NEGOTIATED AGREEMENT

BETWEEN

LAWRENCE COUNTY 911 DISPATCH CENTER AGENCY

AND

GENERAL TRUCK DRIVERS AND HELPERS UNION LOCAL NO. 92

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ARTICLE 1 – Preamble and Recognition

Section 1.1 – Purpose This Agreement is made by and between the Lawrence County Commissioners (hereinafter "Employer" or "County"), and Teamsters Local Union No. 92, affiliated with the International Brotherhood of Teamsters (hereinafter "Union"), as the sole and exclusive bargaining representative of the employees in the bargaining unit.

Section 1.2 – Bargaining Unit As certified in SERB Case No. 01-REP-08-0213, the bargaining unit is as follows:

Inclusions

- All full-time Dispatchers
- All part-time Dispatchers

Exclusions The Union recognizes the following positions as being excluded from the bargaining unit:

- Supervisor(s) or Management: including the employees of any agency contracted for management, supervision, and administration of Lawrence County 9-1-1 while performing a management role; any subsequent Director, Administrator, or Manager hired in lieu of or in addition to a contracted management agency; and a confidential secretary or administrative assistant (either full or part time) who routinely handles confidential data, correspondence, files, and information and who may act in the absence of the Director, Administrator, or Manager.

ARTICLE 2 – Employee Definition

Section 2.1 This Agreement shall cover all employees in the bargaining unit providing dispatching and emergency call-taking services in the 9-1-1 Center.

Section 2.2 Full-time is defined as a bargaining unit member currently designated to fill a full-time position, and any employee successfully bidding into future full-time positions when posted by the Employer.

Part-time is defined as positions in the bargaining unit that are scheduled to work less than the full-time schedule of hours in the 9-1-1 Center, and who are not guaranteed a minimum number of hours per week, pay period, month, or year.

Section 2.3 In order for part time bargaining unit members to remain on the active roster to be called for work with the Employer, they must have accepted and been available for twenty four (24) hours of offered work in a twenty-eight (28) day period. Employees hired after 1/10/06 must have accepted and been available for thirty two (32) hours of work in a twenty eight (28) day period. If no work is offered during the twenty-eight (28) day period due to lack of available shifts per the Executive Director, the bargaining unit member shall not be removed from the active roster. The work schedule of other employment must be submitted two (2) days prior to the scheduled posting date to determine shift availability.

Part-time Bargaining Unit Members who fail to work the specified hours in a twenty-eight (28) day period due to illness or injury or vacation from other full time employment will have their shift excused with the presentation of a valid physician's statement covering the period of the scheduled shift for that twenty-eight (28) day period only. This waiver will only be permitted two (2) times per twelve-month period, unless Management chooses to waive this requirement due to mitigating circumstances.

Section 2.4 The Supervisor will designate the most senior employee per shift to be the 'in-charge" employee. In the case of a part-time or temporary employee working with a full-time employee, the full-time employee will be the "in-charge" employee.

ARTICLE 3 – No Strike-No Lockout

Section 3.1 Inasmuch as this Agreement provides for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted emergency services to the citizens of Lawrence County.

Section 3.2 The Employer agrees that so long as this Agreement is in effect the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees have violated the following provisions of this section. The Union agrees that there shall be no strikes, including sympathy strikes, sit-downs, slowdowns, stoppages of work, secondary boycotts, unreasonable and/or unnecessary use of sick days by multiple employees in a short period of time (i.e. "blue flu"), picketing, patrolling, or any similar interference with the operation of the Employer or any other unlawful acts that interfere with the Employer's operations. In the event there is a breach of this Article, the Employer need not resort to the grievance provisions of this Agreement, and may not be required to negotiate on or participate in the grievance procedure regarding the merits of this dispute, which gave rise to such activity, until it has ceased.

Section 3.3 In the event of occurrence of any activities prohibited in Section 3.2 above, the Union shall immediately, upon receipt of notice of such action of its officers or upon notice communicated to the officers of the Union, attempt to personally contact as many of the involved bargaining unit employees in as expedient a fashion as is reasonably possible in order to obtain resumption of work, and the Union shall use its best efforts to obtain the resumption of regular work schedules as quickly as possible. In addition to this, the Union shall instruct the involved bargaining unit employees in writing, directed to their respective home addresses with a copy to the Employer, that their conduct is in violation of the Agreement, and that they may be subject to discipline that could include discharge and that the Union instructs all such employees to return to their regular work at once.

Section 3.4 The Employer shall have the right to discipline up to and including discharge any employee who violates Section 3.2 of the Article. Any disciplinary action imposed by the Employer hereunder shall be subject to the grievance procedure of this Agreement, to the extent only of determining the fact as to whether an employee violated Section 3.2 of this Article. A grievance against disciplinary action taken by the Employer under this Article must be filed with the Employer in accordance with the timeliness in the Grievance Procedure Article after such discipline is imposed.

ARTICLE 4 – Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively with the Employer, including but not limited to, the rights in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees and to determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff and recall to work employees; to set the standards to productivity, the products to be produced and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to contract out, close down, relocate the employer's operation or any part thereof; to expand, reduce, alter, combine, transfer, assign or create any job, department, operation, or service, to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to issue, amend and revise policies, rules, regulations, and practices and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees.

The Employer's failure to exercise any right, prerogative, or function hereby reserve to it, or the Employer's exercise of any such right, prerogative, or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 – Union Representation and Bulletin Boards

Section 5.1 – Employee Representatives The Union will supply the Employer with a written list of names of shop stewards upon execution of this Agreement. The Employer agrees to recognize two (2) employees as Union representative for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union shall notify the Employer in writing of any changes in representatives, which may occur from time to time. The representative shall have no authority to take any action interrupting the Employer's business.

One (1) Union Steward shall be excused with pay when pre-disciplinary conferences (hearings), grievance meetings or arbitrations are scheduled during their normal work hours. One representative shall also be excused without pay for investigative activities. The representative or employee must notify his supervisor at least twenty-four (24) hours in advance of the absence, unless the absence is of an emergent nature and requires a representative's immediate response.

Section 5.2 The Union and the Employer jointly recognize that the first priority and mission of Lawrence County 9-1-1 is the provision of quality 9-1-1 services. The investigation and writing of grievances and/or other Union activities which Union Representatives or employees undertake during work time will not interfere with the primary mission of Lawrence County 9-1-1.

Section 5.3 The Union President or designee of the Local Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon prior Notice to the 9-1-1 Manager or, in his absence, the County Administrator.

Section 5.4 – Bulletin Boards The Employer agrees to provide space for a bulletin board in the 9-1-1 Center for the Union's use for the Union's business related to the 9-1-1 Center. The location of the space shall be reasonably accessible to all members. Materials containing personal attacks upon any other member or any other employee, derogatory attacks upon the administration, attacks and/or favorable comments regarding candidates for public office, or for office in any employee organization, shall be prohibited from being posted on the bulletin board at any time. No material shall be posted that is profane, obscene or of an indecent nature.

ARTICLE 6 – Dues Deduction

Section 6.1 – Dues Deduction The Employer agrees to deduct from the wages of any employee, who is a member of the Union, membership dues, including fees and assessments. The Union will notify the County, in writing, at the beginning of the Contract and monthly of the total charges and its current membership. The Union will update membership and dues information as needed. The Union shall submit a written authorization for dues deductions, signed and dated by the employee. All dues collected shall be submitted to the Union to the person designated in writing by the Union.

The Employer shall be relieved from making individual dues deduction payments to the Union when a member (1) resigns or is separated from employment; (2) is laid off from employment; (3) provides written revocation of dues deduction authorization submitted by the employee to the Employer; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

Section 6.2 – Error in Deduction It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

Section 6.3 – Fair Share Fee Any employee who is not a member of Local 92 shall pay Local 92, through payroll deduction, a contract service fee or fair share for the duration of this Agreement. This provision shall not require any employee to become or remain a member of Local 92, nor shall the fee exceed the dues paid by members of Local 92 in the same bargaining unit. Local 92 is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of Local 92 less each non-member's proportionate share of the amount of Local 92's dues and service fees spent on activities not chargeable to such service fees during the

prior year. The Union will supply the actual amount of the fair share fee deduction to the Employer. If an employee challenges the propriety of Local 92's use of such fee, deductions shall continue, but Local 92 shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09 (C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board. The Union agrees to provide, annually to the Employer, a copy of the fair share fee rebate procedure.

Section 6.4 – Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or County and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

ARTICLE 7 – Probationary Period

Sec 7.1 – Requirement to Serve Probationary Period Every newly-hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a bargaining unit employee. Employees who are employed part-time do not have to serve an additional probationary period upon becoming full-time employees but must complete any remaining probationary period regarding the part-time appointment. Any employee who resigns or is otherwise separated and is subsequently re-employed shall serve a new probationary period.

Section 7.2 – Length of Probationary Periods The probationary period shall begin on the first day as a bargaining unit employee for which the employee receives compensation from the Employer and shall continue for a period of 120 calendar days for full-time employees and 180 calendar days for part-time employees.

The probationary period may be extended by the Employer by a period of up to 120 days provided the Employer indicates to the employee and the Union the reason(s) for the extension.

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

Section 7.3 – Appeals by Probationary Period Employees A probationary employee may be terminated with or without cause any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum, including, but not limited to, the State Personnel Board of Review.

ARTICLE 8 – Seniority

Section 8.1 Seniority shall be computed from the date of hire on the basis of uninterrupted length of service with Lawrence County 9-1-1. A seniority list will be established by the Employer based upon hire dates documented in the Journal of Proceedings of the Lawrence County Board of County Commissioners. Ties in seniority due to more than one employee hired on the same day (as documented in the Commissioner's journal) shall be broken as described in Section 8.4.

Classification seniority shall be computed from the 1st day the employee worked in the particular classification.

When an employee takes an approved leave of absence of at least five (5) consecutive days, his seniority date shall be changed by the period of time during which he was on unpaid leave. This section does not apply when an employee takes infrequent or occasional approved time or days off (less than five) without pay.

Section 8.2 "Seniority" as defined in this Article herein shall apply wherever the term is used in this Agreement.

Section 8.3 The following shall be considered as breaks in continuous service if an employee:

A. Quits
B. Retires
C. Is terminated for just cause
D. Refuses recall after layoff
E. Accepts a managerial position, and bids back into the bargaining unit. (The time spent in the managerial position will be deducted from his continuous service time).

Section 8.4 Ties in seniority shall be broken by using the employee's social security numbers, starting at the last digit with the highest number Nine (9) being considered senior and zero (0) low. If a tie exists with the last number, the next to the last number will be used to break the tie, and so on, until the tie is broken.

Section 8.5 There shall be two (2) major classifications of bargaining unit employees:

A. Full Time Dispatcher
B. Part Time Dispatcher

ARTICLE 9 – Layoff and Recall

Section 9.1 – Reasons for Layoff and Notification of Layoff The Employer shall notify the Union and affected employees at least twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. The parties agree to discuss the layoff procedure and any alterations to the layoff. However, while full time employees are on layoff, part time employees will not be used on a regular basis to fill full time positions. The decision of whether a layoff or job abolishment is necessary is within the sole discretion of the Employer.

Section 9.2 – Layoff and Recall Period Layoffs of bargaining unit members will be by total company seniority. Employees shall be laid off in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are laid off. Laid off employees shall have the right to recall to a position of their former classification for a period up to twenty-four (24) months from the date of layoff.

Section 9.3 – Laid Off Full-Time Employees Automatically Become Part-Time Any full-time employee affected by a layoff will automatically become a part-time employee and will be given priority and preference in the scheduling of part-time shifts over other part-time employees. In the event that there is more than one full-time employee affected by a layoff, scheduling priority between those former full-time employees shall be determined by seniority.

Section 9.4 – Recall Notification The Employer shall provide written notice of recall to the affected employees via registered mail to the employee's last known address and to a Union steward. It shall be the responsibility of each employee to keep the Employer informed of his current mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff classification.

Section 9.5 – Time Limits for Recall and Return From Layoff The laid off employee shall have fourteen (14) calendar days after mailing of the recall notice to exercise his rights to recall by giving written notice to the employer of intent to return. After expiration of this time, the next employee in line on the recall roster shall be notified and given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) calendar days from the date of the employee's notification of intent to return, unless a longer period is provided. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Section 9.6 – Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 9.7 – Minimum Work Requirement Waived The Employer's requirement for a minimum number of hours worked to remain an employee shall be waived for employees on layoff status.

Section 9.8 – Training/Continuing Education Employees will be offered, at no cost to the employee, all training provided to other Employees to maintain their certification status and skills while they are in layoff status.

ARTICLE 10 – Policies

Section 10.1 Lawrence County 9-1-1 shall make available to the Union any new policy adopted by management before implementation. If any new policy impacts the wages, hours, and working conditions of the bargaining unit members, the management will meet with and confer with the Union as to the policy. If there is disagreement, the County may implement the policy, and the Union may grieve whether the policy violates the provisions of the collective bargaining agreement.

Section 10.2 Lawrence County 9-1-1 shall make available an updated policy manual or employee handbook within sixty (60) days following the ratification and execution of this Agreement. The revised handbook will be available for the bargaining unit members to read and review, and bargaining unit members will be required to sign a statement indicating that they have read and reviewed the updated policy manual or employee handbook. The 9-1-1 supervisor will be responsible for posting a notice to alert bargaining unit members of any new or revised policies prior to implementation.

Section 10.3 Any past practice, policy, or procedure not expressly altered by or contrary to this Agreement shall remain in effect.

ARTICLE 11 – Labor Management Meetings

Section 11.1 – Meetings In the interest of sound labor/management relations, the efficient operation of Lawrence County 9-1-1, and quality 9-1-1 services, once every half year on a mutually agreeable day and time, representatives of the Employer and the Union may meet to discuss matters addressed in Section 11.2 herein at the request of either Management or the Union, unless otherwise agreed.

Section 11.2 An agenda will be furnished and/or exchanged at least five (5) business days in advance of the scheduled meeting with a list of topics to be discussed. The Union and the Employer shall also supply the names of those representatives who will be attending. Union employee representatives shall be excused with pay to attend such meetings during their schedule working hours (limited to one employee on-duty) as necessary when that employee is involved in a particular topic or is the union representative for the meeting. The purpose of such meetings shall be to:

A. Discuss the administration of this Agreement;
B. Discuss grievances that have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to;
C. Discuss health and safety matters relating to employees;
D. Discuss ways to improve efficiency;
E. Discuss proposed and current policies and procedures; and
F. Discuss or disseminate any other information of interest to the parties.

Section 11.3 Either party may request a special meeting by submitting a request, in writing, to the other party indicating the issue(s) to be discussed.

ARTICLE 12 – Personnel Files

Section 12.1 Employees shall have the right to inspect their personnel file, provided reasonable notice is given to schedule the inspection. An employee may compile, date, and insert in said records a list of the documents found in his personnel file. Employees shall have the right to attach a written response to any document in the personnel file and such response shall be retained with the document. No anonymous document shall be placed in an employee's personnel file, or used in discipline.

Section 12.2 Employees shall receive one (1) copy of all materials placed in their personnel record as the document is placed in the record. Subsequent copies of information contained in the personnel record will be provided at the cost of ten cents (0.10) per page or copy.

Section 12.3 All Employees are required to provide to the Employer their correct address, telephone number, and beneficiaries (for insurance purposes if applicable and payroll deductions).

Section 12.4 Employees may designate, in writing, permission to have a union representative review the employee's personnel file. The Union representative shall provide reasonable notice in order to schedule the inspection.

Section 12.5 Upon request, copies of written material relied upon by the Employer during any disciplinary procedures, grievance procedure, or performance evaluation shall be provided to the employee. If a copy of such information was previously provided, subsequent copies shall be charged to the employee at ten cents (0.10) per copy.

ARTICLE 13 – Discipline

Section 13.1 Discipline is defined as an action taken by the Employer against an employee for just cause for violations of the 9-1-1 Employee Handbook and other reasonable work rules or orders, violations of law defined in Ohio Revised Code 124.34, and provisions of the collective bargaining agreement.

Section 13.2 Except where more severe discipline is warranted, discipline shall be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and the nature of the infraction. Discipline may include the following: Conversation Form, Written Reprimand, Suspension, Working Suspension, and Termination. The level of discipline shall be commensurate with the infraction, and the Employer reserves the right to establish and publish in the 9-1-1 Employee Handbook categories of offenses and a chart of usual discipline for each category.

Section 13.3 In the event that an employee is to be given disciplinary action for behavior which warrants time-off suspension, demotion removal, or other discipline which results in loss of pay, a pre-disciplinary conference (hearing) between the employee and the Executive Director or a hearing officer designated by the Executive Director shall be arranged. The employee may have a union steward and/or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or union official. When the nature of the offense is such that immediate disciplinary action is required, the 9-1-1 Manager may, at his discretion, place the employee on paid administrative leave until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference or hearing. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension.

Section 13.4 Discipline shall be imposed as close to the incident(s) as possible, but in no case, more than twenty (20) working days from the incident or the time that Management became aware of the incident or incidents. However, in cases of alleged sexual harassment, Management may take up to thirty (30) working days to investigate and impose discipline.

Section 13.5 An employee will be notified of his/her right to union representation, if he/she chooses, during any disciplinary conference the employer asks the employee to attend. The employee will be given reasonable time to secure Union representation of his/her choosing.

Section 13.6 Conversation forms and written reprimands shall remain in the employee's file for twelve (12) months provided no intervening discipline has occurred in which case the time shall be twelve (12) months from that event. Disciplinary suspensions shall remain in the individuals' personnel file and record for three (3) years unless another disciplinary action occurs in which case the time shall start over from the intervening discipline.

Section 13.7 The Employer agrees that all disciplinary procedures shall be carried out in a private and business-like manner. However, records of disciplinary actions taken and documents generated in the disciplinary process are subject to Ohio's public records laws and are available to those making public records requests.

Section 13.8 Employees may file grievances of suspensions, demotions, and terminations. Grievances must be appealed to Step 2 of the grievance procedure within seven (7) days (as defined in Article 14.2 (B)) of receipt of notice of the disciplinary action. An employee may not pursue any appeal of a disciplinary action to any other forum as the grievance-arbitration procedure is the sole remedy.

Section 13.9 Probationary new hire bargaining unit members do not have recourse to the grievance procedure for removal during the probationary period.

ARTICLE 14 – Grievance Procedure

Section 14.1 A grievance is an allegation by a bargaining unit member or the Union that the terms of this Agreement have been violated or a dispute concerning the interpretation or application of a specific provision of this Agreement. Bargaining unit members shall be afforded the right to representation at all levels of the procedure. When any such grievance arises, the following shall be followed.

Section 14.2 – Steps of the Grievance Procedure

A. Step One (First Step) Director

The party(ies) filing the grievance shall have ten (10) working days from the occurrence of the event or when the party(ies) knew or reasonably should have known of the occurrence of the event that gave rise to the grievance (but in no case longer than twenty (20) working days), to file the grievance with the 9-1-1 Director. Within ten (10) working days after receipt of the grievance, a meeting shall be held between the grievant and the 9-1-1 Director with the Union steward present, if requested by grievant. The 9-1-1 Director shall provide a written response to the grievant and the Union steward within ten (10) working days of the conclusion of the meeting.

B. Step Two (Second Step) Lawrence County Commissioner or Designee

If the answer of the first step is not satisfactory or is not timely, the Union may appeal the answer of the first step to the managing agency's Lawrence County Commissioner or Designee within five (5) working days of the date the answer was received or should have been received. Within five (5) days the grievance shall be considered at a meeting between the Lawrence County Commissioner or Designee or his designee and the grievant, with the steward in attendance. This may be extended by five (5) working days if the Lawrence County Commissioner or Designee is not available. If the grievance is not settled at the Step 2 meeting, the Lawrence County Commissioner or Designee shall give a written answer to the Union and the grievant within five (5) working days of the conclusion of the meeting.

C. Step Three (Arbitration)

1. If the grievance is not resolved at Step Two, the Union may, within ten (10) working days after receipt of the answer, submit the grievance to arbitration. Upon notification to the 9-1-1 Management of its intent to arbitrate the grievance, the Union and Management shall submit a joint request to the American Arbitration Association for a list of seven (7) arbitrators to be sent to both the Union and the Employer. Any cost for the list shall be split 50-50 between the parties. The parties shall meet within five (5) working days of receipt of the list to select an arbitrator. The parties shall use the alternate strike method of selection, with the first strike being made by the Union as the party who requested Arbitration. The parties shall have the right to reject up to two (2) lists (one each) of arbitrators before selecting an arbitrator, if this rejection of the AAA list is made prior to the meeting to strike names. Any rejection of a list must be accompanied by a request for a new list. The party canceling the arbitration shall be responsible for any and all fees due the arbitrator.

2. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary action to the extent permitted herein). The Arbitrator shall have no power or authority to make any decision:

    a. Adding to, subtracting from, modifying, changing or amending in any way the terms and provisions of this Agreement, or any written agreements between the parties;
    b. Concerning the establishment of wage rates not negotiated as part of this Agreement;
    c. Changing or setting new standards of performance or the standard for licenses or certificates;

3. The costs of the Arbitrator, including the travel expenses, hearing room, and any associated expenses shall be paid by the losing party.

    However, if more than one issue is to be decided and the decision on those issues is split, the Union and the Employer shall equally responsible for the costs.

    a. Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its witnesses.
    b. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes a copy available without charge to the Arbitrator and a copy to the other party at a cost of 1/3 of the expense incurred for making the transcribed record. If both parties desire a recording and/or transcript, then they shall equally pay the cost of such recording or transcript.

4. Bargaining unit members involved in the arbitration procedure shall be released from their duties, with pay, for a reasonable amount of time when attending the arbitration hearing when they are appearing as witnesses or grievant.

5. The Arbitrator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within thirty (30) working days from the close of the hearing. The decision shall be final and binding on the Union and its members and the Employer and its Bargaining Unit members to the extent allowed by statute.

6. If the Arbitrator's decision awards the payment of back wages covering the period of the Bargaining Unit member's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation and shall not include the assumption the Bargaining Unit member would have worked unscheduled overtime during the period of separation from the Employer's payroll.

7. The question of arbitrability of the grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable.

Section 14.3 – General

A. An "aggrieved person" is the Union or the person or persons making the claim. A grievance may be brought by the Union on behalf of multiple members similarly affected, in which event the grievance may be processed as a group grievance and separate grievances by each of the affected Bargaining Unit members need not be filed.

B. Grievances shall be processed promptly; however, the time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union.

C. A grievance may be withdrawn at any point by submitting a written statement to that affect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer within the time limitations set forth in the particular step shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure except to Step 3, Arbitration, which requires a specific request by the Union to advance the grievance to arbitration. The parties may choose to settle any grievance without setting a precedent and all such settlements below Step Three are non-prejudicial.

D. The written grievance shall be submitted on a grievance form which shall contain the following information:

1. Aggrieved person's name;

2. Name of the aggrieved person's immediate supervisor;

3. Date and time of the incident given rise to the grievance;

4. Date and time the grievance was first discussed with the supervisor;

5. The Articles and sections of the Agreement violated;

6. A brief statement of the facts involved in the grievance;

7. The remedy requested to resolve the grievance; and

8. Name of the Union representative.

Failure to fully complete the grievance form will not void the grievance. However, management reserves the right not to process the grievance beyond Step 1 until all of the information outlined in Section 14.3 (D)(1-8) is received in writing, from the Union. (A Step 2 Grievance Meeting will not be scheduled until receipt of same)

E. Working days for the purpose of this Article are defined as Monday through Friday, exclusive of holidays and weekends (Saturday and Sunday).

F. No labor organization or representative of the Bargaining Unit member other than those designated by the Union may represent the Bargaining Unit member or be present during any step of the grievance procedure.

G. This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies and appeals which were available to employees prior to this Agreement.

ARTICLE 15 – Hours of Work

Section 15.1 This article defines the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week.

Section 15.2 It is understood that bargaining unit members must work overtime and non-regular hours per the other sections of this Agreement.

Section 15.3 The Employer shall post a work schedule in the Dispatch Center for all bargaining unit members covering a period of not less than four (4) weeks and this schedule shall be posted at least five (5) calendar days before the first day covered by the schedule.

Section 15.4 In the event the Employer alters the shift schedules from the present configuration, the Employer shall meet with the Union for the purpose of discussing such alteration. After discussing the altered shift schedules with the Union, the Employer shall be permitted to implement the change to the shift schedules. The Employer shall provide four (4) weeks advance notice of any change to the Department's shift schedules.

Section 15.5 – Pay Periods All bargaining unit members employed by Lawrence County 9-1-1 shall be paid biweekly. If the County institutes a direct deposit system, each employee will be given the option to participate. Each employee will be given the option of direct deposit to the financial institution of their choice, having their check mailed to their home or continue receiving their check at the 9-1-1 center.

Section 15.6 – Overtime

A. Hours worked in excess of forty (40) hours per week shall be paid at one and one-half times regular rate of pay for the overtime hours. There will be no pyramiding of overtime. Except for regularly scheduled overtime, all overtime must be approved in advance by the on-site supervisor, administrator, or duty officer, except when oncoming relief is late or does not report to work.

B. It is understood and agreed that the Employer shall be the sole judge as the necessity for overtime work. Voluntary overtime will be offered initially by classification seniority, first to full-time dispatchers, then to dispatcher/secretary, then to part-time dispatchers.

1. The Supervisor will record the number of overtime hours accepted by each employee as it occurs.
2. After the initial offering of overtime, the full-time dispatcher, then dispatcher/secretary, then part-time dispatcher employee with the least total number of overtime hours accepted will be offered overtime, followed by the next employee with the least number of overtime hours, etc.
3. All overtime will be reset to "zero" (0) at 12:01 a.m. on the first day of January of each year, and these steps will be repeated.

C. **Mandatory Overtime:** Full time dispatch and bargaining unit members may be required to work mandatory overtime. When mandatory overtime is necessary, and is not of an emergency or immediate nature the voluntary overtime list will be called. If no overtime is accepted, the employer will contact the employee with the least number of overtime hours recorded for the month, and he will be required to work the overtime. Management will make the decision to mandate the employees to work overtime, not the bargaining unit employees. An employee will not be required to work overtime if he/she is on an approved leave. In the event of a tie, the least senior employee will be mandated. No employee may leave work until properly relieved by the oncoming employee or approved by management. An employee who refuses mandatory overtime may be subject to discipline by the employer.

D. Some overtime and holdovers are necessary due to the nature of the business of providing 9-1-1 service. Lawrence County 9-1-1 will make a reasonable effort to ensure that employees are not compelled to work beyond six (6) hours past the completion of their scheduled shift.

Section 15.7 At the election of the employee, overtime may be compensated with compensatory time off. Such compensatory time off shall be earned in a manner consistent with the overtime provisions in Section 15.6. Employees shall not be permitted to accumulate more than one hundred (100) hours of compensatory time in any calendar year. All earned compensatory time must be used within 180 days of date earned. At the end of 180 days, unused time will be paid at the employee's appropriate rate of pay. At the end of each calendar year, an employee shall be permitted to convert their accrued, but unused, compensatory time to cash at the employee's appropriate rate of pay. All the present compensatory time the employees have will be allowed to be carried over for 180 days after the contract is signed.

Upon separation from employment, employees shall be paid for their accrued, but unused compensatory time. In the event of any employee's death, such accrued, but unused compensatory time shall be paid to the employee's surviving spouse or estate.

Section 15.8 Employees must request in writing the use of compensatory time off at least 48 hours in advance of the shift they are requesting to be off. Compensatory time off must be used in full shifts, unless otherwise waived by the Employer based upon notice and staffing. Requests for use of compensatory time off may be denied by the Employer if there is no part-time employee available for the shift or if the request would result in the payment of additional overtime.

Section 15.9 Bargaining unit members will be paid at their straight time hourly rate of pay for all time spent in attendance at mandatory in-service and training programs. Time at such meeting and programs will not be counted towards hours worked for purposes of calculating overtime.

Section 15.10 Because dispatchers continually work in a restricted (non-residential) setting which can be viewed by the public, they may be restricted regarding the types of private activity they can participate in during work hours.

ARTICLE 16 – Scheduling

Section 16.1 Management retains the right to schedule bargaining unit members in order to provide quality 9-1-1 dispatching services.

Section 16.2 – Scheduling Procedures Temporary Vacancies (Vacancies that Occur After the Schedule Is Posted)

1. When a bargaining unit member calls off a scheduled shift with less than a four (4) hour notice before an evening shift or less than an eight (8) hour notice before a day and midnight shift and after on-duty employees use the call-out list procedure without finding anyone willing to accept the shift, then all scheduling provisions and calling procedures under this Agreement will not apply. The shift may then be filled with a bargaining unit employee in the most expedient manner to assure coverage of the shift vacated.

2. When a temporary vacancy exists (illness, out of town, etc.), the vacancy will be filled by offering it to the most senior part-time employee, provided that acceptance of this new shift does not result in overtime pay. If overtime would result, the time will be offered to the most senior part-time employee who would not be in overtime. If overtime would result for all part-time employees, the employer will follow the procedures outlined in Article 15 for voluntary and mandatory overtime.

3. In any temporary vacancy situation, the 9-1-1 Director may instruct the in-charge employee to use the call-out procedures to find an employee to fill the vacancy.

Section 16.3 – Exchange of Shifts/Days Off

A. Employees may request in writing on a Time Trade Request form (signed by both employees), to temporarily exchange days off or shift assignments. Temporary exchanges of workdays or shift assignments require the approval of the 9-1-1 Director which shall not be unreasonably denied. The date requested for shift or days off trade shall be mutually agreed upon by the employees involved. All requests for trade must be made in writing two (2) days prior to the date requested; however, this requirement may be waived by the Employer. Such exchanges can be denied if the trade would result in additional overtime.

B. Full-time employees may submit a request to make a permanent shift change, which shall be posted on the bulletin board. Any employee on a different shift desiring to move to the shift that the employee wants to change from may submit a request to the Employer to switch shifts with the requesting employee. If more than one employee submits a request to switch shifts with the requesting employee within fourteen days of the posting, then the most senior employee within the classification shall be permitted to make the switch. After fourteen days, the first employee requesting to make the shift switch shall be permitted to do so.

ARTICLE 17 – Job Postings for Promotions and Filling Vacant Positions

Section 17.1 The employer will determine when a vacancy occurs and when it is to be filled. The employer has no obligation to post management positions.

Section 17.2 A bargaining unit member who wishes to request a change in status from full-time to part-time will notify the employer in writing of the reason for the request and the proposed effective date of the request. The employer will review the request and, taking into consideration staffing levels and available open slots, may grant or reject the request. The employer will not unreasonably deny the requested change of status.

Section 17.3 When the Employer determines that there is a vacancy to be filled in a full-time position, the Employer will send a notice to the Union and post the position for fourteen (14) calendar days in the 9-1-1 center.

A. Whenever a position is posted that has more than one shift, full-time employees in that position may request a shift change to the vacant position. This request shall be filed in writing within five (5) days of the posting. If more than one employee within the classification requests a shift change, then the most senior employee in the classification shall receive the shift change.

   The shift of the awarded position shall be the shift that was vacant unless there is a shift change as set forth in the paragraph above.

B. The vacant position shall be awarded on the following basis:

   1. The necessary qualifications required by the position including certifications.

   2. The ability to perform the essential functions of the position.

   3. If 1 and 2 are equivalent, the position will be awarded on the basis of seniority.

   4. If the vacancy is awarded to the present full-time employee, their position will be posted under Section 34.3 of this Article.

C. The Employer will post the names of the successful bidder within five (5) working days from close of the bidding period.

D. All bids contain the following information:

   1. Title of position.
   2. Normal schedule of hours to be worked.
   3. Rate of pay.
   4. Any special qualifications, certification or license necessary.
   5. Date of posting.
   6. Closing date of posting.

Section 17.4 For any other position which the employer wishes to fill or create, that performs bargaining unit work not addressed in this Agreement, the Union will be notified and the rate of pay, including the terms and conditions of employment as it relates to the duties, will be negotiated with the Union.

Section 17.5 The parties recognize the importance of administering rules to alleviate costs of Worker's Compensation, and therefore agree to abide by all policies currently in force or adopted hereafter concerning issues affecting Worker's Compensation premiums, including, but not limited to ~~drug testing policies~~, requirements of use of sick leave for injured employees, and requirements of temporary or extended temporary placement in other positions funded by the County. The Union recognizes that temporary placement may occur in a position outside those contained in the bargaining unit, and/or may require employees outside the bargaining unit to have temporary placement in a position currently covered by the bargaining unit. In such cases, employees shall be covered by the collective bargaining agreement covering their regular position. The parties agree that any conflict between this section and any other section of the within agreement shall be resolved in favor of this section, with the exception that Article 32 – Drug and Alcohol Testing shall not be modified except by written agreement of the parties.

ARTICLE 18 – Vacation Leave

Section 18.1 – Conditions for Accrual Full-time employees shall accrue vacation leave by pay period at the annual rate set forth in Section 18.2, based upon continuous years of full-time service. A new employee having prior public service as defined in Section 18.6 shall accrue, but not use, vacation until completion of six (6) months of service with Lawrence County.

Section 18.2 – Accrual Schedule for Vacations Each full-time Employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

Years of Service	Accrued Vacation (Hrs Per Year)	Accrual Per Pay
After 1 Year of Service	80 Hours (10 days)	3.08 hours
After 5 Years of Service	120 Hours (15 days)	4.61 hours
After 15 Years of Service	168 Hours (21 days)	6.46 hours
After 25 Years of Service	210 Hours (26 days)	8.07 hours

Section 18.3 – Conditions of Use and Carry-over Vacation shall only be taken after prior authorization of management. Management reserves the right to determine or to limit the number of employees off on vacation at any given time. Employees earn two (2) weeks vacation during their first year of full-time service and may take the earned vacation after one (1) year of full-time employment.

An employee with more than one (1) year of full-time service on December 31 may carry forward into the next calendar year no more than three (3) weeks (120 hours) of accrued vacation.

Section 18.4 – Vacation Scheduling To schedule vacation for the following year, all full-time employees of Lawrence County 9-1-1 may come to or contact the Lawrence County 9-1-1 Supervisor in writing between December 1 and December 15 to schedule vacation that will be earned the following year.

A. All vacation scheduled between December 1 and December 15 will be awarded by Company seniority. (All time with Lawrence County 9-1-1 counts for scheduling vacation).

B. All full-time employees who are bumped from any vacation they request between December 1 and December 15 will be notified so other time can be requested. A second vacation scheduling period, for bumped employees, will be between December 16 and December 31.

C. Any vacation scheduled between December 1 and December 31 cannot be bumped after December 31 by a more senior person scheduling their vacation.

D. All other vacation will be scheduled on a first come, first served basis. However, if the same vacation date is applied for by two or more employees on the same date, classification seniority will control. All vacations must be applied for at least thirty (30) days in advance. Vacations requested with less than thirty (30) days notice may be granted at the discretion of the employer if the shift can be filled without incurring overtime.

Section 18.5 – Unpaid Vacation Leave Paid Out At Separation Employees who are laid off, who resign, or who are separated from County service shall be paid all unused but accrued vacation to which they are entitled at the rate then in effect at the time of separation. In the event of the employee's death, such compensation shall be paid to the employee's surviving spouse, or secondarily, his estate.

Individuals terminating employment prior to completing one (1) year of continuous service are not eligible to receive compensation for accrued vacation hours. An employee who has more than one (1) year of service shall be entitled to receive the base equivalent of his accumulated but unused vacation at the time of termination.

Section 18.6 – Prior Public Service Credit A bargaining unit employee who has prior service with the State of Ohio or any political subdivision thereof is entitled to receive credit for his prior service with such employers for the purpose of computing the amount of his vacation leave with Lawrence County 9-1-1, provided that Lawrence County 9-1-1 receive written verification of such prior service from such prior public employer.

ARTICLE 19 – Sick Leave

Section 19.1 – Sick Leave Accrual All employees shall accrue sick leave at the rate of .0575 per hour for each hour worked and while on approved paid leave. Sick leave may accumulate to a maximum of 1000 hours.

Section 19.2 Sick leave may be utilized for the following reasons:

A. Illness or injury of the employee, or immediate family living in the employee's home. (For the purposes of sick leave under this Article, immediate family is defined as spouse, parent or parent-in-law, brother, sister, child, grand-child, foster child or someone for whom the employee is the designated legal guardian or other individual over whom the employee is acting in loco parentis) Routine examinations do not qualify for sick leave.

B. If members of an employee's household have a contagious disease requiring quarantine and the employee falls under the quarantine because of exposure to the disease.

Section 19.3 – Payment or Unused Sick Leave Upon Retirement After at least (10) full years of public service an Employee who qualifies for retirement under an Ohio public retirement system and actually retires from County service, shall be entitled to receive payment for accumulated unused sick leave. The rate of pay for such accumulated sick leave shall be at the employee's straight time hourly rate of pay at separation multiplied by one-quarter (1/4) of the total number of accumulated sick leave hours, to a maximum of thirty (30) days.

Section 19.4 – Payment for Sick Leave Beyond the 1000 Hour Limit An employee that has accumulated the 1000 hour limit will be compensated yearly for any unused sick leave hours remaining over the 1000 hour limit at the employee's straight time hourly rate of pay at the end of the year multiplied by one-half (1/2) of the total number of unused sick leave hours in excess of 1000.

Section 19.5 – Sick Leave Transfer From Prior Public Employer Any newly-hired employee who has accrued sick leave with the State of Ohio or any political subdivision of the State of Ohio shall be entitled to have up to 200 hours of the accrued sick leave transferred to the County of Lawrence.

Section 19.6 – Notification Employees must notify the 9-1-1 Director or his designee as far in advance as possible but not later than two (2) hours prior to the employee's shift. Otherwise, the absence shall result in leave without pay. However, if the employee is injured enroute to the work site (automobile accident, etc.), then the two (2) hour requirement is waived. The employee must, while giving notification, advise the 9-1-1 Director or his designee of the reasons for the absence and the probable date of return to work.

A physician's verification of illness or injury may be required for an absence of three (3) or more consecutive scheduled workdays.

When requesting and/or taking less than one full sick day (in minimal increments of one (1) hour) the employee must notify his or her immediate supervisor of his or her arrival and/or departure times so that this time off accurately can be deducted from the employee's remaining sick time.

Section 19.7 – Abuse of Sick Leave Falsification of a physician's statement, patterns of absences on weekends/holidays/before and after scheduled days off etc., falsification of sick leave reasons, or failure to comply with the provisions of this Article may result in disciplinary action. The employer, at its discretion, may establish an attendance policy, subject only to negotiation of the effects of such policy.

Section 19.8 – Bereavement Leave

A. In the of the death of an immediate family members of a full-time bargaining unit member, a full-time employee shall be granted paid sick leave, compensatory time or personal time up to three (3) consecutive scheduled work days. One day must include the day of the funeral/burial. Employees requiring additional time off due to travel in excess of 200 miles for Lawrence County to attend the service, or for making funeral or estate arrangements, may elect to use accrued vacation time, personal leave, comp-time or leave without pay.

   Part-time employees regularly scheduled to work a shift will be permitted to have that shift off with pay to attend the funeral of a member of their immediate family.

B. The immediate family for purposes of bereavement leave shall include: Spouse, son, daughter, brother, sister, parent, legal guardian, person who stands in place of a parent, grandparent, grandchild, step-father, step-mother, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, and any relative who is a member of the employee's immediate household.

ARTICLE 20 – Holidays

Section 20.1 All full-time bargaining unit members hall be eligible for the following holidays:

New Years Day (January 1)
Martin Luther King Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving Day
Christmas Day (December 25)

Section 20.2 The Employer shall have the right to require any employee to work on any holiday provided a part-time employee will not be required, if it interferes with another job. All full-time Bargaining Unit Members shall receive eight (8) hours premium holiday pay for each of the holidays listed in Section 20.1, if they have met the eligibility requirements in Section 20.5. Full-time bargaining unit members who work on one of the eleven (11) holidays have the option of being paid time and one-half of his/her regular rate of pay or taking compensatory time for the work performed on the holiday.

Section 20.3 If a holiday falls during an employee's vacation, the employee will be given an additional day of vacation to be taken within the calendar year, or ninety (90) calendar days, whichever is longer.

Section 20.4 Regularly scheduled part-time employees who are scheduled and work at least six (6) hours and whose shift falls on a holiday shall receive eight (8) hours of holiday premium pay. Part-time employees scheduled less than six (6) hours on a holiday shall receive holiday premium pay only for the number of hours scheduled on the holidays in Section 1. Regularly scheduled part-time employees who work on one of the eleven (11) holidays listed in Section 20.1 will be paid time and one-half of his/her regular rate of pay for the actual hours worked on the holiday.

Section 20.5 Employees must be in approved pay status the scheduled day before and the scheduled day after a holiday or they forfeit their holiday pay or right to holiday premium.

Section 20.6 When the Employer determines that shifts are twelve (12) hours in length, all full-time employees shall receive twelve (12) hours premium Holiday pay for each of the shifts listed in Section 15.4 of the collective bargaining agreement. If the Employer has reason to alter shift lengths (i.e. return to eight-hour shifts), full-time bargaining unit employees shall receive eight (8) hours of premium Holiday pay for each of the shifts listed in Section 15.4.

Part-time bargaining unit members shall be governed by the terms of Section 15.4.

ARTICLE 21 – Personal Leave

Section 21.1 Effective January 1 of each year; each full-time employee with one year of seniority shall receive forty eight (48) hours of personal leave. Such leave may be taken in four or eight (4 or 8) hour increments. One-half of the unused personal leave shall be paid at the end of the year.

ARTICLE 22 – Military Leave

Section 22.1 Each employee who is a member of the Ohio organized militia, or a member of the other reserve components of the armed forces of the United States, including the Ohio National Guard, shall be granted a military leave or absence provided by the applicable state and federal statutes. The employee must provide evidence of military service.

ARTICLE 23 – Court Leave and Jury Duty

Section 23.1 Court Leave or Jury Duty

A. Court leave or jury duty will be granted to full-time employees during normal working hours without loss of pay when a bargaining unit member is subpoenaed for any court or jury duty by the Federal Court or the State of Ohio, West Virginia, Kentucky or a political subdivision thereof. Court leave or jury duty leave without loss of pay will be granted to part-time employees for any regularly scheduled hours.

B. All fees received from the court, up to the amount paid to the employee by the Employer, however, shall be deposited with the Lawrence County 9-1-1 Director and turned over to the County Treasurer. Employees will be paid when turning in proper documentation showing service.

C. Bargaining unit members are to notify their supervisor as soon as practical of jury duty in order for arrangements to be made.

D. If a full-time bargaining unit member can work his/her regular shift without conflict with his jury service time, he/she will do so, but will not be required to work and serve jury duty/court leave over 16 consecutive hours.

E. Bargaining unit members shall not be compensated under this section when a bargaining unit member has a personal interest in the court action.

Section 23.2 Any court appearance by subpoena related to 9-1-1- business shall be considered hours of work for the actual time required at court. The Employer has the right to adjust the employee's work time for that pay period to avoid overtime.

ARTICLE 24 – Family and Medical Leave

Section 24.1 – Family And Medical Leave

A. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:

1. To care for a newborn son or daughter;

2. For a placement of a son or daughter with the bargaining unit member for adoption or foster care;

3. To care for a seriously ill spouse, child or parent; or

4. Because of their own serious health condition.

Entitlement to childcare shall end upon the child reaching age one (1) or twelve months after the date of adoption or foster placement.

B. Bargaining unit members must give the Employer at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations.

C. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination).

D. Medical certification shall be required to substantiate leave for the reasons stated above with the Employer having the option of requiring second and third opinions. Medical Certification shall include the following:

1. The date the condition began.

2. The probable duration of the condition.

3. Appropriate medical facts regarding the condition and the necessity for leave, and

4. A statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

E. Bargaining Unit members may be entitled to use family and medical leave on an intermittent or reduced leave scheduled basis upon mutual agreement between the employer and employee provided all requirements have been satisfied.

1. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Employer may temporarily transfer the bargaining unit member to an alternate position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave the bargaining unit member shall be restored to his/her former position or an equivalent position.

F. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Employer paying the Employer's share of the health insurance premium. The employee must make arrangements to continue his/her portion of the health insurance premium. The Employer may recover premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence, or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

Section 24.2 For the purposes of this Article, the following definitions apply:

A. "Serious Health Condition" – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

B. "Reduced Leave Schedule" – a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

ARTICLE 25 – Unpaid Leave of Absence

Section 25.1 Any full or part-time employee who has been in that position for more than two (2) years may apply for a leave of absence for a period of time up to six (6) months. Such application may be approved or denied at the sole discretion of the employer based on its operational needs but shall not be unreasonably denied. An employee who is on a leave of absence will be responsible for attending and completing training necessary to maintain his/her certification. Call backs of full-time employees will occur when there is an opening in a position in the classification from which the employee took leave.

ARTICLE 26 – Medical Examination

Section 26.1 – Examination General Examinations of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees by the Employer or his designee.

The Employer may require an employee to take an examination, conducted by a physician selected by the Employer, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not capable, the employee may request available sick leave, vacation, or disability leave. The cost of such examination shall be paid by the Employer.

Section 26.2 – Examination Appeals If the employee disagrees with the physician's findings, he may choose to be examined by a physician of his own choice at his own expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

ARTICLE 27 – Wages

Section 27.1

Effective January 1, 2012 employees shall receive a wage rate as follows:

Full-Time and Part-time Dispatchers: $11.89 per hour

Effective January 1, 2013 employees shall receive a wage rate as follows:

Full-Time and Part-time Dispatchers $12.09 per hour

Effective January 1, 2014 employees shall receive a wage rate as follows:

Full-Time and Part-time Dispatchers $12.34 per hour

Section 27.2 – Shift Differential Employees working between the hours of 4:00pm – 12:00am shall receive an additional fifteen ($0.15) cents per hour and employees working between the hours of 12:00am – 8:00am shall receive an additional twenty five ($0.25) cents per hour.

Section 27.3 – Longevity Allowance Beginning the first day of the pay period within which the employee completes five (5) years of total full-time service with Lawrence County 9-1-1, each full-time bargaining unit member shall receive an automatic salary adjustment equivalent to two and one-half percent (2½ %) of the classification salary rate to the nearest whole cent. Each employee shall receive thereafter an annual adjustment equivalent to one-half of one percent (1/2%) of his classification rate, to the nearest whole cent for each additional year of qualified employment.

ARTICLE 28 – Health Insurance

Section 28.1 Effective December 29, 2002 full-time employees will be enrolled in the Central States, Southeast and Southwest Areas, Health and Welfare Fund (Central States Fund) for the purpose of having health insurance benefits. The employees will be enrolled in the MM200 Plan excluding Retiree Health Plan Benefits.

Section 28.2 Effective January 1, 2012, the Employer shall contribute $212.00 per week for each employee to Central States, Southeast and Southwest Areas Health and Welfare Fund. The Employee shall pay the balance of the cost of the insurance, being payable by payroll deduction. The reimbursement shall be by payroll deduction on a weekly basis. The employee shall remit an additional $10.00 per week to the County by payroll deduction.

Effective January 1, 2013, the Employer's contribution shall not exceed $228.10 per week for each employee to Central States, Southeast and Southwest Areas Health and Welfare Fund. The employee shall pay the balance of the cost of the insurance, being payable by payroll deduction. The reimbursement shall be by payroll deduction on a weekly basis. The employee shall remit an additional $10.00 per week to the County by payroll deduction.

Effective January 1, 2014, the Employer's contribution shall not exceed $249.40 per week for each employee to Central States, Southeast and Southwest Areas Health and Welfare Fund. The employee shall pay the balance of the cost of the insurance, being payable to payroll deduction. The reimbursement shall be by payroll deduction on a weekly basis. The employee shall remit an additional $10.00 per week to the County by payroll deduction.

The Employer shall make the full Health and Welfare contribution for each week in which the employee receives compensation from the Employer.

The Employer shall make the weekly contribution for each employee covered by this agreement who has been on the payroll thirty (30) or more days.

Section 28.3 The Union will be responsible for enrolling the employees in Central States and the Employer will cooperate with the enrollment and change in insurance.

The Employer has no liability or responsibility as to the benefits, changes in the plan, payment of claims or administration of the plan.

Section 28.4 Should Central States not be available at any time during this contract, then the employees will be eligible to enroll in the County's Health Insurance plan according to the terms and conditions of the plan at the time, subject to any enrollment requirements, at the contribution rate established by the Plan. In such case, the employee will pay the same percentage of cost of the insurance as paid by other general fund employees.

Should there by any increases in premiums during the term of the contract, then the Employer or the Union would have the right to re-open the Health Insurance Article, within thirty (30) days of notice of any such increase.

Should Central States Insurance cease providing insurance for the employees for any reason not caused by the employees, then the Health Insurance Article would become subject to negotiation at that time.

ARTICLE 29 – Training and Tuition Reimbursement

Section 29.1 – Training In recognition of the value of continuing education and professional development of employees, the employer shall provide the necessary training and coursework which the employer requires at the employer's expense.

The expense for employees who are required by the Employer to attend training schools, seminars, or other instructional or educational programs, including examination to increase their knowledge and further their competency shall be paid by the Employer.

If the Employer makes the required training seminar or program available to the employee and the employee does not attend, then any expense incurred by the employee in obtaining such requirements elsewhere will be at the employee's own expense.

ARTICLE 30 – Certifications

Section 30.1 All employees hired as Dispatchers by the Employer must possess a valid Ohio Emergency Medical Technician-Basic (EMT-B) certificate (or higher certification).

Section 30.2 If the APCO Basic Telecommunicator Certification (or some similar certification) becomes a requirement of the State of Ohio for 9-1-1 Dispatchers, then such certification shall become a condition of employment. Until such certification is required by the State of Ohio, the Employer may require such training as provided by the Employer.

Section 30.3 It is the responsibility of the Employee to maintain required certifications as a condition of employment. In the event that the Employee allows his required certifications to expire, he will not be scheduled to work as Dispatcher.

Section 30.4 Employees who receive functioning extensions to EMT certification cards from the State of Ohio Department of Public Safety will be permitted to work until the expiration of the functioning extension. Employees who receive non-functioning extensions from the State of Ohio Department of Public Safety will not be separated from employment during the period of the non-functioning extension, but shall not be called or scheduled for work until a valid EMT certification card is received by the Employer.

Section 30.5 Employees who fail to maintain EMT certification, or who fail to re-certify within 180 days after the expiration of a certification card after having been granted a functioning or non-functioning extension, will be discharged from employment with the Employer.

Upon APCO certification being required by the State of Ohio the employee who fails to maintain the APCO certification or fails to re-certify following any permitted extension set forth in the state requirements, will be discharged from employment with the Employer.

Section 30.6 Employees are responsible for providing to the Employer a copy of current certification cards within thirty (30) days of receipt of the card from the State of Ohio.

Employees who have requested from the State of Ohio a functioning or non-functioning extension must submit a copy of the letter from the State of Ohio granting such extension by the expiration date shown on their EMT certification card.

Employees who fail to provide copies of certification cards or letters of extension shall not be scheduled to work and may be discharged unless copies are provided prior to the pre-disciplinary conference.

ARTICLE 31 – Other Employment

Section 31.1 Lawrence County 9-1-1 employees are expected to be at work and perform their job as assigned. Any outside employment that adversely affects their ability to perform their job, or causes them to be tardy or absent is unacceptable and may result in progressive disciplinary actions depending upon the frequency of occurrences.

Section 31.2 To the extent that other employment does not affect an employee's ability to perform his/her job or cause the employee to be absent or tardy, the Employer agrees not to restrict or prohibit full-time bargaining unit members from engaging in other employment.

ARTICLE 32 – Drug and Alcohol Testing

Section 32.1 The public and the employees have the absolute right to expect persons employed by Lawrence County 9-1-1 to be free from the effects of drugs and alcohol and that Lawrence County 9-1-1 employees shall report for work fit and able for duty. The purposes of this article shall be to guarantee these principles while not violating the constitutional rights of the employees.

Section 32.2 Employees shall be prohibited from:

A. Consumption of alcohol at any time during or just prior to the beginning of the work day or anywhere on any Lawrence County 9-1-1 premises or job sites, including Lawrence County 9-1-1 buildings, properties, vehicles, and an employee's personal vehicle while engaged in Lawrence County 9-1-1 business.

B. Possession of alcohol at any time during the workday or anywhere on any Lawrence County 9-1-1 premises or job sites, including Lawrence County 9-1-1 Buildings, properties or vehicles. (Does not apply to legally possessed alcohol in private vehicles parked on premises).

C. Possessing, using, selling, purchasing, or delivering any illegal drugs except as may be necessary in the performance of duty.

D. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which adversely affects the employee's job performance, which the employee may be taking.

Section 32.3 When the employer has reasonable suspicion that an employee's performance is being affected by the use of alcohol, abuse of prescribed drugs, or the use of illegal drugs, the employer shall have the right at its expense to require the employee to submit to alcohol and drug testing as set forth in this Agreement. The Employer may require a drug and alcohol test when there is an accident involving bodily injury requiring medical treatment or property damage greater than $1,000.00.

Section 32.4 Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the Lawrence County 9-1-1 shall provide the employee with a written notice setting forth the facts and INFERENCES which form the basis of the order to test. Refusal to submit to such test may subject the employees to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or right that he/she possesses.

Section 32.5 Any employee who is tested may be placed on leave with for all or part of their scheduled hours from the time of the test to the deliverance of results. Any such leave shall be with pay. Results will be simultaneously sent to the employee and the employer. Arrangements will be made at the time of the testing.

Section 32.6 Any employee tested under the terms of this Article shall have the right to file a grievance concerning any testing, the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Article. Such grievance shall be commenced at Step 1 of the grievance procedure. If disciplinary action is taken against an employee based in part upon the results of a test, the employee shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which are obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceedings.

Section 32.7 Lawrence County 9-1-1 management will provide transportation to the licensed medical facility to obtain bodily fluid or material samples.

In conducting the testing authorized by this Agreement, Lawrence County 9-1-1 shall:

A. Use only a clinical laboratory or hospital facility, which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and qualified laboratories will conduct the required testing of samples.

B. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

C. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.

D. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

E. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.

F. Provide the employee tested with an opportunity to have the additional sample tested by a separate clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense provided the employee notifies Lawrence County 9-1-1 within seventy-two (72) hours of receiving the results of the test.

G. Requires that the laboratory or hospital facility report to Lawrence County 9-1-1 that a blood or urine sample is positive only if both initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by Lawrence County 9-1-1 inconsistent with the understanding expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), Lawrence County 9-1-1 will not use such information in any manner or form adverse to the employee's interests.

H. Require that with regard to alcohol testing, of the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .050 or more based upon the gram of alcohol per 100 millimeters of blood shall be considered positive (Note: the foregoing standard shall not preclude Lawrence County 9-1-1 from attempting to show that the results between .01 and .05 demonstrate that the employee was under the influence, but Lawrence County 9-1-1 shall bear the burden of proof in such cases).

I. Provide each employee tested with a copy of all information and reports received by Lawrence County 9-1-1 in connection with the testing and the results.

J. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty while the test results are pending.

Section 32.8 If disciplinary action is taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievance shall be commenced at Step 1 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning the test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceedings involving the employee.

If there is also a grievance filed under Section 14.1, then the grievances will be combined as one grievance.

Section 32.9 Lawrence County 9-1-1 shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem, other than Lawrence County 9-1-1 may require reassignment of the employee with pay if he is unfit for duty in his current assignment if an assignment is available. The foregoing in conditioned upon:

A. The employee agreeing to appropriate treatment as determined by the physician(s) involved.

B. The employee discontinues his use of illegal drugs or abuse of alcohol.

C. The employee completes the course of treatment prescribed by a physician and enrolls in and successfully participates in an "after-care" group for a period of not less than twelve (12) months.

D. The employee agrees to submit to random testing during the hours of work during the period of "after-care."

Employees who do not agree to comply with these conditions and employees who fail to successfully complete these conditions shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the County to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of his position or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 32.10 The Employer reserves the right to establish a random drug testing program, subject only to negotiation of the procedures to be used for such testing and the affects of the implementation of the random drug testing program.

ARTICLE 33 – Contract Construction

Section 33.1 – Purpose for Negotiations The Union and the Employer agree that negotiations for this Agreement had, as its purpose, the definition of wages, hours, terms, and working conditions for bargaining unit employees, which will facilitate the peaceful and equitable adjustment of differences which may arise and will insure the right of due process to every employee.

Section 33.2 – Conformity to Law and Amendment Should any provision of this Agreement be found by operation of law or by a court of competent jurisdiction to be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) calendar days after receipt of such request.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and the County.

LETTER OF UNDERSTANDING

All bargaining unit members shall receive a $500.00 signing bonus upon the ratification of the contract between LAWRENCE COUNTY 911 DISPATCH CENTER AGENCY and GENERAL TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 92.

FOR THE UNION

Jonathan R. Bowman, Vice President

Gregory Van Dress, Secretary Treasurer

JANUARY 10, 2012
Date

FOR THE EMPLOYER

1/18/12
Date

Section 33.3 – Application of Civil Service Law Except as expressly otherwise provided in or modified by this Agreement, or specifically excepted from the scope of collective bargaining by Revised Code Chapter 4117, the Lawrence County 911 Employee Handbook, and civil service laws contained in Revised Code Chapter 124, sections 124.01 through 124.56 shall apply to bargaining unit employees. However, it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to any issue, topics or express matters addressed in this Agreement or to employees in the bargaining unit. That is, where a topic or issue is addressed in this Agreement, it will be understood that the language of the Agreement will prevail over any conflicting statutory language or the Lawrence County 911 Employee Handbook.

Section 33.4 – Grammar Words, whether in the masculine or feminine, shall be construed to include both genders. By the use of the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

ARTICLE 34 – Severability

Section 34.1 If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be invalid and unenforceable, the Employer and the Union shall meet to negotiate a clause to replace the clause adjudged to be so invalid and unenforceable. The remainder of the Agreement, except such clause, shall not be impaired or affected.

ARTICLE 35 – Duration

This Agreement shall be effective as of the 1st day of January, 2012, and shall terminate the 31st day of December, 2014. If either the Employer or the Union desires to terminate, modify or negotiate a successor agreement, it shall serve written notice upon the other party of the proposed termination, modification or desire to negotiate a successor agreement, said notice shall be served not less than sixty (60) days prior to the expiration date of this Agreement. In the event notification is not given by either party, this Agreement shall remain in full force and effect from year to year.

FOR THE UNION	FOR THE EMPLOYER
Jonathan R. Bowman, Vice President	
Gregory Van Dress, Secretary Treasurer	
JANUARY 10, 2012	1-20-12
Date	Date