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# **AGREEMENT**

**BETWEEN**

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

**AND**



**THE BROWN COUNTY COMMISSIONERS  
BROWN COUNTY COMMUNICATIONS**

**January 1, 2012 - December 31, 2014**

**DISPATCHERS**

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**ARTICLE I  
GENERAL PROVISIONS**

A. Purpose

This Agreement entered into by the Brown County Commissioners/Communications Center hereinafter referred to as the "County", "Brown County Commissioners", "Management" or the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "O.L.C.", or as the "FOP/OLC", or as the "FOP", or as the "Union", has as its purpose the following:

To promote cooperation, and orderly, constructive and harmonious relation between the County, its Employees and the O.L.C.; to comply with the requirements of Chapter 4117 of the Ohio Revised Code in effect at the time of this agreement except as otherwise provided herein; and to set forth the full and complete understanding and agreement between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein; and

To establish a procedure for the peaceful resolution of grievances.

The parties recognize that the essential public service herein involved, the interest of the community and the job security of the employees depend on the Employer's success in establishing and maintaining a proper service to the community.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of those rights and opportunities are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the parties.

B. Definitions

For the purpose of this Agreement, the following definitions shall apply:

"Day": A calendar day.

- "Day, working": A day where the employee performs or is scheduled to perform work
- "Employee": A member of the bargaining unit covered by this agreement.
- "Master Contract": This agreement.
- "Parties": The County and the O.L.C.

**ARTICLE 2  
RECOGNITION**

- A. The Fraternal Order of Police, Ohio Labor Council, Inc. is recognized as the sole and exclusive bargaining representative for the purpose of collective bargaining on all matters pertaining to wages, hours, terms, and other conditions of employment for employees in the bargaining unit. The bargaining unit for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on March 28, 2002 (Case Number 01-REP-10-0253). This Agreement includes all full time employees in the classification of Emergency 911 Dispatchers employed by Brown County Commissioners. The County will not recognize any other Union, organization, or person as the representative for any of the bargaining unit members. The County shall notify the O.L.C. of any changes in the classification plan, which directly affects the classifications included in this unit, sixty (60) days prior to the effective date of change or as soon as the changes become known to the employer, whichever occurs first.
1. Full-time is defined as employees who are in pay status of forty (40) hours per week exclusive of any overtime.
  2. Excluded are all Supervisors and all others defined by Ohio Revised Code 4117.
- B. New Positions

In the event of a dispute between the parties as to future inclusions or exclusions from the bargaining unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the State Employment Relations Board for resolution of the dispute.

**ARTICLE 3  
DUES DEDUCTION AND FAIR SHARE FEE**

- A. The Employer and the Labor Council recognize the right of employees to form, join, and participate in activities of employee organizations and the right of employees to refuse to form, join, and participate in such activities. When a

refusal is registered by an employee, the Labor Council shall not coerce an employee to join or participate in the activities of the organization.

- B. The Employer agrees to deduct regularly, dues for eligible members in the amount determined by the Union after proper written notification to the Employer. The total deducted amount shall be transmitted to the Labor Council as soon after the first working day of the month as is possible. If any unforeseen delay occurs, the Labor Council will be notified immediately.
- C. Deducted dues shall be transmitted to the Treasurer of the Labor Council at the following address:  
  
Fraternal Order of Police  
Ohio Labor Council, Inc.  
222 East Town Street  
Columbus, Ohio 43215
- D. The Labor Council agrees to indemnify and save harmless Brown County and their agents against any and all claims that may arise out of or by reason of action taken by the Employer in reliance upon any authorization cards submitted by the Labor Council to the County, or in reliance on any list, notice or assignment under such provision.
- E. The Employer shall be relieved from making such individual check-off deductions upon:
  - 1. termination of employment;
  - 2. transfer or promotion to a job other than one covered by the bargaining unit;
  - 3. layoff from work;
  - 4. an agreed leave of absence; or
  - 5. revocation of the check-off authorization in accordance with its terms and with applicable law.
- F. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- G. It is specifically agreed that neither the bargaining unit members nor the Labor Council shall have claims against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty

(60) days after the date such an error was made. It will be corrected at the next pay period that Labor Council dues would be normally deducted by deducting the proper amount.

H. All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to pay Union dues. Employees are not required to join the Union as a condition of employment; however, after ninety (90) days of employment, all employees who are not members of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall cover the employee's pro-rated share of:

1. The direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances arising under this Agreement; and
2. The Union expenses incurred for activities normally and reasonably employed to effectuate its duties as Exclusive Representative of the employees in the Bargaining Unit covered by this Agreement.

Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union who are in the Bargaining Unit. The fair share fee shall be certified by mail to the Director.

I. The Union shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law, provided a nonmember makes a timely demand on the Union. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological cases not germane to the work of the Union in the realm of collective bargaining. Absent arbitrary and capricious action, such determination is conclusive of the parties except that a challenge to such determination may be filed with the State Employment Relations Board (SERB) within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination, and SERB shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the employer from the payroll check of the Bargaining Unit member and its payment to the Union is automatic and does not require written authorization of the Bargaining Unit member.

J. Any Bargaining Unit member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the

provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as condition of employment. Upon submission of proper proof of religious conviction to SERB, it shall declare the employee exempt from becoming a member of or financially supporting the Union. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (C)(3) of the Internal Revenue Code mutually agreed upon by the Bargaining Unit member and the representative of the Union.

- K. The Union agrees to hold the employer harmless against any and all claims, which may arise in the County's implementation of the fair share provisions of this Article.

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

- A. The Employer's exclusive rights include, but are not limited to the following, except as expressly limited by the terms as set forth in this Agreement:
1. To determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standards of service, overall budget, use of technology, and organizational structure;
  2. To direct, supervise, evaluate, or hire employees;
  3. To maintain and improve efficiency and effectiveness of operations;
  4. To determine the overall methods, processes, means, or personnel by which operations are to be conducted;
  5. To suspend, discipline, demote, or discharge, for just cause; to lay off, transfer, assign, schedule, promote, recall, or retain employees;
  6. To determine the adequacy of the workforce;
  7. To determine the overall mission of the Department;
  8. To effectively manage the workforce;
  9. To take actions to carry out the mission of the Department as a governmental unit;
  10. To control and regulate use of machinery, facilities and equipment; and
  11. Promulgate reasonable rules and regulations.

- B. The Employer's failure to exercise any right, prerogative, or function hereby reserved 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  
NON-DISCRIMINATION**

- A. Both the Employer and the Union recognize their respective responsibilities under the Federal and State Civil Rights Laws, or fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the County and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age, disability, Veteran or handicap.
- B. Both the County and the Union further agree there shall be no discrimination, interference, restraint, coercion, or reprisal against any bargaining unit employee because of political affiliation, or affiliation with or non-affiliation with the O.L.C.
- C. The County agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the county of any of their representatives against any bargaining unit member because of Union membership or because of any legal activity in an official capacity on behalf of the Union.
- D. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- E. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.
- F. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural and words in the plural, the singular. Words whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 6  
BARGAINING UNIT**

A. Bargaining Unit Associate

One Bargaining Unit Associate or in his/her absence, Alternate, will be permitted sufficient time off up to three (3) work days per year, to attend to O.L.C. matters. Vacation, compensatory time, trading work shift(s) with other bargaining unit members, or time off without pay may be used to attend O.L.C. matters. During such service in this position, the Associate shall continue his/her entitlement to all benefits set forth in this agreement as though he/she were at all times performing his/her job-related duties.

The Associate or in his/her absence, Alternate, will be permitted sufficient time off, up to three (3) work days per year, to perform duties or attend conferences. Vacation, compensatory time, trading work shift(s) with other bargaining unit members, or time off without pay may be used to perform these duties or attend conferences.

For collective bargaining negotiation purposes only, the bargaining committee (no more than three (3) members) will participate in contract negotiations. Employees may participate in contract negotiations while "on duty", vacation, compensatory time, trading shift(s) with other bargaining unit members or time off without pay, if their attendance does not create overtime.

- B. No employee shall be recognized by the Employer as an Associate until the F.O.P. has presented the Employer with written certification of that person's selection.
- C. The F.O.P. or any F.O.P. member shall not conduct union meetings or other union activities whatsoever in any work area(s) without first notifying the Director of the nature of the F.O.P. activity.
- D. The investigation and writing of grievances shall be done on non-duty time. If grievance meetings are scheduled by the Director during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Employees will not be paid for attendance at grievance meetings outside their regularly scheduled working hours.

**ARTICLE 7  
SENIORITY**

- A. Seniority shall be a bargaining unit member's length of continuous service with the Commissioners/Communications Center. All time worked with the Department will count as bargaining unit seniority. Only time worked as a bargaining unit member will count toward future accumulation.

- B. A bargaining unit member shall have no seniority for his/her probationary period, but upon successful completion of the probationary period, seniority will be retroactive to the original date of hire.

Seniority shall be broken only when a bargaining unit member:

1. resigns;
  2. is discharged for just cause;
  3. is laid off for longer than the bargaining unit member's accrued time or three (3) years (thirty-six (36) months; or
  4. is disabled in unpaid status for more than three (3) years.
- C. The Employer shall provide the Union with one (1) copy of the seniority list within thirty (30) days after the signing of this Agreement. The seniority list shall contain the name, date of hire, job classification, unit of work and date of classification entry of all bargaining unit members. Thereafter, the Employer shall provide the Union one (1) copy of the seniority list every six (6) months.
- D. A bargaining unit member's service with other political subdivisions shall count as service when determining vacation eligibility for weeks of vacation.
- E. Bargaining Unit Seniority may be used to determine shift preference including days off rotation while on twelve (12) hour shifts for bidding as delineated in Article 15-C; however, the Director of the Brown County Communications Center has the right to assign individuals to shifts, to adequately staff the shifts with an appropriate mix of senior and new employees, to provide training for new employees, to provide refresher training for current employees, and to meet the daily demands of the Communications Center for providing service to the Public.

## **ARTICLE 8 NO STRIKE/NO LOCKOUT**

- A. The County agrees that so long as this Agreement is in effect here shall be no lockouts for any reason.
- B. The Union agrees that there shall be no strikes, including sympathy strikes, sit-downs, stoppages of work, secondary boycotts, mass sick days, picketing, patrolling or any similar interference with the operations of the County or any other unlawful acts that interfere with the County's operations. In the event there is a breach of this Article, the County need not resort to the grievance provisions of this Agreement, nor the County may not be required to negotiate on or participate in the grievance procedures regarding the merits of the dispute, which gave, rise to such activity until it has ceased.

- C. In the event of the occurrence of any activities prohibited in paragraph B above, the Union shall immediately, upon receipt of notice of such action any of its officers or upon notice communicated to the officers of the Union, instruct the involved bargaining unit employees in writing, directed to their respective home addresses with a copy to the County that their conduct is in violation of the Agreement, and that they are subject to automatic discharge and that the Union instructs all such employees to return to regular work at once. In addition to this, the Union shall attempt to personally contact as many of the involved bargaining unit employees in as quick as 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.
- D. The County shall have the right to discipline up to an including discharge any employee who violates paragraph B of this Article. Any disciplinary action made out or imposed by the County 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 paragraph B of this Article. A grievance against disciplinary action taken by the County under this Article must be filed in writing with the County in accordance with the timelines in the Grievance Procedure article after such discipline is imposed.

**ARTICLE 9  
PROBATIONARY PERIOD**

- A. Every newly hired employee of the Brown County Commissioner/Communications Center office will be required to successfully complete a probationary period of one year or three hundred sixty-five (365) days in paid status. All bargaining unit members hired prior to the effective date of this Agreement will complete the probationary period in place of the time of hire.
- B. A Bargaining Unit member who is promoted will be required to successfully complete a one hundred (100) day in paid status probationary period in his/her new position.
- C. A newly hired employee who is terminated during his/her probationary period will have no access to the grievance as contained in this Agreement to protect his/her removal.
- D. A newly hired employee is eligible to join the Union sixty (60) days after being hired.
- E. A probationary employee shall have no seniority rights during his/her probationary period but at the successful completion of his/her probationary period seniority shall be retroactive to his/her first day of work.

- F. Any probationary bargaining unit member who is off work due to illness or injury shall have their probationary period extended by the amount of time off work. Any time on a leave of absence without pay shall not be counted as part of the probationary period which shall cause the extension of the probationary period by an equal number of days.

**ARTICLE 10  
LAYOFF AND RECALL**

In the event of a reduction of the work force, for those reasons enumerated in ORC 124.321, by reasons of lack of funds or lack of work it becomes necessary to reduce the workforce, the following procedure shall govern such layoff and/or subsequent reinstatement:

- A. Notice of Reduction. The employer will notify the Union and all affected bargaining unit employees at least fourteen (14) calendar days in advance of its intent to reduce the work force, and will, at the time of notice, provide the Union with a current, updated seniority list.
- B. Reduction. Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:
  - 1. All of the Employer's seasonal, casual, intermittent, temporary, new hire probationary, and part-time employees shall, in that order, be terminated or laid off as the case may be.
  - 2. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of seniority of the remaining employees in the classification of layoff.
- C. Bumping Rights. An employee with bargaining unit seniority who is displaced from his classification by a reduction in the work force may exercise his bargaining unit seniority to bump an employee with less bargaining unit seniority for any position which the bumping employee is qualified to perform the work.

Any employee displaced from his classification under procedures set forth in this Article may elect to take a direct lay off rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall exercise bumping rights within fourteen (14) calendar days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights.

- D. Recall Rights. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which (1) thereafter occur in their classification in the order of their seniority (most senior recalled first)

or (2) thereafter occur in other similarly or lower rated classifications within the Employer's bargaining unit work force for which the recalled employee is qualified to perform the work, in order of their bargaining unit seniority (most senior recalled first).

Such vacancies in the classification or other lower or similarly rated classifications shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all employees have exhausted their recall rights. Employees shall retain recall rights for a period of three (3) years from their effective date of displacement.

- E. Retention. Employees who exercise bumping rights shall be paid in accordance with the contractual rate of pay for the position for which they bumped.
- F. Recall Notice. Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within fourteen (14) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall.
- G. Reduction Severance Pay. Employees displaced by a work force reduction shall be entitled, on their last day of employment, to all wages and other severance pay provided by this Agreement, which are due to such employees, through the County's normal payroll process.

## **ARTICLE 11 DISCIPLINE**

### A. Discipline

The Employer may take disciplinary action against any Employee only for just cause. Disciplinary action may be taken for the violation of Department Rules and Regulations, the Ohio Revised Code or Administrative Code. The Employer may take disciplinary action for actions which occurs while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates their code of ethics. The principals of progressive discipline shall apply, however, the corrective action may be adjusted to correspond to the offense committed. Forms of discipline and their general progression are:

1. Oral warning reduced to writing
2. Written reprimand
3. Working suspension with pay
4. Suspension without pay of up to five (5) days
5. Suspension without pay of more than five (5) days
6. Reduction of vacation days, etc.

## 7. Termination

- a. Verbal and written reprimands will be removed from employees personnel files eighteen (18) months after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.
- b. Suspensions will be removed from an employee's personnel file thirty-six (36) months for suspensions of fifteen (15) days or less, while suspensions of more than fifteen (15) days will be removed after forty-eight (48) months following the date of the suspension providing there is not intervening written notice of disciplinary action during the forty-eight (48) month period.

## B. Pre-Disciplinary Process

If the Employer determines that an employee may be disciplined for conduct which may result in termination, demotion or a loss of pay, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct as set forth below.

Not less than forty-eight (48) hours prior to the scheduled starting time of the hearing, the Department Head will provide to the employee the written specifications of the charges which may be the basis for disciplinary action and the time and place at which a pre-disciplinary hearing will be held.

Pre-disciplinary hearings will be conducted by the Employer or their designee. The Employee may choose to:

1. Timely appear at the hearing to present an oral or written statement in his or her defense.
2. Timely appear at the hearing and have a chosen representative present an oral or written statements in defense of the employee; or
3. The Employee may elect to waive the conference by advance written notice to the Department Head.

Failure of the employee to appear as described above shall constitute a waiver of the opportunity to have a pre-disciplinary hearing. The time of the hearing may be continued up to three (3) working days upon advance request of the employee for good cause shown, but only one (1) such continuance may be granted unless otherwise agreed by both parties.

The employee shall provide a list of witnesses to the Department Head as far in advance as possible, but not later than one (1) hour prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

The employee may be represented by the Union or legal counsel designated by the Ohio Labor Council, Inc. However, no conference will be delayed more than seventy-two (72) hours to enable an employee representative to attend unless mutually agreed in writing.

At the pre-disciplinary hearing, the hearing officer will ask the employee or his or her representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which (s)he feels may be germane to the charges. The employee and his representative will be permitted to make inquiries and observe all testimony of witnesses upon which the Department Head relies in making his or her decision. The Employee or his representative will be permitted to confront and cross-examine witnesses who appear at the hearing.

A written Report and Recommendation shall be prepared by the Department Head for the County Commissioners review. The Report and Recommendation shall summarize the material and relevant facts of the case and may recommend disciplinary action, if any, either specifically or generally. The Report and Recommendation shall be furnished to the Employee and County Commissioners within five (5) working days following the conclusion of the pre-disciplinary conference. The County Commissioners shall review all the facts of the case presented in the Report and Recommendation and may conduct or authorize additional investigation. The County Commissioners shall either approve, modify or disapprove the Recommendation of the Department Head within five (5) working days after receipt of the Report and Recommendation, or within five (5) working days after the conclusion of the County Commissioners investigation, whichever last occurs.

Any discipline involving loss of pay or termination shall be approved by the County Commissioners prior to implementation.

#### C. Disciplinary Appeal

Disciplinary action may be appealed through the grievance process described in Article 16 of this Agreement. Appeal of any discipline other than a probationary removal involving a suspension, demotion, loss of benefits, or termination will proceed directly to step five (5) of the Grievance process unless the matter qualified for submission to optional step four (4), in which case the O.L.C. may exercise that option. Probationary removals are not grievable.

Disciplinary action that does not involved a suspension, demotion, loss of benefits, or termination may be grieved but may not be taken to step five (5) of the Grievance process.

**ARTICLE 12  
PERSONNEL FILE**

A. Public Records

Personnel files are considered public records as defined in Ohio Revised Code. Members shall have access to their records including training, attendance, and payroll records as well as those records maintained as personnel file records.

B. Personnel Files

All members shall be allowed to review the contents of their personnel file at all reasonable times upon written request except that any Member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the Member.

C. Disciplinary or Adverse Entries

All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file, which shall be maintained in the office of the Director. The affected Member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint or anonymous complaint shall become part of any Member's personnel file.

D. Written Warnings and Reprimands

Board will comply with Ohio Public Records law ORC 149.43.

**ARTICLE 13  
LABOR MANAGEMENT MEETINGS**

A. Meetings

In the interest of sound labor management relations, the O.L.C. and the County will meet at agreeable dates and times for the purpose of discussion of such matters as the administration of the Agreement; changes made by the County which might affect bargaining unit members; any topics of concern; methods of improving efficiency; and health, safety, and training issues. At least two (2) such meeting will be scheduled annually by the County or the F.O.P. Additional meetings may be schedule by mutual consent. Labor/management meetings will be scheduled promptly on a date mutually agreed upon by the parties.

Upon request, the parties shall exchange a list of topics to be discussed at least seven (7) days prior to the scheduled date of the meetings or mutual agreement or adding to agenda any topic not listed above. Other items may be discussed by either party after the formal agenda has been addressed. Employee attendance at labor/managements meetings shall be unpaid unless required by management or occurring during the employee's on-duty time.

#### **ARTICLE 14 WORK RULES**

- A. It is agreed and understood that the Employer shall have the right to revise and/or initiate reasonable work rules with respect to the conduct of its employees. It is further agreed that any work rule believed to be in violation of a provision of this contract may be grieved by the Union.
- B. The Employer agrees that new work rules formulated shall be reduced to writing and made available to the Union and all bargaining unit employees seven (7) work days before the implementation. Standard Operating Procedures (SOP's) are exempt from this seven (7) day notification period, and will be effective immediately; however, bargaining unit members will not be disciplined without being given a chance to sign for the SOP.
- C. Work rules shall be applied uniformly to all bargaining unit employees.

#### **ARTICLE 15 HOURS OF WORK AND OVERTIME**

##### **A. Work Period**

The purpose of this Article is to provide the basis for the calculation of and the payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week, except as provided in this Agreement.

The work day will be defined as an eight (8), ten (10) or twelve (12) hour shift, and it will not be considered a twenty-four hour period from midnight to midnight. An employee's work day shall be counted as the day the work day started.

An employee's work days for each weekly work period will fall within the same twelve (12) hour period for each day worked.

Each employee shall be granted a paid meal period during each regular work shift, subject to the unique demands of Public Safety Dispatching. Additionally, employees may take breaks without loss of pay to attend to personal needs as the workload and manpower permit.

B. Overtime

Hours worked in excess of twelve (12) hours in one (1) work day or in excess of eighty (80) hours in any two (2) week pay period will be paid at one and one-half (1 ½) times the employee's hourly rate as defined in the Fair Labor Standards Act. For purposes of overtime calculation, the words "hours worked" shall include all hours during which the member is in paid status other than sick leave. For the purposes of this Article, a work day shall be defined as a scheduled shift as described in Section 15:1 of this Agreement.

C. Scheduling

Management has the unlimited right to determine work schedules, the determination of which is not grievable. The Director will cause shifts to be posted for bidding by the Bargaining Unit members four times annually: November for the schedule starting January 1, in February for the schedule starting April 1, in May for the schedule starting June 1, and in August for the schedule starting October 1. Bargaining Unit members will bid for a three (3) month period. The Shifts will be awarded by Bargaining Unit Seniority as defined in Article 7 of this Agreement. The Director may hold an individual over on a shift for training purposes, staffing patterns, or to meet the demands of the traffic patterns. The Director's decision is not grievable. Normally no Bargaining Unit member will be displaced from their shift preference for more than a three (3) month period.

D. Call-In Pay

"Call-in" occurs when a supervisor specifically requests an employee return to work after completion of his/her regular schedule but before he/she is scheduled to return to work.

When an employee is called in, he/she shall be paid at one and one-half (1-½) times the member's regular rate for the time worked but no less than two (2) hours for such call-in.

E. Court Time

For each subpoena for appearance while off duty, employees shall be paid at one and one-half (1-½) times the regular hourly rate for the actual hours at court for work related issues but no less than three (3) hours for such appearance. When an employee appears as a witness in multiple cases in one day, there can be no pyramiding of paid time. Cases that are scheduled to begin during or within one (1) hour following the three or more hours compensated pursuant to a previous appearance will be deemed a continuation of the previous appearance and the employee will be compensated for the actual time spent at court for all such connected appearances, with an aggregate minimum of three hours paid.

F. Overtime Opportunities

The County shall make a reasonable effort to equalize overtime.

G. Compensatory Time

Bargaining Unit members may elect to take compensatory time in lieu of payment for hours worked for overtime.

1. Bargaining Unit members may accumulate up to one hundred twenty (120)-hours of compensable time.
2. Each hour of overtime will convert to one and one-half (1 ½) hours of compensatory time.
3. A Bargaining Unit member must make a request for compensatory time off to his/her supervisor forty-eight (48) hours in advance of time off or as soon as possible prior to taking said time except in the case of emergency.
4. Bargaining Unit member who retire, resign or are terminated will be paid one-hour's pay for each hour of compensatory time at their present rate.
5. There is no set time limit that a Bargaining Unit member must take or use their earned compensatory time.

H. Non-duplication.

There shall be no pyramiding of pay for the same hours worked.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement, hours paid for sick leave will not be figured or used in the computation of overtime. All other time in paid status will be figured or used in the computation of overtime.

- I. Bargaining unit members who have not used any sick time, either excused or unexcused, for any consecutive one hundred and twenty (120) calendar days will earn one (1) bonus day to be taken within the next four (4) month period. The one hundred and twenty day consecutive calendar day period begins the first day following the last incident of sick leave and ends one hundred and twenty calendar days later. All bargaining unit members shall be credited one personal day at the start of each calendar year that is not an earned day; and not deducted from earned sick leave. A bargaining unit member must notify the

Director of the Brown County Communications Center or his/her designee for approval to apply to take an earned day or bonus day forty-eight (48) hours in advance. Bonus days or earned days are non-cumulative from year to year. Sick leave used under Article 19(A) - Funeral Leave shall not count as an absence. A Bonus day will be the number of hours the employee is normally scheduled to work when the employee takes the Bonus day.

A bargaining unit member injured in the line of duty, who submits a written report, approved by the Director, will not have any absence from this on-duty injury count against accruing a bonus day.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

A grievance is defined as an allegation that the terms of this Agreement have been violated. Grievances must be filed within five (5) working days of the occurrence. Bargaining Unit members have the right to file grievances without fear of reprisal.

### **A. Step One (First Step)**

1. If the subject to be considered for adjustment or correction concerns only Bargaining Unit member(s) within the jurisdiction of one supervisor, it shall be discussed by the supervisor and the Bargaining Unit member(s) in an effort to settle the question. After considering the facts, the supervisor shall give a verbal answer to the question or complaint within two (2) working days. If, however, the verbal answer to the complaint does not satisfactorily resolve the subject, the grievance proceeds to Step One -B.

### **Step One B.**

1. Details of Step One - An oral proceeding will be immediately reduced to a record as provided by the employee complaint form. One (1) copy of the completed form signed by both parties will be given to the Bargaining Unit member involved and the Union and one (1) copy will be retained by the supervisor. The complaint may then be reduced to writing by the Bargaining Unit member and appealed to the Second Step of the procedure within five (5) working days.
2. Bargaining Unit members are entitled to representation by the Union at any Step of the grievance procedure.
3. Grievances from Bargaining Unit members with more than one supervisor or grievances involving several Bargaining Unit members will automatically be heard by the Department Head or his designated representative in Step Two of the Grievance Procedure.

B. Step Two (Second Step)

1. The Bargaining Unit member or Bargaining Unit members must file the grievance in writing that resulted from Step One within five (5) working days with the Director and the Director will set a hearing to be held with the Bargaining Unit member(s) within five (5) working days. The Director will give an answer in writing to the Bargaining Unit member(s) within five (5) working days from the close of the hearing, if the grievance is not resolved in the hearing. The Director will sign and date the resolution reached or the Second Step answer, whichever the situation dictates.
2. The Bargaining Unit member(s) has five (5) working days to appeal the Second Step answer of the Director or his representative if the Bargaining Unit member(s) is not satisfied with the decision.
3. Grievances resolved in Step One or Step Two are done so without prejudice to the position of either party. No grievance shall be resolved without the knowledge and approval of the Union.
4. Either party may request the extension of time limits imposed in any Step of this Grievance Procedure.
  - a. Both parties must agree for a time limit extension to be effectuated.
  - b. Both parties must sign a form provided by the Employer for time limit extension of the grievance.
  - c. Grievances not appealed in a timely manner are considered by this Agreement to be settled on the basis of the Management decision in the preceding Step.
  - d. Grievances not answered by Management in a timely manner are automatically appealed to the next step of this grievance procedure.
  - e. Grievances must be on the form provided by the Union.

C. Step Three (Third Step).

1. The Third Step starts with the receipt of the grievance appealed by the Union from Step Two to the Commissioners within five (5) working days from the Step Two answer. The Commissioners or their designated representative will sign and date the appeal from provided by the Commissioners. The Commissioners or their designated representative will set a Step Three hearing to be held within ten (10) working days from the date of the appeal.

2. The Third Step hearing will endeavor to bring out all the facts and participants involved in the grievance. If the grievance is not resolved in the hearing, the Bargaining Unit member(s) and the Union shall receive an answer in writing within five (5) working days from the close of the hearing.
3. The Union may appeal the Commissioner's answer from Step Three to Step Four (Arbitration). Appeal must be made within twenty (20) working days of the receipt of the answer in C-2.

D. Step Four (Arbitration)

1. If the grievance is not satisfactorily resolved at Step Three or Step Four, it may be appealed to Arbitration. Such appeal shall be signed the Union and a representative of the FOP, OLC and the Commissioners or their designated representative. It shall state the specific Sections of the Agreement that apply and that are to be considered by the Arbitrator. It shall be delivered to the Commissioners or the the Union (whichever is applicable) within twenty (20) working days after his Step Three answer. The Union Representative or his representative shall be able to attend all grievance hearings beginning at Step Two (Second Step).
2. Any grievance not appealed in a timely fashion is not arbitrable and shall not be considered. The Commissioners or their designated representative and the Union shall jointly request a list of seven (7) impartial arbitrators from the FMCS. The cost of the list will be split by the parties. The Commissioners or their designated representative and the Union will each strike three (3) names from the list and the remaining name shall be selected as the Arbitrator. The Union shall strike first. The parties will strike names within ten (10) working days of the receipt of the FMCS list.
3. 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 establishing of wage rates not negotiated as part of this Agreement.
4. The costs of the Arbitrator, including the travel expenses shall be paid equally by the parties.
  - 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 copies available without charge to the other party and the Arbitrator.
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) days from the close of the hearing and the decision shall be final and binding on the Union and its members and the Commissioners.
6. If the Arbitrator's decision awards the payment of back wage covering the period of the Bargaining Unit member's separation from the Commissioner's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from whatever source, and shall not include the assumption the Bargaining Unit member would have worked overtime during the period of separation from the Commissioner's/ Communications Center payroll.

E. General

1. At all steps in the grievance procedure, the union representative shall disclose to the Commissioner's representative a full and detailed statement of facts relied upon, the remedy sought and the provisions of this Agreement relied upon. In the same manner, the Commissioner's representative shall do likewise. Any matter not presented prior to the arbitration date will not be presented in arbitration, unless the parties introduce new facts by mutual agreement.
2. Probationary Bargaining Unit members do not have access to the Grievance Procedure to protest removals or terminations.

**ARTICLE 17  
PREGNANCY LEAVE**

- A. A Bargaining Unit member may use accumulated sick leave for absence due to pregnancy or for absence due to any medical condition related to pregnancy, childbirth or postpartum recovery. At his/her option, the Bargaining Unit member may use accrued vacation for pregnancy, childbirth, or infant care.
- B. A Bargaining Unit member's physical incapacity or disability related to pregnancy, child birth, or postpartum recovery shall be treated the same as any other medical condition under the unpaid disability leave policy. Thus, if the Bargaining Unit member has exhausted accumulated sick leave and remains

disabled or physically incapacitated from returning to her duties because of pregnancy, childbirth, or postpartum recovery, she may request an unpaid leave under that policy. As a general rule the Bargaining Unit member shall go off work with a doctor's statement and return with a doctor's release.

- C. An unpaid disability leave should not extend beyond the duration of the physical disability or incapacity related to pregnancy, childbirth, or postpartum recovery. A Bargaining Unit member's request for a leave of absence for infant care purposes shall be treated as a request for an unpaid leave of absence for personal reasons and shall be granted or denied in accordance with that Article.

**ARTICLE 18  
EDUCATIONAL LEAVE**

- A. Educational leave without pay may be granted at the discretion of the Commissioners/Communications Center for up to two (2) years for purposes of education, training or specialized experience which would benefit the Commissioners/ Communications Center office. Upon completion of the leave of absence, the Bargaining Unit member will be returned to his/her former position or a similar position within the same classification. Educational leave shall be granted on a first come, first served, basis, and no more than two (2) employees shall be granted an educational leave at the same time. Said leave shall not be unreasonably denied.
- B. The Department will make every effort to provide training for re-certification for members of the bargaining unit. Any training required by and approved by the Director will be reimbursed.

**ARTICLE 19  
FUNERAL/COURT LEAVE**

- A. Funeral Leave

Employees may use up to three (3) days sick leave to attend the funeral of an immediate family member, as defined in this contract. In addition, employees may utilize additional sick leave, if available and approved by the employer, for additional time off to attend a funeral leave of an immediate family member more than 250 miles away from the County seat, Georgetown, Ohio.

- B. Court Leave

An employee who is summoned for jury duty or subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action, shall be granted court leave with full pay.

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

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

The employee is required to advise his/her Director of the need for such time off as far in advance as possible.

## **ARTICLE 20 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 one (1) year or twelve (12) months after the date of adoption or foster placement.

B. Bargaining Unit members must give the County at least a thirty (30) day notice or as much notice as is practicable in foreseeable situations, of the desire to use family and medical leave. The County observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back 12 months for determining eligibility and forward from date of application for leave twelve (12) months for the 12 weeks of leave usage.

C. Bargaining Unit members may be required to use their accumulated paid sick 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 sick leave combination.)

- D. Medical certification shall be required to substantiate leave for the reasons stated in A (3) (if required by statute) and A (4) above, with the County having the option of requiring second and third opinions at the County's expense. Medical certification shall include the following:
1. The date the condition began;
  2. The probable duration of the condition;
  3. The appropriate medical facts regarding the condition and the necessity for the 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.
1. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the County may temporarily transfer the bargaining unit member to an alternative 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 employees will 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 County paying the County share of health insurance premium. The employees must make arrangements for payments to continue his/her portion of health insurance premium. The County may recover any 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.
- G. For the purpose of this Article, the following definitions shall apply:
1. "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.
  2. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per workweek, or hours per workday of a bargaining unit member.

- H. Upon return from FMLA leave of absence, the employee will be restored to the position held prior to the commencement of the leave or to an equivalent position with equivalent pay, without loss of seniority.
- I. Employees shall continue to accrue benefits per contractual language if in paid status.
- J. Employees do not accrue vacation and/or sick leave or other benefits unless otherwise stated herein while on unpaid leave status.
- K. Any issue not addressed herein shall be governed by Federal Law as it relates to FMLA and changes to the law.

**ARTICLE 21  
PERSONAL LEAVE**

- A. Bargaining Unit members may request an unpaid leave of absence from the Commissioners/Communications Center office for personal reasons, including educational pursuits that are not in the course of and/or required as part of the job. The decision whether to grant the leave is left to the Commissioners/Communications Center discretion. Personal leave may be granted for up to six (6) months for any personal reasons of the employee, which are deemed sufficient grounds for leave by the Commissioners/Communications Center.

**ARTICLE 22  
UNPAID DISABILITY LEAVE**

- A. A Bargaining Unit member may request an unpaid disability leave if he/she continues to be injured, ill or physically incapacitated from the performance of the regular duties of his/her position after he/she has exhausted his/her accumulated sick leave.
- B. The Employer may place a Bargaining Unit member on an unpaid disability leave after the Bargaining Unit member has exhausted their accumulated sick leave if, after an informal hearing (with Union representation) concerning the Bargaining Unit member's condition, the Employer determines that the individual is unable to perform the regular duties of his/her position because of the illness, injury or other physical or mental disability. Prior to the hearing, the Employer shall require the Bargaining Unit member to submit to an examination conducted by a licensed physician, psychiatrist or psychologist, at the County's expense, as appropriate to the circumstances. The Bargaining Unit member may also choose to be examined by his personal physician and submit that examination at the hearing. If the County's physician and the Bargaining Unit member's physician disagree, the two doctors' will select a third doctor and the parties will

abide by this decision and split the cost not covered by the health insurance plan.

- C. Within three (3) years from the effective date of the unpaid disability leaves; the Bargaining Unit member may apply for reinstatement. After receipt of a timely application for reinstatement, the Employer shall require examination of the Bargaining Unit member by a licensed physician, psychiatrist or psychologist, as appropriate to the circumstances, and may designate the person to conduct the examination. The examination shall be done at the County's expense. If the examination discloses that the Bargaining Unit member has recovered from the disability and is otherwise able to perform the regular duties of his/her position, the Employer shall reinstate the Bargaining Unit member within thirty (30) calendar days from the Bargaining Unit member's written application to his/her former position or to a similar position within the same classification.
- D. A Bargaining Unit member on an unpaid disability leave does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. A Bargaining Unit member on an unpaid disability leave must pay the premium cost for health insurance for his/herself (and for dependent coverage, if applicable) in order to keep the coverage in effect during the leave, unless the Bargaining Unit member was injured while on the job for the Brown County Commissioners/Communications Center and has exhausted all his/her paid leave, in which case the Commissioners/Communications Center will pay the County's share of the Bargaining Unit member's hospitalization premium for a period of three (3) months inclusive of Family Medical Leave Act leave. The Employer will comply with C.O.B.R.A. where appropriate.
- E. If the disability is a result of an on the job injury the bargaining unit member will not be required to exhaust his/her sick leave prior to utilizing disability leave.

**ARTICLE 23  
MILITARY LEAVE**

A. Military Leave.

Any full-time Bargaining Unit member employee who enlists in the United States Armed Forces shall be granted a military leave of absence in accordance with Ohio Revised Code Section 5923.05.

B. National Guard and Reserve Service.

The Brown County Commissioners/Communications Center supports the concept that a strong defense of our country is best accomplished through citizen-soldiers. Therefore, no Bargaining Unit member's job or career opportunities will be limited because of his/her service in the National Guard or any branch of the reserves. Bargaining Unit members shall be granted leaves of absence up to

one hundred seventy-six (176) hours within any one calendar year with pay for military training in the Guard or Reserve in accordance with the Ohio Revised Code without sacrifice of vacation time. The Employer shall approve the scheduling of vacations for such Bargaining Unit members at his/her own discretion.

**ARTICLE 24  
EQUIPMENT/CLOTHING**

- A. The County shall provide all equipment determined by the County to be necessary for the performance of the Communications Center dispatchers for their position.
- B. Employees are required to dress appropriately when working the Communications Center, and uniforms will not be required.

**ARTICLE 25  
HOLIDAYS**

- A. Brown County employees shall receive full pay for those holidays below on the actual day. The following paid holidays will be observed. (ORC 325.19 (D))

- New Year's Day
  - Martin Luther King
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veterans Day
  - Thanksgiving Day
  - Christmas Day

- B. If a holiday occurs during a period of paid sick leave or vacation, the employee will be entitled to holiday pay and will not be charged for any sick leave or vacation leave for that day. An employee on a leave of absence without pay or off work on unapproved leave on a workday immediately preceding or following a holiday will not receive holiday pay. (OAC 123.1-44-01 C ((1) and (2))
- C. Special religious holidays may be observed by employees of Brown County and charged to accrued vacation leave, compensatory time, or taken without pay. This must be done with notification to the employee's supervisor or the Commissioners. Employers may not use sick leave for such holiday observance. (OAC 123.1-44-02)

- D. Employees assigned to work on the holidays listed above who forfeit the day off will receive one and one-half (1 ½) their regular hourly rate of pay for each hour worked on the holiday in addition to their normal eight (8) hours pay or normal scheduled hours.
- E. Employee's Birthday Personal Leave.
  - 1. Annually, bargaining unit members will receive one regularly scheduled work day off of paid personal leave for their birthday.
  - 2. A bargaining unit member must notify the Director of the Brown County Communications Center or his/her designee for approval to take off the allotted paid personal leave day forty-eight (48) hours in advance.
  - 3. Paid personal time earned under this section must be used by December 31 of each year of the agreement or it will be lost unless use has been denied due to no fault of the employee, such as for staffing reasons, at which time the employee may carry the leave over for ninety (90) days. Paid Personal time not used by March 31 shall be forfeited.

**ARTICLE 26  
EARNED SICK LEAVE**

All permanent Bargaining Unit members will earn 4.6 hours sick leave for each eighty (80) hours in pay status.

- A. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted from the Bargaining Unit member's credit on the basis of one (1) hour of sick leave for every one (1) hour. The sick leave payment shall not exceed the normal scheduled workday or work week earnings.
- B. To justify the use of sick leave, a Bargaining Unit member is required to complete and sign a leave request form and at the Director's discretion an original doctor's excuse or doctor's office receipt may be also required for sick leave justification. Bargaining Unit members absent on sick leave for a period of three (3) or more consecutive working days may be requested to provide a physician's statement verifying the nature of the illness. Falsification of either the signed statement or a physician's certification will be grounds for disciplinary action up to and including dismissal.
- C. A Bargaining Unit member may utilize paid sick leave to care for ailing members of his/her immediate family. Immediate family is defined as:
 

1. Spouse;	9. Father-in-law;
2. Parent or legal guardian;	10. Son-in-law;
3. Child or foster child;	11. Daughter-in-law;
4. Brother;	12. Brother-in-law;

- |                   |   |
|-------------------|---|
| 5. Sister;        | 13. Sister-in-law;  |
| 6. Grandparents;  | 14. Legal guardian or other person who stands in the place of a parent; |
| 7. Grandchild;    |   |
| 8. Mother-in-law; | 15. Household member.   |

- D. For a Bargaining Unit member to utilize paid sick leave for the care of family members other than those listed above, approval must be received from the Bargaining Unit member's supervisor or the Director of Communications Center.
- E. A Bargaining Unit member who transfers from one County office to another, or who transfers from other public employment in Ohio to Brown County employment without interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service. The Bargaining Unit member is responsible for obtaining certification of his/her previously accumulated sick leave for Brown County records.
- F. A Bargaining Unit member who has been separated from Brown County employment but who is re-employed by the County shall be credited with his/her previously accumulated sick leave, provided the re-employment occurs within ten (10) years of the date of the Bargaining Unit member's last separation from Brown County employment.
- G. Sick leave may be used for an on-the-job injury; however, sick leave pay and Worker's Compensation cannot be received at the same time. If an employee repays the County with the Workers' Compensation money received, the County will re-credit sick time on a dollar for dollar basis.
- H. No payment for sick leave shall be made unless the absence is properly reported and justified. Sick leave requests of persons who show a "pattern" of sick time usage will specifically be evaluated. Patterned sick leave usage will be defined as
1. Consistent use of sick leave as soon as it has accrued;
  2. Consistent use of sick leave on the same day of the week unless the use has been approved for known, ongoing treatments;
  3. Consistent use of sick leave on the day(s) before and/or after holidays;
  4. Consistent use of sick leave following overtime assignment;
  5. Consistent use of sick leave adjacent to other paid leave.

Except where there are known mitigating circumstances, more than four (4) unexcused occurrences (Unexcused absence is defined as any absence not pre-approved by the Brown County Communications Center or for which a doctor's excuse has not been provided) will justify an evaluation by the Director. Once the Director believes there is a pattern of sick time as defined above, the employee will be required to submit a Dr.'s note stating the nature of the illness

or injury which led to their absence. The Director may initiate investigations if an employee is suspected of abusing sick leave privileges.

Failure to comply with sick leave rules could lead to progressive discipline as outlined in this Agreement.

I. Annual Sick Leave Conversion

1. A bargaining unit member may at his/her option, convert up to forty-eight (48) unused sick leave hours to personal leave days with pay on the basis of two for one (2 for 1) provided the employee maintains a balance of at least 240 hours of total accumulated sick leave. A thirty (30) day notice to the Director in writing is required for each conversion request.
2. Conversion of sick leave under this policy shall eliminate those converted credits from the employee's accrued balance.
3. For purpose of sick leave conversion, sick leave earned and accrued during employment with any other state or local government other than Brown County shall be excluded from the calculation of the employee's sick leave balance.
4. No more than five (5) days or sixty (60) hours, two for one (2 for 1) conversions may take place within a calendar year.
5. Personal days converted from sick leave are not eligible to be paid out.
6. Sick time converted by way of this section will in no way affect the Paid Absence Day earned by way of Article 15, Section I of this Agreement.

**ARTICLE 27  
VACATION**

- A. All full-time bargaining unit members will receive the following amounts of paid leave based upon the length of continuous service.
1. LESS THAN ONE (1) FULL YEAR OF SERVICE - No vacation. (A new full-time employee is credited with eighty (80) hours of vacation after completion of one (1) year of service.)
  2. ONE (1) FULL YEAR OF SERVICE - (26 bi-weekly pay periods) - two (2) weeks (ten (10) working days or eighty (80) hours). Accumulated at the rate of 3.1 hours per pay period of eighty (80) hours worked.

3. EIGHT (8) FULL YEARS OF SERVICE - three (3) weeks (fifteen (15) working days or one hundred and twenty (120) hours). Accumulated at the rate of 4.6 hours per pay period of eighty (80) hours worked.
  4. FIFTEEN (15) YEARS OF SERVICE - four (4) weeks (twenty (20) working days or one hundred sixty (160) hours). Accumulated at the rate of 6.2 hours per pay period of eighty (80) hours worked.
  5. TWENTY-FIVE (25) FULL YEARS OF SERVICE - five (5) weeks (twenty-five (25) working days or two hundred (200) hours). Accumulated at the rate of 7.7 hours per pay period of eighty (80) hours worked.
- B. Employees shall forfeit their right to take any vacation leave to their credit, which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employee's leave balance.
- C. Upon separation from service an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation up to three (3) years. In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her estate.
1. All vacation time must be approved by the employee's supervisor and reported to the Director of the Brown County Board of Commissioners/Communications Center in advance of an employee taking paid vacation leave. If an employee requests less than three (3) days vacation leave, the employee must make the request forty-eight (48) hours before the vacation is to start. If the employee requests a vacation of four (4) days or more, the employee must provide five (5) working days advance notice to his/her supervisor. The Supervisor's decision is not grievable under this agreement.
  2. Any time an employee does not receive a full paycheck (eighty (80) hours), his/her vacation earned for that period will be adjusted based upon the number of hours worked in that pay period. Vacation may be used as it is earned after the first year of continuous service if the bargaining unit member obtains the appropriate permission of his/her supervisor and the Director of the Brown County Board of Commissioners/Communications Center.
  3. Vacation may be accrued for a period not longer than three (3) years. When terminating employment, any accrued vacation will be paid in a separate check.
  4. An employee whose scheduled vacation falls within a week containing a paid holiday will not have the holiday charged against vacation time. An

employee so effected shall be granted an additional vacation day to be scheduled at the discretion of the employee with proper notice.

## **ARTICLE 28 HOSPITALIZATION**

- A. The Brown County Board of Commissioners will offer medical insurance coverage for eligible bargaining unit employees pursuant to the same terms and conditions as insurance is offered to all other non-bargaining, General Fund Brown County employees, except where such terms and conditions are expressly modified by this Article. The Brown County Board of Commissioners will contribute the same amount for each employee's monthly health care premiums as is contributed to other non-bargaining County General Fund employees for coverage, except that the Employer shall contribute a minimum of seventy-five percent (75%) of the established monthly premium toward the cost of the employee's insurance premium and eligible bargaining unit employees shall contribute twenty-five percent (25%).

Should other non-bargaining Brown County General Fund employees be offered a "holiday" or "reprieve" from premium contributions, the same benefit will be offered to employees covered by this agreement.

- B. It is agreed and understood that the schedule of benefits for bargaining unit employees electing insurance coverage shall be the same as procured by the Board of County Commissioners and set forth for all other Brown County non-bargaining General Fund employees, including all conditions, payments and premium contributions as specified or required by individual carriers/providers of the health insurance plan and/or the County.

In the event the County continues to utilize a Health Savings Account ("HSA"), the County will partially fund the HSA of bargaining unit employees electing coverage in the following amounts on an annual basis in the following amounts:

Single Coverage: \$1500  
Employee and Spouse: \$3000  
Employee and Child: \$3000  
Family: \$3000

The Employer's portion of the employee's HSA will be funded in pro-rata monthly contributions. The Employer shall contribute one hundred and twenty-five dollars (\$125) per month for each eligible bargaining unit employee electing Single coverage. Additionally, the Employer shall contribute two hundred and fifty dollars (\$250) per month for each eligible bargaining unit employee electing either Employee and Spouse, Employee and Child, or Family coverage. However, employees electing coverage under the County's health insurance plan may seek assistance with medical and prescription costs on a case-by-case

basis consistent with the County's Health Savings Hardship Policy effective April 1, 2010.

In the event it is necessary to raise the HSA deductible amounts in effect on April 1, 2010 for cost containment purposes, the Employer will meet in good faith, consider options and discuss the effects of the change(s) with the Union upon the written request of the Union. Written request from the Union must be presented within fourteen (14) calendar days of the notice of the change.

It is further agreed and understood that during the term of this Agreement, such individual carriers/providers may, through no fault of the Employer, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

Additionally, it is agreed and understood that during the term of this Agreement specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider.

A bargaining unit employee's eligibility to obtain County health insurance benefits is based upon the following:

1. An employee who is on the active payroll (receives pay) for a period of five (5) days in any month is entitled to this benefit.
  2. An employee who does not receive pay for at least five (5) days in any month will be responsible for payment of the total premium due for continued hospitalization coverage.
- C. The Brown County Board of Commissioners will continue to provide a \$10,000 AD & D policy in conjunction with the hospitalization policy as stated in paragraph A above.
- D. The Brown County Board of Commissioners shall be the sole arbiters of the carrier of the Brown County hospitalization plan.
- E. The Employer shall continue to try to make available to bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The Employer will not be responsible for changes unilaterally imposed by an insurance provider in

benefits, co-payment provisions or deductibles so long as the Employer uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another. Should the group and hospitalization insurance coverage and benefits change, the Employer, upon written request of the Union, agrees to meet in good faith, consider options and discuss the effects of the changes. Written request from the Union must be presented within fourteen (14) calendar days of the notice of the change.

- F. The Employer reserves the right to institute cost containment measures relative to insurance coverage, so long as it tries to maintain a substantially similar level of benefits. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures. Should the group and hospitalization insurance coverage and benefits change, the Employer, upon written request of the Union, agrees to meet in good faith, consider options and discuss the effects of the changes. Written request from the Union must be presented within fourteen (14) calendar days of the notice of the change.
- G. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, bargaining unit member or beneficiary of any bargaining unit member.
- H. Employees who are eligible for the County's health insurance and waive coverage and at the completion of twelve (12) months without coverage shall receive a payment of one thousand dollars (\$1000) per year by way of separate check. Employees will be required to show they have proof of health insurance coverage to be eligible for payment. Additionally, in order to be eligible for the waiver payment of \$1000, the employee must establish that they are not receiving medical insurance benefits through another family member working for Brown County. In the event that the employee opts back into the coverage during the twelve (12) month period, the employee will be paid a pro-rata portion of the bonus for each month during which he/she opted out of coverage. Employees who are not enrolled in the Health Plan shall be eligible

for payment on April 1 of each year, provided that they are otherwise eligible pursuant to the above terms.

- I. In the event that the County returns to a "conventional or traditional" health insurance coverage plan similar to the type of coverage plan in effect prior to April 1, 2009, the Employer shall pay a minimum of eighty percent (80%) of the monthly premium of the plan chosen from the hospitalization, surgical, major medical plan or HMO plan made available to eligible bargaining unit employees of Brown County, whereas, eligible bargaining unit employees electing coverage shall pay twenty percent (20%) of the monthly premium.

**ARTICLE 29  
SICK LEAVE CONVERSION UPON RETIREMENT**

- A. Employees who have attained ten (10) years' service with the Brown County Commissioner's Office (as computed under Article 7: Seniority) may convert one-fourth (1/4) of up to one hundred twenty (120) days of accumulated sick leave upon retirement from the Brown County Commissioner's Office.
- B. Employees of the Brown County Commissioner's Office who have taken a cash pay out from another public agency in Brown County involving sick leave conversion (unless such conversion was caused by employee disability) shall have said number of days deducted from the thirty (30) days maximum payment they could be entitled to from the Brown County Commissioner's Office. This does not apply to employees from another public agency in Brown County whose sick leave conversion was taken because of physical or mental disability.
- C. Employees who are discharged for just cause or who sever with less than ten (10) years service with the Brown County Commissioner's Office are not entitled to sick leave conversion under this Article.
- D. In case of the death of an employee of the Brown County Commissioner's Office, accrued but unused sick leave shall be paid to said employee's estate in accordance with "A" and "B" above.

**ARTICLE 30  
MISCELLANEOUS**

- A. Expense Reimbursement

Employees required to use, with approval of the Employer, their personal vehicle on official business of the Employer shall be reimbursed at the current IRS rate per mile for all actual and necessary miles traveled.

For purposes of this section, use of a personal vehicle to respond to or from the employee's regularly assigned duty station is not reimbursable travel.

All employees who are paid mileage are responsible for maintaining vehicle insurance and are responsible for any and all fines or tickets.

B. Bulletin Boards

The Employer shall provide the Union, at the workplace, a bulletin board for the use of the O.L.C. Such bulletin board shall be used only for posting notices bearing the written approval of the official O.L.C. representative or his/her employee associate, and shall be solely for Union business; and

The O.L.C. agrees that no notices will be placed on the bulletin board which contains:

1. Personal attacks upon any County employee or Elected Official;
2. Scandalous, scurrilous or derogatory attacks upon the Administration;
3. Attacks on any other employee organizations;
4. Any obscene material;
5. Any ethnic material or sexually related or harassing material.

Management may remove any inappropriate materials as described in (A) through (E) above, but must notify a Union Associate as soon as practical.

C. Ballot Box

The O.L.C. and the F.O.P shall be permitted, upon prior written notification to the Employer to place a ballot box in the Break Room for the purpose of collecting members' ballots on all O.L.C. issues subject to ballot. Such box shall be the property of the O.L.C. and neither the ballot box nor its contents shall be subject to the County's review. Such balloting shall be limited to no more than four (4) times per year for periods not to exceed three (3) days each. Such balloting shall not interfere with work activities and the ballot box shall be removed as soon as practicable after the issue has been determined. Unless specifically mentioned in this section, Management has no responsibility or liability connected with this Ballot Box process.

D. Use of Employer Facilities

The Union shall have reasonable usage of employer facilities, including local telephones, long distance phones, copy machine, and fax machine with permission of the Administrator or supervisor. A minimum of one (1) telephone line shall be provided to employees that is free of recording capability or other means of monitoring for their local use during break periods.

E. Part-time Employees who become full-time Employees shall be given credit for service as an employee of the Communication Center prior to full-time

appointment. Part-time service credit shall be calculated by dividing the number of part-time hours worked by a twelve (12) hour day. Those days shall be added to the full-time appointment date. Part-time employees who are offered a full-time position and decline the position will not be eligible for this benefit.

**ARTICLE 31  
SAVINGS CLAUSE**

- A. Should a court or recognized jurisdiction (local, common Pleas, State or Federal) determine that a provision of this Agreement is illegal, that such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Employer or his/her designated representative and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the unlawful section or clause.

**ARTICLE 32  
WAGES**

- A. Wage Scales: Each step on the wage scale represents a completed year of service as a Dispatcher with the Brown County Communications Center. Employees will advance to the next succeeding step on their anniversary dates of hire.

1. Effective January 1, 2012, rates of pay for bargaining unit employees shall be as follows:

Probationary	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 10 years	After 15 years
\$10.45	\$10.95	\$11.60	\$12.25	\$12.90	\$13.55	\$14.20	\$15.00	\$16.43

2. Effective January 1, 2013, rates of pay for bargaining unit employees shall be as follows:

Probationary	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 10 years	After 15 years
\$10.45	\$10.95	\$11.60	\$12.25	\$12.90	\$13.55	\$14.20	\$15.30	\$16.73

3. Effective January 1, 2014, rates of pay for bargaining unit employees shall be as follows:

Probationary	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 10 years	After 15 years
\$10.45	\$10.95	\$11.60	\$12.25	\$12.90	\$13.55	\$14.20	\$15.60	\$17.03

- F. Employees who resign or who are removed will receive all wages and compensation established by this Agreement at the first payroll period after termination.
- G. The Brown County Communications Center will pay seventy-five cents (\$.75) per hour shift differential to all bargaining unit employees assigned to night shift (6p to 6a).

**ARTICLE 33  
TEMPORARY SUPERVISORS AND COMMUNICATIONS TRAINING OFFICER**

- A. TEMPORARY SUPERVISORS. Management may designate selected bargaining unit employees to be Temporary Supervisors when no Supervisor is on duty. These Temporary Supervisors shall have responsibility for supervising employees on their shift, according to the policies and procedures of the Communications Center. A policy defining the duties, responsibilities and authority of a temporary supervisor shall be provided to all bargaining unit employees.
- B. Persons designated as Temporary Supervisors shall receive additional hourly compensation of 25¢ per hour, for all hours worked as a Temporary Supervisor.
- C. Management shall have the sole authority for selecting persons to be designated as Temporary Supervisors. Management shall establish and may from time to time, modify the criteria for selection. These selections and criteria shall be appealable and subject to the grievance process.
- D. COMMUNICATIONS TRAINING OFFICERS. Management may designate selected employees to be Communications Training Officers (CTO). These CTO's have a shared responsibility for training probationary employees in the policies and procedures of the Communications Center.
- E. Persons designated as CTO's shall receive additional hourly compensation of 25¢ per hour, for each hours worked in a training assignment. CTO's shall receive their regular pay when they are not performing a training assignment.
- F. Management shall have the sole authority for selecting persons to be designated as CTO's. Management shall establish, and may from time to time, modify the criteria for selection. These selections and criteria shall be appealable and subject to the grievance process, however, not arbitration.

- G. Management shall determine what procedures shall be used to train probationary employees.

**ARTICLE 34  
DRUG SCREENING**

- A. Drug screening or testing may be conducted upon reasonable suspicion that an employee has violated county or departmental drug and alcohol policies. Reasonable suspicion means specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, or an abrupt and observable decline in employee performance. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in criminal prosecution against the affected employee. The following procedures shall not preclude the employer from taking disciplinary action, but such actions shall not be based solely upon the test results.
- B. All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectroscopy procedure or a similarly reliable procedure. All samples taken from the employee shall be split and a second sample maintained for any confirmation of the original results.
- C. Drug screening tests conducted upon reasonable suspicion shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. The employee may have a second confirmatory test done at a lab of his choosing, at his expense.
  - 1. If all the screening and confirmatory tests are positive, the employee must have notified the employer of any alcohol or drug addiction prior to being tested to avoid termination, the Employer shall require the employee to participate in a rehabilitation or detoxification program, as determined appropriate by qualified medical personnel. The Employer may require the employee to participate in any State of Ohio certified rehabilitation or detoxification program which may not be covered by the employee's health insurance plan in network.
  - 2. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of rehabilitation. If no such leave credit is available, such employee shall be placed on medical leave of absence without pay for the period of rehabilitation leave. Such leave may also be counted as Family Medical Leave by the Employer.

3. Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his/her position. Such employee may be subject to periodic retesting upon return to his/her position for a period of one (1) year (three hundred sixty-five (365) days) from the date of his/her return.
  4. Any employee in the above mentioned rehabilitation program will not lose any seniority should it be necessary that he/she be required to take a medical leave of absence without pay for a period not to exceed twelve (12) weeks.
  5. If the employee refuses to undergo rehabilitation or detoxification, or he/she fails to complete a program of rehabilitation, or if he/she tests positive at any time within one (1) year after his/her return to work upon completion of the rehabilitation program, such employee shall be subject to disciplinary action including discharge.
  6. Except as otherwise provided herein, the cost of all drug screening shall be borne by the Employer.
- D. For the purpose of implementing the provision of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the drug screening provided for in this Article. The release referred to in this paragraph shall authorize only the release of examination results pertaining to the drug screening tests. Such medical releases shall be provided by the Employer.

### **ARTICLE 35 TERMINATION/DURATION**

- A. This Agreement constitutes the entire contract between the County and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the County and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.
- B. This Agreement shall be in full force and effect from January 1, 2012 to midnight, December 31, 2014 and thereafter from year to year, unless either party services notice of the intent to terminate or modify this Agreement at least sixty (60) days prior to December 31, 2014 or any successive December 31, thereafter.

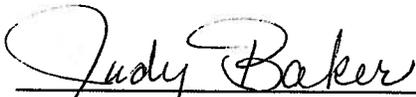
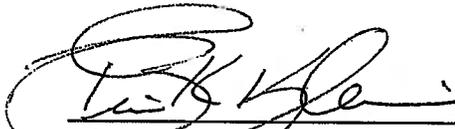


Signed this 14<sup>th</sup> day of November, 2011.

**FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL, INC.:**



Mark A. Scranton, Staff Representative  
FOP/OLC., Inc.

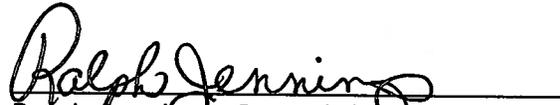
  
\_\_\_\_\_  
Judy Baker, Negotiating Team Member  
\_\_\_\_\_  
Christy Ellis, Negotiating Team Member  
\_\_\_\_\_  
Brian Klein, Negotiating Team Member

**FOR THE BROWN COUNTY  
COMMUNICATIONS CENTER:**



Rob Wilson, Director  
Brown County Communications Center

**FOR THE BROWN COUNTY BOARD  
OF COMMISSIONERS:**

  
\_\_\_\_\_  
Bill Geschwind, Commissioner  
\_\_\_\_\_  
Ralph Jennings, Commissioner  
\_\_\_\_\_  
Rick Eagan, Commissioner

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-10-1446
EMPLOYEE ORGANIZATION,	}	(Emergency 911 Dispatchers)
	}	
and,	}	
	}	
BROWN COUNTY COMMISSIONERS,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

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

cc: Mr. Ralph Jennings  
[commissioners@browncountyohio.gov](mailto:commissioners@browncountyohio.gov)