provided by the Employer to the Union Director, or alternate, to the employee(s) violating this Article, or to the Union attorney by any of the following means: letter, email, in person, or other means appropriate for the circumstances. All other statutory penalties for violation of this Article or statutory prohibitions for strike shall also apply.

Section 4.3 No Lockout. The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 Recognition. The Union recognizes the Administrator and Board of County Commissioners ("Management" or "County") together as the authorities vested with the right to manage and to fund the Delaware County 911 Center.

Section 5.2 Management Rights. Except as specifically abridged, delegated, granted, or modified by an express term of this Agreement, Management retains and reserves all powers vested in Management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

- to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of Management, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;
- to manage and determine, and from time to time redetermine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;
- to establish and change work hours, work schedules and assignments;
- to manage and direct its employees, including the right and basis to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;
- to determine Management's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those purposes;
- to determine the size, composition and adequacy of the work force, determine the number of persons to be employed or laid off, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;
- to determine the qualifications of employees
- to establish or amend job descriptions of personnel within the bargaining unit;
- to promulgate and enforce work rules, department orders, regulations, policies and procedures, provided they are consistent with the provisions of this Agreement;

- to determine the starting and quitting times and number of hours to be worked by employees;
- to require employees to use or refrain from using specified equipment, uniforms, or tools;
- to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;
- to determine overtime and the amount of overtime required;
- to maintain the security of records and other pertinent information;
- to determine conduct and performance expected of an employee in an emergency situation; and,
- to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C), and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

Section 5.3 Residual Responsibilities. Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

ARTICLE 6 - UNION REPRESENTATION

Section 6.1 Union Representatives. The Union shall select and designate in writing to the Employer a local union representative, two alternates, and the OPBA staff representative. Such designated representatives, acting jointly or alone, shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the Union Director or alternate shall be deemed as notice to the Union. The Employer shall not be required to meet with any persons, other than the designated union representatives, on behalf of the Union for purpose of discussing matters involving the terms and conditions of employment of members of the bargaining unit. The OPBA staff representative shall be permitted access to the work place; however, such access must be approved in advance by the Delaware County 911 Operations Center Director or designee.

If the need arises to adjust either the number of alternates as provided in this Agreement or the agreed upon areas of representation, the County and the Union will endeavor to resolve the matter in the mutually satisfactory manner.

The Union shall furnish the Employer with a written list of the local Union Director, representative and alternates indicating the shift(s) to which each representative is assigned, and further shall notify the County in writing of any changes.

Section 6.2 Bulletin Boards. The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union for matters directly affecting employees of this bargaining unit. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No materials for issues, other political matters, or elective offices will be posted.

No offensive, inappropriate or inflammatory notices will be posted. Such materials as well as any materials not specifically permitted by this section may be removed by the County.

Section 6.3 Union Meetings. Unless otherwise provided in this Agreement, the Employer agrees to allow the Union to conduct meetings on the Employer's premises upon reasonable notice when such premises are available. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

Section 6.4 Union Matters. In the absence of the Employer's consent, union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work. Investigation of grievances shall occur on non-work, unpaid time in non-work areas.

ARTICLE 7 - DUES DEDUCTION

Section 7.1 Dues Authorization. During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic dues deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written dues deduction authorization to the Union Director. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit. Copies of the written authorization for dues deductions shall be provided to the County.

Section 7.2 Dues Remittance. The Union shall advise the County, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of dues to be deducted. Dues deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the dues deduction, the Employer shall request the County Auditor to deduct such dues out of future paychecks only upon the express written direction of the Union Director.

The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to the OPBA at the address designated, in writing, by the Union, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, and addresses of those employees who had union dues deducted along with the amount of the dues deduction.

The County's obligation to make dues deductions shall automatically terminate upon an employee's termination of employment or transfer or promotion to a job classification not included in the bargaining unit covered by this Agreement.

Section 7.3 Good Standing. There shall be no dues deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing and

submit notification by certified mail to both the Union and Employer of any previous authorization permitting dues deductions.

Section 7.4 Hold Harmless. The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article and reimburse the County for any costs associated with the defense of claims raised from Union deductions under this Article.

ARTICLE 8 - SENIORITY

Section 8.1 Definitions. "Departmental Seniority" is an employee's uninterrupted length of continuous service with the 911 Center compiled by time actually on the Employer's payroll, including any approved leaves of absence.

"Classification Seniority" is the length of service as a dispatcher/communications officer with the Delaware 911 Center and includes the length of service at the City of Delaware for those employees previously employed by the City of Delaware who were employed by the 911 Center in March, 2010.

Unless specifically noted in a specific Article of this Agreement, classification seniority governs for all purposes.

Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to date of hire.

In the event that there is a tie in the seniority of two or more employees, such seniority shall be established by highest last four digits of Social Security Number.

Permanent part-time employees shall accrue seniority pro-rated to the hours worked by the permanent part-time employees, based on a forty (40) hour work week.

Section 8.2 Loss of Seniority. An employee shall lose all seniority rights upon an interruption of continuous service including but not limited to any one or more of the following reasons:

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement);
2. Voluntary resignation or quit;
3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures;
4. Failure to give notice of intention to report and/or failure to report for work when recalled from lay-off;
5. Lay-off for a continuous period of longer than the recall right period;
6. Failure to report to work following the expiration of an approved leave of absence;
7. Unexcused absence of more than three (3) consecutive scheduled work days.

Section 8.3 Seniority List. The Employer shall prepare and post two seniority lists: one identifying employees by "classification seniority" and one identifying employees by "departmental seniority" both as defined in this Article. The lists shall be updated twice annually approximately January 1 and July 1 each calendar year. Employees may identify in writing, with an explanation, any discrepancies which they believe exist. The employee shall provide the written explanation to the 911 Director but must do so within 15 calendar days after the seniority list is posted.

Section 8.4 Seniority During Unpaid Leaves. Any time spent by an employee on unpaid leaves provided by this Agreement shall not be credited toward seniority. Employees returning from unpaid leaves shall continue their seniority as of the date they commenced the unpaid balance.

ARTICLE 9 - PROBATIONARY EMPLOYEES

Section 9.1 New Hire Probationary Period. Newly hired employees must complete a one year or 365 calendar day probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement.

ARTICLE 10 –WORK RULES

Section 10.1 Work Rules. The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the 911 Center ("work rule") so long as the work rule does not violate this Agreement and is reasonable.

In the event the Employer establishes, modifies or abolishes a work rule, the Employer shall post the work rule at reporting locations (and/or post rules electronically) designated by the Employer and notify the Union Director or designee of the work rule ten (10) calendar days prior to the work rule taking effect. Upon request by the Union, the Employer will meet with the Union to explain the work rule. An employee is subject to disciplinary action for violation of, or failure to comply with any work rule.

Each employee shall have access to copies of all work rules. Work rules shall be consistently applied and enforced.

ARTICLE 11 - LAYOFF & RECALL

Section 11.1 Reasons for Lay-off. Employees may be laid-off for one or more of the following reasons:

1. Lack of funds within the 911 Center operation funds. A lack of funds means that the 911 Center has a current or projected deficiency of funding to maintain current or to sustain

projected levels of staffing and operations or the loss of grant monies (which is to be considered as a lack of funds);

2. Lack of work within the 911 Center. A lack of work means a current or projected temporary or permanent decrease in the work load, which requires a reduction of current or projected staffing levels; and/or
3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the 911 Center due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

Section 11.2 Order of Lay-off. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then permanent part-time, and full-time employees, by departmental seniority, within the classification shall be laid-off. Permanent part-time and finally full-time employees shall be laid-off in the following order:

1. Newly hired employees in that classification who have not completed their probationary period; then

2. In the event it becomes necessary to lay-off permanent part-time employees covered by this Agreement, the least senior employee in the classification, by departmental seniority, shall be laid-off first; then

3. In the event it becomes necessary to layoff fulltime employees covered by this Agreement, the least senior employee in this classification, by departmental seniority, will be laid off first.

Section 11.3 Notice of Lay-off. The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by hand delivery or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.

Section 11.4 Displacement Rights. An employee may displace (bump) another employee with less departmental seniority pursuant to the following procedure:

Employees shall have five (5) calendar days from receipt of notice of lay-off to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights of employees in lower classifications or employees in the same classification with less departmental seniority.

Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision.

In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

The notices of layoff and intent to displace may all occur prior to the date of layoff.

Section 11.5 Payout at Lay-off. Laid-off employees will be paid all accrued unused vacation pay as of the date of layoff.

Section 11.6 Recall or Reinstatement Rights. An employee who has been laid-off, shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.

An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not permanently hire or promote anyone into a classification until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire and return to work within fourteen (14) days of certified mailing. During periods of layoff, the Employer may temporarily, up to three months, place employees in positions vacant due to leaves of employees or need for short term appointment.

An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. It is the responsibility of each employee on lay-off to notify the 911 Director in writing of any change of address.

In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violates any state or federal regulation, which has been deemed to supersede this Agreement.

Upon receipt of the notice of recall the employee must inform in writing whether he accepts or declines the offer of reinstatement or re-employment. If the 911 Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or reemployment to the same classification from which the employee was laid-off shall be removed from the lay-off list. The employee must report for work no later than 14 calendar days of the date of the recall notice unless the Employer agrees in writing to a later date.

Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period. Employees are responsible for having all necessary certifications required for their classifications, as a prerequisite to being recalled from layoff.

Section 11.7 Right to Appeal. An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The appeal shall be filed to Step 2 with Step 1 being waived. The

appeal shall be filed within ten (10) calendar days of notification to the employee of the layoff or displacement.

ARTICLE 12 - DISCIPLINARY ACTION

Section 12.1 Standards of Conduct. Non-probationary employees may be disciplined or discharged for: just cause, including but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules or policies hereafter put into effect.

Section 12.2 Disciplinary Action. Disciplinary action shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) with or without pay, (4) reduction in pay and/or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants.

Discipline shall be considered within a reasonable period of time following the incident giving rise to the grievance or when the incident becomes known to the Employer allowing for investigation, work and days off schedule, availability of parties, and other procedural matters.

Section 12.3 Pre-disciplinary Process. Before imposing a reduction in pay or position, suspension, or discharge, the 911 Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by a union representative. The conference will be scheduled as promptly as practical by the 911 Director or his designee. The 911 Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the 911 Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority and accruals for the suspension period.

Section 12.4 Serious Offenses. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (1) theft of property of the employer or fellow employee; (2) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (3) insubordination; (4) harassment; (5) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (6) falsification of records; (7) dishonesty; (8) fighting; (9) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public, and (10) any other violations of standards of conduct (including work

rules) which substantiate discharge including, but not limited to the failure to act when there is a duty to do so that results or could result in serious injury or death to responders or the public.

Section 12.5 Appeal of Discipline. When imposing a reduction in pay or position, suspension, or discharge, the Administrator shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of discipline notice.

Section 12.6 Exclusive Appeal. Ohio Revised Code § 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 13 of this Agreement.

Section 12.7 Union Representation. When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

Section 12.8 Retention of Discipline. Records of reprimands will be retained for twelve (12) months and records of all other discipline shall be retained for thirty-six (36) months in the employee's personnel file provided there is no intervening discipline. In addition, employees may submit a memorandum indicating their disagreement with the reprimand and that document will be maintained with the reprimand in the proper location. All records of discipline may be used to establish that an employee was made aware of the standard of conduct expected.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1 Definitions. For the purposes of this Article, the below listed terms are defined as follows:

"Grievance." A grievance is a dispute or controversy arising from the misapplication, misinterpretation, or violation of an express term of this written Agreement including discipline as provided in Article 12 of this Agreement. Only discipline which involves loss of pay, reduction in classification and/or pay, or discharge may be grieved to arbitration.

"Grievant." A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, by mutual agreement the parties may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

Section 13.2 Timelines, Extensions. The limits in days under each section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

Section 13.3 Delivery/Service. The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, email, etc. Service to the Union shall be to the grievant or the local Union representative. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate.

Section 13.4 Grievance Steps. The following procedures shall apply to the administration of all grievances filed under this Article:

1. Step 1 Supervisor/Tour Commander:

a. The grievant or union representative shall, within ten (10) calendar days after the alleged grievance has occurred, reduce the grievance to writing and serve the grievance on the Supervisor, or his designee. Failure to file the grievance within the applicable time or by the proscribed manner results in a full and complete waiver and forfeiture of the grievance.

b. A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant, (2) the identity of the provision(s) of this Agreement involved in the grievance, (3) the time and place where the alleged events or conditions giving rise to the grievance took place, (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

c. The Supervisor or designee shall give his or her answer in writing within ten (10) days of the filing of the grievance. If the Supervisor or his designee fails to respond within the established time limit, the grievant may pursue the grievance to Step 2 of the procedure.

2. Step 2 911 Director:

a. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the 911 Director or his designee within ten (10) calendar days after the grievant's receipt of the Step 1 answer or when the Supervisor's response was due. The written appeal shall be served on the 911 Director, or his designee, in the 911 Director's absence. The failure to file the written appeal in the time and manner proscribed shall result in a full and complete waiver and forfeiture of the grievance.

b. The 911 Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within ten (10) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an OPBA staff representative. The Union may request that other employees attend the meeting. The 911 Director, or his designee, may also request that other persons be present at the Step 2 meeting, which may include the County Administrator. The 911 Director, or his designee, shall give a written answer within seven (7) calendar days following the Step 2 meeting. If the 911 Director or his designee fails to give a written answer within seven (7) calendar days following the Step 2 meeting, the grievance may be advanced by the Union to Step 3. The failure to file a written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

3. Step 3 Arbitration:

a. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by giving the Employer written notice by hand delivery or email, of its desire to arbitrate. The written notice must be received by the County Administrator or the Commissioner's Office in the absence of the County Administrator within thirty (30) calendar days of receipt of the Step 2 answer, or when the 911 Director's response was due, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) calendar days following the notice to arbitrate, the parties shall either agree upon an arbitrator from the permanent panel or select/appoint, on a rotating basis, from the panel. The rotation shall begin with the first name and continue in the order listed, for subsequent arbitrations. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place.

The permanent panel for arbitrators shall be as follows. Any arbitrator who declines participation or is not available for the panel shall be considered as withdrawn. The panel is:

1. Sarah Cole
2. William Lewis
3. Mike Paolucci
4. Harry Graham
5. Nels Nelson

b. The arbitrator shall hear and determine only one grievance. Multiple grievance arbitration by one arbitrator at a single hearing shall be prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties mutually agree otherwise.

c. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

d. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties, and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

e. The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the arbitration services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

f. Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify and b) copies of documents to be introduced.

Section 13.5 Exclusive Procedure. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the Union and the Employer, shall be final and binding upon the grievant, the grievant, Union, and the Employer.

Section 13.6 Attendance at Grievance Meetings and Arbitration Hearings. Grievants or local union representatives attending Step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

Section 13.7 Voluntary Mediations. The parties agree that they may utilize the services of a mediator to resolve pending grievances.

ARTICLE 14 - HOURS OF WORK/OVERTIME

Section 14.1 Work Week. The normal work week for all fulltime employees, shall be forty (40) hours worked. The workweek shall be 7 consecutive calendar days as established by the Employer. Part-time employees' normal work week shall be as established by the 911 Director.

Section 14.2 Overtime and Compensatory Time. Employees shall be paid one and one-half (1-1/2) times their applicable rate of pay for all hours worked in excess of forty (40) hours actually worked in any work week. Hours worked will include vacation leave and holidays. All overtime hours worked must be required or approved by the Employer.

An employee may request to take compensatory time off in lieu of overtime pay and if such request is granted by the Employer, the employee shall be granted compensatory time at one and

one half (1-1/2) time basis (to a maximum accumulation of 240 hours) scheduled at a time mutually convenient to the employee and Employer, so as not to cause a scheduling problem, within one hundred eighty (180) days after overtime is worked. If such an arrangement is not possible, the employee shall be paid for accrued overtime hours in cash pursuant to this Section. In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his estate.

Section 14.3 Equalization of Overtime. The Employer shall make reasonable efforts to equalize opportunities for available overtime. Any overtime available on a shift will be offered to that shift's personnel who are not on duty. It is understood that coverage for shifts in the 911 Center necessarily limits the ability of employees to have equalization due to the nature of the operation. In the event that an employee believes he/she is not being given opportunities to work overtime, the 911 Director or designee will meet with the employee. It is further understood that emergencies, employee call-offs, etc., may prevent balancing overtime opportunities.

Mandatory overtime will be filled by mandating the overtime pursuant to the classification seniority list by reverse seniority of available employees. Available employees shall be construed as meaning employees who are going off duty and employees coming on to assigned shifts. These available employees shall be mandated to work overtime in four (4) hour intervals. The Employer shall first order the least senior available employees to work the mandatory overtime and rotate up the seniority list each time it is necessary to order an employee to work. Except in cases of emergency, employees shall not be mandated to work with less than an 8 hour turnaround nor more than twelve (12) continuous hours. The Employer shall endeavor to provide as much notice as reasonably possible prior to mandating an employee to work overtime.

ARTICLE 15 - SICK LEAVE

Section 15.1 Sick Leave Benefit. Each employee who has successfully completed his initial probationary period shall earn four and six-tenths (4.6) hours sick leave upon completion of each additional eighty (80) hours of service (rate of 0.0575 hour for each hour worked). Sick leave shall be accrued without limit. An employee may accrue sick leave credit only on the basis of his full-time continuous regular or permanent part-time employment with the Employer.

Section 15.2 Sick Leave Use. Sick leave shall only be used for the employee's personal illness, injury, or pregnancy, or where an employee's presence is reasonably necessary, for a serious illness or injury in the employee's immediate family defined as employee's mother, father, spouse or child.

Sick leave may be used for a death in the employee's immediate family. Such paid leave shall not exceed three (3) days without further written approval by the Employer. For use of sick leave for death in the immediate family, immediate family shall also include the employee's siblings, grandparents, current parents-in-law, and children.

Section 15.3 Reporting Use of Sick Leave. An employee who is absent due to one of the above reasons must report his absence to the Employer, following the reporting procedures of the 911 Center. In order to qualify for use of paid sick leave, the employee must complete a sick

leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the 911 Director or his designee may require such proof of illness, injury, or death. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

Section 15.4 Sick Leave Abuse. Sick leave abuse or falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

Section 15.5 Sick Leave Charge. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal scheduled work or work week earnings. If an employee's illness or injury continues beyond the time covered by his earned sick leave, the employee may request an unpaid leave.

Section 15.5 Conversion at Retirement or Death. An employee covered under this Agreement who is eligible or who becomes eligible to retire shall be entitled to payment for accumulated sick leave on the basis of one hour of pay at the employee's straight-time rate on date of retirement for every four hours of accumulated sick leave. However, the total value of sick leave paid in this manner shall not exceed the value of thirty (30) days paid leave or a maximum of 240 hours converted and paid. An employee covered under this Agreement who dies shall have sick leave paid to his or her estate on the same basis as though he or she had then retired, whether or not the employee was eligible for retirement on the date of death.

ARTICLE 16 - HOLIDAYS

Section 16.1 Holidays All full-time employees shall receive eight (8) or four (4) hours of holiday pay for the following holidays:

1.	New Year's Day	(January 1)
2.	Martin Luther King Day	(third Monday in January)
3.	Presidents Day	(third Monday in February)
4.	Memorial Day	(last Monday in May)
5.	Independence Day	(July 4)
6.	Labor Day	(first Monday in September)
	4 hours Brown Jug Day	
7.	Veterans Day	(November 11)
8.	Thanksgiving Day	(fourth Thursday in November)
9.	Day after Thanksgiving Day	(fourth Friday in November)
10.	4 hours Christmas Eve	
11.	Christmas Day	(December 25)
12.	4 hours New Years Eve	

Permanent part-time employees will receive the holiday pay for those holidays on which they are scheduled to and do work.

Section 16.2 Holiday Pay For Shift Work Employees. Those employees who are assigned to shift work (24/7) will receive holiday pay at a time and one-half rate provided the employee has worked forty (40) hours the work week of the holiday.

Section 16.3 Holidays During Vacation. Employees on approved vacation leave will not be charged vacation leave for those holiday leave hours which occur during their vacation leave unless the employee requests the vacation leave for the holiday.

ARTICLE 17 - VACATIONS

Section 17.1 Vacation Earned. Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

40-Hour Per Week Employees

Service Time	Vacation Earned
1 to less than 8 years' service	80 hours (2 weeks)
8 to less than 15 years' service	120 hours (3 weeks)
15 to less than 25 years' service	160 hours (4 weeks)
25 years or more service	200 hours (5 weeks)

Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

Section 17.2 Payment of Accrued, Unused Vacation Leave at Resignation or Death. An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns from County service.

Section 17.3 Scheduling of Vacation Leave. All vacation schedules and requests are subject to the approval of the Employer. A vacation request for a full day or more must be submitted to the Employer or a designee at least one business day in advance of the date requested. A vacation request for less than a full day may be submitted the same day as the request. Vacation leave must be in increments of one hour. One employee per shift will be permitted to be off on vacation leave unless prohibited by operational needs.

Section 17.4 Use of Vacation Leave. Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated. In the event an employee who has vacation

leave accumulated to the maximum and has submitted a vacation leave request which is denied, the employee will be provided a reasonable time to schedule the requested leave.

In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to his estate

Section 17.5 Part Time Employees. Permanent part-time employees (regularly scheduled less than 40 hours per week) shall receive vacation leave at a prorated amount of the accrual rate listed above.

ARTICLE 18 - INSURANCE BENEFITS

Section 18.1 Insurance Plan. The Employer shall continue to provide full-time employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit.

Section 18.2 Changes to Insurance Plan. If the County decides to change the health insurance benefits, they will inform the Union Director 30 days prior to the effective date of the new benefits and if the Union Director requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 19 - WAGES, BENEFITS

Section 19.1 Wage Schedule. The wage schedule for the classifications in the bargaining unit shall be determined in accordance with the County's Compensation Management System. The County will continue to review the wage schedule every 18 months, or as determined by the County, and may adjust the wage schedule. In no case shall the schedule be reduced.

Section 19.2 New Employees. New employees to the bargaining unit shall be placed at a step or rate as determined by the Employer. Consideration for a new employee's prior experience, certifications or other qualifications may be used in determining initial wage placement.

Section 19.3 Uniforms. The County will provide the uniform items it requires employees to wear while at work. Employees will be responsible for the care and maintenance of all issued uniforms.

ARTICLE 20 - LEAVES OF ABSENCE

Section 20.1 Jury Duty Leave. Employees will be excused from work for jury duty. An employee who is called to and reports for panel and/or jury duty shall be compensated by the Employer at the straight-time hourly rate for the hours he would have been scheduled on that day. The employee must give prior notice of his jury duty call, and submit his jury fee to the Delaware County Treasurer in order to receive his regular pay.

Section 20.2 Unpaid Leaves of Absence. Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer.

Educational leave may be granted for up to one year for purposes of education, training, or specialized experience which would benefit the 911 Center. Upon completion of the leave of absence, the employee will be returned to a position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay an employee does not accrue seniority, does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. An employee on an unpaid leave of absence must pay the premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

Section 20.3 Military Leave. Military Leave will comply with all Federal and State laws.

ARTICLE 21 - TRAINING

Section 21.1 Required Initial Certifications/Training. The Employer shall pay for all costs related to the initial training of bargaining unit employees, who, as a condition of employment, must obtain and/or maintain any special certifications or licenses as mandated by any agency of the Federal, State, Local government or any requirement of the Employer.

Section 21.2 Recertification. The County will pay for one re-certification test per certification per employee within a two-year period. If the employee does not successfully complete the initial recertification, the employee shall be responsible for any training for re-certifications as well as all costs associated with the recertification process including but not limited to the costs of the exam, lodging, travel, and/or meals.

If the employee does not pass the re-certification examination on the first attempt, he/she will be immediately suspended without pay for a period not to exceed thirty (30) days. The employee must gain re-certification within thirty (30) days of his/her suspension. If the employee does not obtain re-certification within thirty (30) days, the County reserves the right to suspend, demote or remove the employee.

Section 21.3 Education. An employee may request pre-approval for education and training from the 911 Director. The 911 Director, in his sole discretion, may approve or deny such request. If approved by the Director, such request is subject to the Delaware County Tuition Assistance Policy, including any amendments to that Policy made during the term of this Agreement.

ARTICLE 22 - TOTAL AGREEMENT, CONFORMITY TO LAWS, CONFLICT OF LAWS

Section 22.1 Prior Agreement/Past Practices. This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the employees covered by this Agreement.

Section 22.2 Total Agreement. It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

Section 22.3 Conformity to Laws. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section, or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

Section 22.4 Hold Harmless. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department, or agency.

ARTICLE 23 - SUCCESSOR NEGOTIATIONS AND DURATION

Section 23.1 The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

Section 23.2 Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement.

Section 23.3 Duration This Agreement shall remain in full force for three years from January 1, 2012 through December 31, 2014.

ADDENDUM A - WAGES

Wage increases for employees in the bargaining unit shall be based on their rate of pay in the following amounts, effective pay period #1 of each of the following calendar years:

2012	-	2%
2013	-	2%
2014	-	2%

In years 2013 and 2014, if the County Board of Commissioners increase the wage scales of the County Compensation Plan by an amount in excess of 2%, employees of the bargaining unit will be eligible for the difference in excess of 2%, subject to the County Compensation Plan provisions and performance evaluations.

Delaware/911/2008-2010FINAL

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed and hereby executed on this ____ day of _____, 2012.

DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS

Ken O'Brien, Commissioner

Dennis Stapleton, Commissioner

Tommy Thompson, Commissioner

Tim Hansley, County Administrator

Dawn Huston, Director of Administrative Svcs.

Barbara Temple, Interim 911 Director

Jonathan J. Downes, Labor Counsel

OHIO PATROLMAN'S BENEVOLENT ASSOC.

By _____
Joseph Hegedus, OPBA Attorney

Union Bargaining Committee:

_____

_____

_____