



04/30/12  
11-MED-11-1672  
2554-01  
K28432

**AGREEMENT BETWEEN  
THE WILLIAMS COUNTY  
COMMUNICATIONS AGENCY  
AND  
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS, LOCAL LODGE NO. 1349 OF DISTRICT 60**

**Case No. 2011-MED-11-1672**

**EFFECTIVE:  
Upon signing  
until  
December 31, 2014**

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble .....	1
1	Recognition .....	1
2	Union Security .....	1
3	Nondiscrimination.....	2
4	Management Rights/Waiver in Emergency .....	2
5	Grievance Procedures .....	3
6	Seniority .....	6
7	Layoff and Recall.....	7
8	Hours of Work .....	7
9	Overtime .....	8
10	Wages.....	8
11	Vacation .....	9
12	Holidays .....	11
13	Paid Leave.....	11
14	Funeral Leave.....	12
15	Unpaid Leave .....	12
16	Sick Leave.....	13
17	Disability Leave .....	14
18	Jury Duty Leave.....	14
19	Severance Pay .....	15
20	Insurance .....	16
21	Part-Time Employees.....	16
22	Probation Period.....	16
23	Work Rules .....	17
24	Drug/Alcohol Testing .....	18
25	Physical Examinations .....	21
26	Application of the Ohio Civil Service Law .....	22
27	Vacancies .....	22
28	Corrective Action.....	23
29	Union Representation.....	24
30	No Strike/No Lockout.....	24
31	Safety and Health .....	24
32	General Provisions .....	25
33	Severability .....	25
34	Duration .....	25
35	Dispatcher in Training .....	26
	Signature Page	
	Appendix A	

## PREAMBLE

This Agreement is hereby entered into between the Williams County Communications Agency (hereinafter referred to as the "Employer") under the delegated authority of the Williams County Commissioners, and the International Association of Machinists and Aerospace Workers, Local Lodge No. 1349 of District No. 60 (hereinafter referred to as the "Union").

The purpose of the Employer and the Union in entering into this Labor Agreement is to set forth their agreements on rates of pay, hours of work, benefits, and other conditions of employment.

## ARTICLE 1 RECOGNITION

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time Communications officers and dispatchers working at the Agency in Williams County in the State of Ohio, excluding the Director, all office clerical, supervisors as defined by O.R.C 4117, security personnel, and any other employee defined as exempt by the Ohio Collective Bargaining Law. This recognition shall be in compliance with the certification issued by the State Employment Relations Board (SERB) in Case number 94-REP-03-0048 on September 8, 1994.

**Section 1.2.** The Employer will bargain with the Union on wages, hours of work, benefits, and other conditions of employment for all employees in the bargaining unit.

## ARTICLE 2 UNION SECURITY

**Section 2.1.** The Employer agrees to deduct Union Membership dues in accordance with this Article for all Employees eligible for the bargaining unit.

**Section 2.2.** The Employer agrees to deduct regular monthly Union membership dues provided proper authorization is submitted by the employees or fair share fees as provided by the Act. Dues check-off and/or fair share fees shall be submitted monthly to the Secretary/Treasurer of the local.

**Section 2.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deductions of Union dues and/or fair share fees. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, and or proceedings by an employee or group of employees arising from the deductions of Union dues and/or fair share fees made by the Employer pursuant to this article.

**Section 2.4.** The rate at which dues and fair share fees are to be deducted shall be certified in writing by I.A.M.'s Local 1349 Secretary/Treasurer. One (1) month's notice in advance shall be given the payroll clerk prior to making any changes in an individual's dues deductions or fair share fees.

**Section 2.5.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the employer for the duration of the Agreement

**Section 2.6.** All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective 180 days from the date of hire. The amount of the fair share fee shall be certified in writing to the Employer by the I.A.M.'s Local 1349 Secretary/Treasurer. The deduction of the fair share fee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the fair share fee shall be in accordance with the provisions for regular dues deductions as provided for in the article.

### **ARTICLE 3** **NONDISCRIMINATION**

**Section 3.1.** The Employer and the Union will not interfere with or coerce the employees covered by this Agreement because of membership or non-membership or legal activity on behalf of the Union.

**Section 3.2.** It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to sex, race, color, religion, national origin, age, military status, genetic information, or disability. There shall be no discrimination against the employee because of membership in the Union. It is the intent of the parties to write this Agreement in a gender-neutral format by elimination the use of male or female pronouns. However, in the event a male or female pronoun is inadvertently left in any provision of this Agreement, it is understood such contractual designation shall apply to both sexes.

### **ARTICLE 4** **MANAGEMENT RIGHTS/WAIVER IN EMERGENCY**

**Section 4.1.** The Employer retains the sole right to manage its operations and direct the working force, including the right to determine the methods and means by which the Employer's operations shall be conducted, to direct the schedule, shift, and location of the work of employees; to determine the starting and quitting time; to maintain order and efficiency in its operations and facilities; to promulgate reasonable work rules; and to hire, layoff, assign, and promote employees; subject only to the regulations governing the exercise of these rights as expressly provided by this agreement.

**Section 4.2.** The Employer retains the sole right to discipline, reprimand, warn, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement provided that in exercising this right it will not act in violation of this Agreement.

**Section 4.3.** The above rights of management are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in management. Any of the rights, powers, and authority the Employer had prior to entering this Collective Bargaining Agreement are retained by the Employer except as expressly and specifically abridged, delegated, granted, or modified by this agreement.

**Section 4.4. Waiver in Emergency.** In the event that a state of emergency has been declared by the President of the United States, the Governor of the State of Ohio, the Board of Williams County Commissioners, the Federal or State Legislature, or the Williams County Emergency Management Agency (EMA) Director, the following conditions of this Agreement may be suspended by either the Employer or the Union until the state of emergency has been lifted.

- A. Time elements for the Employer's or the Union's replies on grievances.
- B. Work rules and or agreements and practices relating to the assignment of employees.

The party electing to temporarily suspend any of the above conditions of the Agreement shall notify the other party in writing.

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

Upon termination of the emergency, any work rules and or agreement and practices relating to the employee assignments shall be reinstated.

## **ARTICLE 5** **GRIEVANCE PROCEDURES**

**Section 5.1.** The term grievance shall mean any dispute between the Employer and the Union, and/or any employee in the unit covered by this Agreement with respect to the interpretation, application, or a claimed violation of any express provision of this Agreement. Grievances will be settled in the following manner.

**First Step:** Employees who believe they have a just grievance shall discuss it with the Director with or without a Union representative present, as the employee may elect. However, in the event an employee elects not to have a Union representative present, the Union will be notified of its right to be present at any adjustment of the grievance. If the employee is not satisfied with the oral answer of the Director, given in the first step, the employee may process the grievance to the second step. For the purpose of the Article, "working day" and or "business days" shall mean days of the week (Monday – Friday) excluding weekends and holidays.

**Second Step:** If the employee is not satisfied with the oral answer of the Director and chooses to process the grievance further, the grievance shall be reduced to writing. The employee will have ten (10) working days from the date the grievance first occurred, or the employee's first awareness of the grievance, but not to exceed thirty (30) calendar days from the date of the occurrence, in which to submit the grievance to the Second Step. Upon receipt of the written grievance, the Director will contact the Union's Business Representative and schedule a meeting with the aggrieved party, the designated Union representative(s) and the designated representative(s) of the Employer. The time and date of the meeting will be

mutually agreed upon between the Employer and the Union. The Employer will provide a written answer to the grievant within five (5) business days after the Second Step meeting. In the event the Employer's written answer is not acceptable, the aggrieved employee has five (5) working days in which to submit the grievance to the Third Step.

Third Step: Upon submission of the grievance to the Third Step, the Employer shall schedule a meeting, date and time to be mutually agreed upon, between the aggrieved party, the designated Union representative, Business Representative, the designated representative(s) of the Employer, and the County Commissioners. The meeting with the County Commissioners shall be held in executive session. The County Commissioners and/or their designated representative will answer the grievance within five (5) working days in writing after said meeting.

Fourth Step: Arbitration. If the grievance is not resolved in the Third Step of the grievance procedure it may be appealed to arbitration. The Union shall, within ten (10) working days of the Third Step answer, make such appeal in writing to the Employer of the intent to advance the grievance to arbitration pending the approval of the Local Lodge 1349 of District 60, which may take up to thirty (30) calendar days.

In any case where either the required written notification of the Union's intent to proceed to arbitration is not received by the Employer within ten (10) working days of the Step 3 answer, or where such notification is timely received but the Union thereafter fails to contact the Employer within the next thirty (30) calendar days to begin arbitrator selection procedures, the grievance shall be deemed to have been resolved on the basis of Management's last answer and it shall not be subject to arbitration.

The Employer and the Union representative will meet for the purpose of selecting an impartial arbitrator. If they are unable to do so, a joint request shall be made to the Federal Mediation and Conciliation Service (FMCS) for a panel of nine (9) arbitrators. In the event there is a cost for the panel, the parties shall share the cost. Each party has the right to reject the first panel, but must do so within ten (10) working days of receipt of the panel. Upon notice of rejection, the parties shall each alternately strike one (1) name until but one (1) name remains, the remaining one (1) shall be designated as the impartial arbitrator. The parties shall jointly notify FMCS of their selection. The decision of the arbitrator shall be final and binding on the Union, the Employer, and the employee(s).

The cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or hearing room shall be shared equally by the Employer and the Union and paid promptly. The expenses of any witnesses shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for

such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

The arbitrator decision shall be limited to the interpretation, application, or enforcement of this Agreement. The arbitrator's decision shall be consistent with applicable law.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

**Section 5.2.** All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

**Section 5.3.** The written grievance in the Second Step shall be submitted on the grievance form approved by both parties and supplied by the Union. The grievance shall contain the following information to be considered.

- A. Aggrieved Employee's name and signature
- B. Date and time of the incident giving rise to the grievance
- C. Date and time the grievance was first discussed with the Director
- D. A statement as to the specific Articles and Sections of the Agreement violated
- E. A brief statement of facts involved in the grievance
- F. The remedy requested to resolve the grievance.

**Section 5.4.** The time limitations provided for in the article may be extended by mutual agreement between the Employer and the Union.

**Section 5.5.** When an employee covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his/her right to be present at the adjustment.

**Section 5.6.** The Union shall use a grievance form which shall provide the information outlined in Section 5.3. The Union shall have the responsibility for the duplication, distribution, and accounting of the grievance form. The approved and agreed upon grievance form appears at the end of the Agreement.

**ARTICLE 6**  
**SENIORITY**

**Section 6.1.** For the purpose of this Article, seniority shall be defined as outlined below. The exception to this is the employees who are transferred from the other agencies in the County at the inception of the agency. These employees will retain their seniority from their original date of hire at the other agencies:

- A. Full Time Seniority shall start accruing when an employee is hired at the Full Time Status and the employee has completed the required probationary period. Full time seniority shall always supersede over part time seniority.
- B. Part Time Seniority shall start accruing when an employee has completed the probationary period and is placed on the part time roster. A part time employee's seniority shall start over when the employee is hired for a full time position.
- C. In the event more than one (1) employee is hired on the same date, seniority of such employees shall be determined by the Director.

**Section 6.2.** Seniority shall govern in the cases of shift preference, hours of work, and layoff, as specifically provided elsewhere in this Agreement

**Section 6.3.** An employee shall lose all previously accumulated seniority for any of the following reasons:

- A. Retirement
- B. Resignation
- C. Discharge for just cause
- D. Layoff for more than thirty-six (36) months
- E. When leaving part-time status to accept full-time status.

**Section 6.4.** When a previous employee of good standing returns to work at Williams County Communications Agency (WCCA) within a five (5) year period from their honorable resignation, they may, at the Director's discretion, be given credit for their previous years of service at WCCA. Such credit will not, however, count towards their seniority for shift preference, hours of work, or leaves of absence.

**Section 6.5.** Employees consistently working less than forty-eight (48) hours in a six (6) month period shall be considered "casual labor" and will not accumulate any seniority. These "casual labor" employees will not be liable to pay Union dues to the International Association of Machinists and Aerospace Workers. In the event that an employee who fits into this classification changes status and begins to work more hours consistently, this person shall be

placed on the bottom of the seniority list. When this change in status occurs, this employee will begin to accrue seniority.

**Section 6.6.** The director has the right to choose shifts for those persons acting in a Coordinator capacity; superseding seniority on bidding for shifts.

## **ARTICLE 7** **LAYOFF AND RECALL**

**Section 7.1.** When it becomes necessary to reduce the number of employees, the Employer will layoff the employees in the following manner:

- A. A voluntary sign-up sheet will be posted two (2) weeks prior to the date the layoff will take effect. Senior employees who desire to take the layoff will sign the posting.
- B. In the event that no senior employees elect to take a voluntary layoff, probationary and less than full-time employees will be laid off according to seniority.
- C. In the event that there is still an insufficient number, the Employer will lay off the least senior full-time employees according to seniority.

**Section 7.2. Recalls.** Laid off employees will be placed on a recall list for a period of thirty-six (36) months. Recalls will be made in order of seniority. The Employer will attempt to contact employees on layoff by phone to notify them of their recall. If the Employer's attempt is unsuccessful by phone, the Employer will then send a certified letter return receipt requested to the employee's last known address. Employees who have been contacted by phone or certified letter will have ten (10) days to report to work, unless the employee is unable to do so for some bona fide reason or a later date for returning to work is specified by the Employer.

## **ARTICLE 8** **HOURS OF WORK**

**Section 8.1.** The workweek shall be thirty-six (36) hours, which shall consist of three (3) twelve (12) hour workdays and four (4) days off. The starting and stopping time of each shift shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of thirty-six (36) hours of work performed during the seven (7) day workweek. The workweek shall begin at 6:01 a.m. on Saturday and end at 6:00 a.m. on the succeeding Saturday.

Schedules shall be posted for bidding four (4) times a year, at which times those employees currently in the bargaining unit shall, in order of seniority, indicate their preferences of shifts per day and days per week. Bidding will be each and every three (3) months starting with the conclusion of the current scheduling period. Employees may bid on six (6) hour shifts at the discretion of the Director. Hours of work schedules shall not be changed after they have been posted and bid except by mutual consent of the parties, and any such change shall be reduced to writing. Changes in the work schedule shall not impact the normal twelve (12) hour workday or thirty-six (36) hour workweek except as mutually agreed in accordance with Section 8.3 herein.

**Section 8.2.** The Employer shall not transfer employees off their bid hour of work or days per week more than five (5) times in a six (6) month period. All other transfers will be made on a voluntary basis by seniority. In the event no employee volunteers, the least senior will be required to work on a rotating basis.

**Section 8.3. Filling of Shifts.** For the purpose of filling a shift, part time employees will be contacted first up to their part time maximum of 32 hours. Then full time employees will be contacted on the basis of seniority for overtime. If no employee volunteers to work the shift, the Employer may assign the shift as deemed appropriate. The on-duty employee shall be required to remain on duty until a replacement is obtained.

**Section 8.4. Shift Trades.** Employees will be allowed to trade shifts for the convenience of both management and the employees, providing it meets with the following criteria:

- A. The trade must not cause overtime
- B. The trade must be completed within the same seven (7) day work period
- C. A written request to trade must be submitted to the scheduler
- D. The trade must be pre-approved by the Director.

**Section 8.5.** Employees shall submit requests for time off in accordance with the applicable articles herein. The director shall not unreasonably deny requests for time off.

## **ARTICLE 9** **OVERTIME**

**Section 9.1.** Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly earnings for all hours worked in excess of forty (40) hours during the seven (7) day work period.

For purposes of determining an employee's eligibility for overtime, hours worked will include actual work hours, vacation leave, and other paid leave except sick leave or holiday pay.

**Section 9.2.** Overtime selection will be consistent with Article 8, Section 8.3, Filling of Shifts. In the event that an open shift needs filled and it has gone through the proper process outlined in Section 8.3, the Employer may staff the overtime by any means. To meet operational needs of the Department, any or all employees may be required to work overtime.

## **ARTICLE 10** **WAGES**

**Section 10.1.** Bargaining unit employees shall be paid during the term of this Agreement in accordance with the pay scales contained in Appendix B of this Agreement.

The pay scales shall be adopted on January 1 of 2012, 2013, and 2014. The wage increase shall be 0% on January 1, 2012, 0% on January 1, 2013, and 0% on January 1, 2014.

Any employees whose years of service and current wage rate are beyond the existing pay scale, shall also receive the same percentage increase as outlined above.

**Section 10.2.** Except as otherwise provided in Section 6.4 of this Agreement, new employees shall be hired at the probationary rate and shall remain at that rate until they have completed their probation period. Upon completion of the required probation period, including any authorized extension, the employee shall be advanced to the 180 day pay step. Thereafter, the employee shall advance to each succeeding pay step upon completion of each year of service with the Agency until the maximum rate on the applicable pay scale is achieved. Pay step increases shall be effective at the beginning of the pay period following the employee's anniversary date.

Any non-probationary employee moved from part-time to full-time status shall not suffer any pay loss but shall be placed on the full time scale at the first non-probationary pay step (i.e., 180 day step).

**Section 10.3.** The Employer shall determine the duties and responsibilities of each position in the bargaining unit and shall develop written position descriptions describing such positions.

Employees assigned to coordinator positions and required to rotate on-call responsibilities, in addition to performing coordinator duties, shall receive sixty cents (\$.60) per hour above the regular Communications Operator rate for such additional duties.

The Operations Coordinator shall also be required to rotate on-call responsibilities in addition to performing Operations Coordinator duties and shall receive eighty-five cents (\$.85) per hour above the regular Communications Operator rate.

**Section 10.4.** Employees will be paid a minimum of two (2) hours pay for call-ins and for all required training.

## **ARTICLE 11** **VACATION**

**Section 11.1.** Full-time employees are entitled to paid vacation leave as follows:

<u>Years of Service</u>	<u>Vacation</u>
After one (1) through seven (7) years of service	Two (2) weeks
After eight (8) through fourteen (14) years of service	Three (3) weeks
After fifteen (15) through twenty-four (24) years of service	Four (4) weeks
After twenty-five (25) or more years of service	Five (5) weeks

Full-time employees shall accumulate paid vacation leave as follows for each hour worked:

<u>Maximum Vacation Leave</u>	<u>Accrual per Hour</u>
Two (2) weeks	.0388
Three (3) weeks	.0575
Four (4) weeks	.0775
Five (5) weeks	.09625

Part-time employees are entitled to vacations on the same basis as full-time employees. Their vacation entitlement and accrual rates shall be in the same ratio to the entitlements and accrual rates of full-time employees as their scheduled hours bear to the scheduled hours of full-time employees.

Employees shall not be entitled to any vacation leave or payment therefore until they have completed their first year of service with the Employer.

**Section 11.2.** In determining the number of hours of vacation accrued, each hour in active pay status excluding extra duty hours and holiday pay will be counted as hours actually worked.

**Section 11.3.** Employees may use their vacation in minimum increments of one-half (½) their scheduled work shift. The Director may approve the use of vacation in hourly increments due to special circumstances. Employees who notify the Employer before April 1 of each year of their preference, and if approved, will have those dates tentatively locked in depending on adequate coverage being available at the time the vacation is taken. Vacation scheduled after April 1 shall be on a “first come, first served” basis by seniority. In order to maintain operational efficiency and to respond to emergency conditions, the Employer shall determine the number of employees who may schedule their vacation time off at any one time.

**Section 11.4.** Vacation leave shall normally be taken by an employee between the year and date that it is accrued and the employee’s next anniversary date of employment. The Employer may, in special circumstances, permit an employee to carry over vacation into the next year. Any such vacation carried over must be used during the following twelve (12) month period or be forfeited. The carry over of vacation time must be approved in advance and must be in response to special circumstances in a written request by the employee.

If the employee has made a concerted effort to schedule vacation time off but has been denied the opportunity to use such vacation, the employee shall be paid for the vacation at the employee’s regular rate of pay instead of forfeiting the vacation as indicated above.

**Section 11.5.** After the completion of the first year of service, employees are entitled to payment (at their current rate of pay) for any unused earned vacation to their credit at the time the employee leaves County service.

**Section 11.6.** In the event of an employee’s death, unused earned vacation leave shall be paid to the employee’s spouse and/or beneficiary at the employee’s current rate of pay.

**Section 11.7. Cancellation of Requested Vacation.** Once an employee has requested vacation leave and the leave has been approved by the Director, the vacated shift will be filled by a part-

time employee if available or posted for bid by seniority for a full-time employee. Once the vacated shift has been assigned to an employee, that employee will be responsible for working the shift. The employee who made the original request for leave will not be permitted to cancel the requested leave once it has been assigned to another employee. Employees will have seven (7) days prior to the unscheduled time off to cancel the request for leave. However, at the discretion of the Director, if an unforeseen emergency situation arises after the seven (7) day deadline, the employee may then make a request to the Director to cancel the requested leave. Cancellation of the previously requested leave after the seven (7) day deadline shall be at the discretion of the Director and not subject to the grievance procedure.

## **ARTICLE 12** **HOLIDAYS**

**Section 12.1.** The following holidays will be observed:

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

Any employee working on any of the above holidays will be paid their normal day's pay as holiday pay and time and one-half of their regular rate of pay for all hours worked. Any full-time employee not working on a holiday shall receive either (8) hours of holiday pay. Holiday pay shall not be used to qualify for overtime.

**Section 12.2.** An employee who is scheduled to work on a holiday but calls in sick, shall not be eligible for holiday pay but shall be eligible for sick pay. If the Employer has reason to believe that sick time is being abused, the Employer shall have the right to initiate corrective action and require a statement from a licensed physician verifying that the employee was unable to work.

## **ARTICLE 13** **PAID LEAVE**

**Section 13.1.** Full-time non-probationary employees shall receive two (2) paid personal leave days per contract year for the amount of hours that the employee was regularly scheduled to work on the date requested off. To use a personal leave day, the employee must submit a written request to the scheduler and obtain approval of the Director seven (7) calendar days in advance of the date requested. Paid personal leave days must be scheduled off in whole day increments.

**Section 13.2.** Full-time non-probationary employees shall be entitled to two (2) discretionary days off per contract year to be deducted from their accrued but unused sick leave for the amount

of hours that the employee was regularly scheduled to work on the date requested off. To use a discretionary day, the employee must notify the director not less than three (3) hours prior to the time such leave is to begin and obtain the Director's approval. Discretionary days can be taken in one-half (1/2) day increments. The Director may waive the three (3) hours notice requirement due to emergency situations.

**Section 13.3.** Full-time non-probationary employees shall be entitled to their birthday off with pay. If scheduled to work said day, shall be entitled to take the day off with pay or any other day during the same pay period, at the employee's discretion. If the employee has made a concerted effort to schedule their Birthday time off, but has been denied the opportunity due to scheduling, said employee shall have the opportunity to take the time off during the following pay period.

**Section 13.4.** Employees shall submit requests for personal leave or discretionary days in accordance with the applicable sections herein. The Director shall not unreasonably deny such requests for time off.

#### **ARTICLE 14** **FUNERAL LEAVE**

**Section 14.1.** For a death in the immediate family as defined below, employees will be entitled to two (2) working days off with pay to be deducted from accumulated sick leave. For the purpose of this article, the definition of immediate family shall be mother, father, spouse, child, step-child, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandparents of the spouse, legal guardian, or anyone who stands in the place of a parent. Any further time needed may be approved at the discretion of the Director and will be charged to the employee's vacation, sick time, or may be taken off as an unpaid leave of absence.

The use of funeral leave shall not affect the earning of a Wellness Day.

**Section 14.2.** For other deaths of special significance, employees may be excused for the day of the funeral, utilizing accrued sick time, vacation time, or as an unpaid leave for the day.

**Section 14.3.** Funeral leave shall be for the purpose of attending the funeral, making funeral arrangements, visitations at the funeral home, and travel time for funerals outside of Williams County.

#### **ARTICLE 15** **UNPAID LEAVE**

**Section 15.1.** Leaves of absence may be granted to an employee when in the judgment of the Employer the circumstances warrant it. Request for leave must be presented two (2) weeks prior to the beginning of the leave, in writing to the Director for recommendation and approval by the Employer.

**Section 15.2.** An employee, while on leave of absence without pay, does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in

determining the length of service for purpose of determining vacation eligibility or for other purposes where length of service is a factor.

**Section 15.3.** Employees elected to a position within Local lodge No. 1349 of the International Association of Machinists and Aerospace Workers shall be entitled to unpaid time off for the purpose of attending Union schools, councils, meetings, and conventions provided reasonable advance written notice is provided to the Employer. The Employer reserves the right to limit the number of employees who will be granted a leave at the same time in order to control the impact of such leave on the operation of the Agency. Permission for such leaves shall not be unreasonably withheld.

## **ARTICLE 16** **SICK LEAVE**

**Section 16.1.** Employees shall accumulate sick leave at a rate of .0575 hours for each hour in an active pay status including vacation and sick leave, but not including time on any unpaid leave of absence. Employees may earn up to a maximum of 120 hours per year. There shall be no maximum on the total number of hours an employee may carry over from year to year. Employees may use sick leave upon approval of the Director for absence due to personal injury, illness, exposure to contagious diseases which may be communicated to other employees, pregnancy, and/or child birth and related conditions, and due to illness, injury, or death in the employee's qualifying family.

**Section 16.2.** Sick leave shall be charged in minimum units of one-half (1/2) hours. An employee shall be charged for sick leave only for hours upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. An employee who is scheduled to work on a holiday, but calls in sick, shall not be eligible for holiday pay but shall be eligible for sick pay. If the Employer has reason to believe that sick time is being abused, the Employer shall have the right to initiate corrective action and require a statement from a licensed physician verifying that the employee was unable to work.

**Section 16.3.** If the Employer has reason to believe that sick time is being abused, the Employer reserves the right to initiate corrective action.

**Section 16.4.** When the Employer has reasonable belief of abuse, the Employer may request the employee to provide a medical certificate from their attending physician to qualify for sick time reimbursement. Falsification of the attending physician's certificate shall be grounds for corrective action up to and including dismissal.

**Section 16.5.** Employees who are unable to report to work shall be responsible for directly notifying their immediate supervisor or designee, two (2) hours prior to the beginning of the work shift. Employees will be informed of the names of the supervisors and/or designees who are to be called concerning inability to work due to illness. Employees shall be eligible for sick leave payment if they are prevented from calling prior to the shift by acts of nature or other events documented by police accident report, hospital admission, or emergency room slip.

**Section 16.6.** The parties agree that it is in their mutual interest to minimize use of sick time. The parties agree to meet to explore programs to reduce sick leave usage.

**Section 16.7.** Upon the death of an employee, unused accumulated sick leave shall be paid to the employee's estate. Payment for accumulated sick leave at the time of death shall be based on the employee's straight time hourly rate at the time of death, with one (1) hour of pay for every four (4) hours of accumulated but unused sick leave.

**Section 16.8.** The Employer shall provide Family and Medical Leave in accordance with the Family and Medical Leave Policy contained in the County Commissioners' Personnel Policy and Procedures Manual.

**Section 16.9.** In an effort to keep the use of sick leave to a minimum, a "Wellness Day" will be provided. Employees who work six (6) consecutive months without using any sick leave shall receive one (1) paid Wellness Day. The use of discretionary time as provided in Section 13.2 herein, shall not negatively affect the earning of a Wellness Day. The Wellness Day must be used by the employee within six (6) months following the date the leave was earned or such day shall be forfeited. In no case shall an employee receive a Wellness Day in the six (6) month period if an employee calls in sick. The Wellness Day shall be scheduled off in the same manner as paid Personal Leave Days in accordance with Section 13.1 herein.

## **ARTICLE 17** **DISABILITY LEAVE**

**Section 17.1.** An employee, who experiences a work-related injury or occupational illness incurred in the course of employment, which illness or injury is not the result of non-work related horseplay, and who has exhausted all available paid leave and Family Medical Leave may request an unpaid disability leave for medical reasons not to exceed six (6) months in duration. The Employer shall require a physician's statement specifying the employee's inability to report to work and a probable date of recovery to verify the necessity of such leave. The employee shall provide such medical information as soon as practicable.

The above leave may be extended for an additional six (6) months for an employee who has more that six (6) months of seniority.

**Section 17.2.** When an employee on such leave produces a certificate from a doctor indicating the date which the employee may return to work and perform the full scope of the employee's job duties, the employee shall be returned to the same or similar position. Such employee shall be returned no later than two (2) weeks after the certified date of return.

## **ARTICLE 18** **JURY DUTY LEAVE**

**Section 18.1.** Employees will be excused from work for jury duty. An employee who is called to, and reports for, panel and/or jury duty shall be compensated by the County at their straight time hourly rate for the hours they would have been scheduled for that day. The employee must

give their office prior notice for their jury duty call and pay their jury duty fee to the County Treasurer in order to receive their regular pay.

**Section 18.2.** Employees released from jury duty prior to the end of the work day must immediately call the Employer to notify the Employer of their availability to return to duty if more than two (2) hours remain in their regularly scheduled work shift.

**ARTICLE 19**  
**SEVERANCE PAY**

**Section 19.1.** Severance pay shall be provided to all employees hired before January 1, 2012, upon retirement from active service with the Agency. "Retirement" means disability or service retirement with a State Retirement System in Ohio. The maximum accumulated sick leave days that shall be paid as severance is one hundred twenty (120) days with twenty-five (25) years of service. The fraction of accumulated sick leave paid up to a maximum of one hundred twenty (120) days is based on the following scale and the number of years of service with Williams County or the State of Ohio:

**Years of Service**

Up to and including ten (10) years of service	1/4 <sup>th</sup> of accumulated time up to a maximum payment for 30 days
Ten (10) years to fifteen (15) years of service	1/3 <sup>rd</sup> of accumulated time up to a maximum payment for 40 days
Fifteen (15) years to twenty (20) years of service	1/2 of accumulated time up to a maximum payment for 60 days
Twenty (20) years to twenty-five (25) years of service	3/4 <sup>th</sup> of accumulated time up to a maximum payment for 90 days
Twenty-five (25) years or more of service	100% of accumulated time up to a maximum payment for 120 days

**Section 19.2.** Bargaining unit employees hired before January 1, 2012, who voluntarily resign from their position with the Williams County Communication Agency under honorable conditions, after completing five (5) or more years of service with the agency, shall be eligible for severance pay in accordance with the scale contained in Section 19.1 above as applied to only those sick leave hours earned while employed by Williams County. Any sick leave hours used while employed by Williams County shall be deducted from the total sick leave hours earned while working for the County, prior to computing the severance pay.

**Section 19.3.** Severance pay shall be provided to all employees hired after January 1, 2012, upon retirement from active service with the Agency. "Retirement" means disability or service retirement with a State Retirement System in Ohio. The maximum accumulated sick leave days that shall be paid as severance is one-fourth (1/4) of one hundred twenty (120) days or thirty (30) days.

## **ARTICLE 20** **INSURANCE**

**Section 20.1. Life Insurance.** Each employee shall be provided a life insurance policy of \$15,000 coverage, with the employee's option to increase the amount of coverage at the employee's cost.

**Section 20.2. Liability Insurance.** The liability insurance coverage currently in effect will remain in effect for the life of this Agreement.

**Section 20.3.** Employees and their dependents will be provided with hospital and major medical benefits consistent with other agencies in Williams County under the jurisdiction of the County Commissioners.

**Section 20.4.** In the event there is an increase in premiums over and above the current premium costs, employees shall pay, in addition to their present premium, a percentage of such increase that is equal to the percentage of the total premium they were paying prior to said increase.

## **ARTICLE 21** **PART-TIME EMPLOYEES**

**Section 21.1.** Part-time employees shall be those employees who are regularly scheduled to work thirty-two (32) hour per week or less. Part-time employees shall be eligible for the following benefits only:

- A. Vacation shall be accrued on a pro-rata basis in accordance with the Vacation Article herein.
- B. Holiday pay if scheduled to work on the holiday. Pay for time worked on a holiday shall be at time and one-half (1 ½) for any hours worked on a holiday.

**Section 21.2.** Part-time employees shall not be eligible for Employer paid health insurance under the County plan.

## **ARTICLE 22** **PROBATION PERIOD**

**Section 22.1.** Newly hired employees or those rehired after a break in continuous service shall be considered probationary employees with no seniority for the first 180 calendar days following their latest date of employment and are subject to discharge during such period at the sole discretion of the Employer without recourse to the grievance procedure or the appeal procedures

of the State Personnel Board of Review. If such employee is retained beyond the probationary period, the employee shall be considered as a regular employee eligible for benefits under this Agreement and the employee's seniority shall date back to the employee's last hiring date. Such employees shall be eligible for health insurance benefits in accordance with county policy, after thirty (30) calendar days and provided such employee works at least thirty-five (35) hours per week

**Section 22.2.** The Director may elect to extend an employee's probationary period for up to an additional sixty (60) calendar days in order to provide additional time for the Employer to evaluate the employee's abilities to adequately perform as a communications officer. The Employer agrees to meet with the Union regarding extending the probationary period.

## **ARTICLE 23** **WORK RULES**

**Section 23.1.** When the Employer establishes new or revised work rules and regulations, the Employer shall inform the Union in writing at least fourteen (14) days in advance of the effective dates except in cases where time does not reasonably permit.

Prior to implementing new or changed work rules, policies, procedures, standard operating procedures, or other changes that materially affect the wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will provide notice as required above. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that materially affects the wages, hours, or terms or conditions of employment of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 34, Duration, for any applicable succeeding agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under O.R.C. 4117, or any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the fourteen (14) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights. The Employer will also provide access to all work rules to each employee, who shall sign receipt of a copy of changes and amendments.

**Section 23.2.** Should any dispute arise from the establishment or revision of work rules, a special Labor/Management meeting shall be convened within one (1) week at the request of either party to resolve the dispute.

**Section 23.3.** If the dispute cannot be resolved and the Union alleges a violation of any expressed terms or provisions of this Agreement, the Union may appeal directly to level three (3) of the grievance procedure, and the resolution of the grievance will be based on the reasonableness of new or revised work rules.

**Section 23.4.** Unless otherwise provided above, no provision of this Labor Agreement will be modified or changed and in no case shall be binding, until both parties have reduced the change to writing and ratified it.

## **ARTICLE 24** **DRUG/ALCOHOL TESTING**

**Section 24.1.** Drug/alcohol testing may be conducted on employees based upon the following reasons:

**Reasonable Suspicion:** A trained supervisor may require an employee to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulable observations, concerning the appearance, behavior, speech, or body odor of the employee. If the employee is required to undergo testing under this policy, the employee must immediately cease to perform the functions of their duties and may not continue until the employee's alcohol concentration measures less than .02% or 24 hours have elapsed since the observation was made. The Employer may cease attempts to administer the test eight (8) hours after the observation was made.

**Post-Accident Testing:** As soon as practicable following an accident in which a fatality occurs or in which the employee receives a citation for a moving violation arising from the accident, the employee shall be tested for alcohol and controlled substances. The County shall cease attempts to administer the test eight (8) hours following the accident for alcohol and 32 hours for controlled substances.

**Return-to-Duty Testing:** Before an employee who has been found to be in violation of the prohibitions section of this policy may return to duty in a position requiring the performance of functions of their duties, the employee must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02% concentration if the offense involved alcohol and the controlled substances test must be negative if the offense involved controlled substances.

**Follow-up Testing:** When an employee has been found to be in violation of the prohibitions section of this policy and the substance abuse professional has determined that the employee needs assistance in resolving alcohol or substance abuse problems, the employee will be subject to a minimum of six (6) unannounced follow-up tests within the first 12 months as directed by the substance abuse professional.

Drug screening tests will only be order by the Employer or the Employer's *designee*.

**Section 24.2.** Employees are prohibited from engaging in the following:

- A. Reporting to duty, or remaining on duty while having an alcohol concentration of .02% or greater.
- B. Reporting to duty, or remaining on duty while using a controlled substance (including prescription drugs, unless the physician has advised the employee that the substance does

not adversely affect the employee's ability to perform their duties) or if the employee tests positive for a controlled substance.

- C. Possession of alcohol while on duty.
- D. Using alcohol while on duty.
- E. Performing work-related duties within four (4) hours after using alcohol.
- F. Using alcohol for eight (8) hours following an accident in which the employee is required to take a post-accident alcohol test or until the employee undergoes a post-accident test, whichever occurs first.
- G. Refusing to submit to a post-accident, reasonable suspicion, or follow-up alcohol or controlled substance test.

Employees are required to report the use of any prescription or non-prescription use medicines containing alcohol or which will affect job performance.

**Section 24.3.** All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA recognized certification program. The County and the laboratory shall have a clear and well-documented procedure for collection, shipment and accessing of urine specimens. The procedures utilized by the County and the laboratory shall include an evidentiary chain of custody and control. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. The procedures shall be outlined in writing and provided to the County representatives and donors.

All alcohol breath tests shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. Only EBT's shall be used along with the prescribed breath testing form.

The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used following prescribed testing procedures.

**Section 24.4.**

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm the test results were obtained using the approved protocol methods.

The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided under this Agreement may be grounds for discipline, including termination of employment.

- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and the confirmatory tests are positive, the Employer may proceed with sanctions as set forth in the article.

**Section 24.5.** Retesting Procedure:

1. If a drug screening test is positive, the employee may, upon written request at the employee's expense, have the split sample retested by a SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
3. In the event the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanction shall be imposed.

**Section 24.6.** The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

**Section 24.7.** If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program recommended by the Medical Review Officer (MRO) that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, vacation leave, and or other available leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year from the date of return. Any employee in a rehabilitation or detoxification program recommended by the MRO in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 24.8.** If the employee refuses to undergo rehabilitation or detoxification, or tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

**Section 24.9.** Costs of all drug screening test and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

**Section 24.10.** Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the employee's immediate removal from their duties and may result in disciplinary action. Refusal will be treated as a positive test and the employee will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:

1. Failing to provide adequate breath for alcohol testing.
2. Failing to provide adequate urine for controlled substance testing.
3. Engaging in conduct that clearly obstructs the testing procedure.
4. Failing to remain readily available for a post-accident test.

Employees who have been tested for alcohol with the results showing a concentration of 0.02% but less than 0.04% will not be permitted to perform work-related duties for 24 hours following administration of the test.

Information regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life and information about drug and alcohol counseling, rehabilitation and employee assistance programs is available through the department head, and will be periodically provided to the employees.

Upon written request from the employee, the County will promptly provide copies of any records pertaining to the employee's use of alcohol or controlled substances including the result of any tests. Access to this information will not be contingent upon payment for records other than those specifically requested.

## **ARTICLE 25** **PHYSICAL EXAMINATIONS**

**Section 25.1.** The Employer may require an employee to take an examination conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability of the employee to perform the essential functions of the employee's position. The cost of such examination shall be paid by the Employer.

**Section 25.2.** In the event an employee becomes unable to perform the essential functions of his/her position, even with a reasonable accommodation, and has no approved leave time or disability leave as provided in Article 17 available, the parties will utilize the disability separation process contained in Ohio Administrative Code Chapter 123:1:30, Disability Separations — Reinstatement.

**ARTICLE 26**  
**APPLICATION OF THE OHIO CIVIL SERVICE LAW**

**Section 26.1.** The Employer and the Union agree that for purposes of this Agreement, the provisions of the Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administration Services do not apply to bargaining unit employees.

**Section 26.2.** Except as expressly otherwise provided for in this Agreement, Sections 124.01 through 124.56 of the Civil Service Laws contained in the Ohio Revised Code do not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit except that complete lists of persons having passed Civil Service Examinations be provided to the Employer, when requested and available, for selection of original appointments. In accordance with the provisions of Ohio Revised Code (O.R.C.) Section 4117.10 (A), all articles listed in the table of contents of this Agreement are intended to supersede and/or prevail over any conflicting and/or additional provisions contained in the O.R.C., including but not limited to O.R.C. Sections 124.321 – 124.328, 124.39, and 325.19.

**ARTICLE 27**  
**VACANCIES**

**Section 27.1.** Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted on the bulletin board where employees' notices are usually posted and shall remain there for a period of seven (7) days. The notice shall contain a description of the position to be filled, including principal job duties, salary range (minimum to maximum), normal working hours, any special qualification required, and the normal location for reporting to work. During the posting period any eligible person, part-time, or full time, wishing to apply for the vacant position shall do so by submitting a written application to the Employer or designee.

**Section 27.2.** The Employer shall consider the following criteria in selecting the successful applicant: experience with previous employers; experience with the Williams County Communications Agency; ability to perform the work; previous work performance; records of attendance and discipline; and education and other job-related qualifications. The Employer will select the applicant who best meets the above criteria. Where qualifications and ability are substantially equal, seniority shall govern the selection. Employees granted a Coordinator position pursuant hereto shall serve a six (6) month probationary period during which they may be returned to their previous position at the discretion of the Employer, such action not being subject to the Grievance Procedure hereof. Employees during such probationary period, further, have the right to determine to return to their previous position.

**Section 27.3.** The Director reserves the right not to fill the posted position, at the Director's discretion.

## **ARTICLE 28**

### **CORRECTIVE ACTION**

**Section 28.1.** The employee may be subject to corrective action for incompetency, inefficiency, dishonesty, drunkenness, drug or alcohol abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any failure of good behavior, or any acts of misfeasance, malfeasance, or nonfeasance in office, or use of alcohol or abusive/illegal drugs while on duty, or any other just cause.

**Section 28.2.** The Employer will ordinarily follow the principal of progressive corrective action through a system of oral reprimand, suspension(s), and dismissal. However, it is also recognized that a combination of various violations by an employee, various corrective actions against an employee, or a violation of a serious nature may prompt the Employer to consider and bypass one or more of the corrective steps outlined above. The Employer shall promptly notify the Union of the action taken.

**Section 28.3.** Corrective action shall be taken with discretion, so as not to cause public embarrassment to the employee. An employee may have a Union representative present when corrective action is taken if the employee desires.

**Section 28.4.** Corrective action must be based on charges which have been presented to the employee or to a Union representative after the Employer receives knowledge of the alleged incident.

**Section 28.5.** After twelve (12) months, corrective action records which have resulted in an oral or written warning shall be disregarded in subsequent corrective action or in considering the employee for promotion, transfer, or voluntary demotion providing no intervening discipline has occurred during such time period. Upon written request by the employee, records of corrective actions may be removed from the employee's personnel file after twelve (12) months subject to any requirements of the Public Records Laws.

**Section 28.6.** After eighteen (18) months, corrective action records which have resulted in suspensions of one (1) to three (3) days shall be disregarded in subsequent corrective action or in considering the employee for promotion, transfer, or voluntary demotion provided no intervening discipline has occurred during such time period. Upon written request by the employee, these records may be removed from the employee's personnel file after eighteen (18) months subject to any requirements of the Public Records Laws.

**Section 28.7.** Corrective action records which have resulted in suspension of more than three (3) days shall be disregarded in subsequent corrective action or in considering the employee for promotion, transfer, or voluntary demotion after twenty-four (24) months, provided there have been no subsequent suspensions in the intervening period. Upon written request by the employee, these records may be removed from the employee's personnel file after twenty-four (24) months provided there have been no subsequent suspensions in the intervening period and subject to any requirements of the Public Records Laws.

**ARTICLE 29**  
**UNION REPRESENTATION**

**Section 29.1.** The Union and the Employer shall keep one another currently informed, in writing, of the names, titles, office and home addresses, and telephone numbers of those officials authorized to represent them in grievance processing and contract negotiations. No employee shall be recognized by the Employer or the Union unless his or her name appears on the appropriate roster.

**Section 29.2.** The investigation and writing of grievances and other lawful Union activities shall be conducted on non-work time unless otherwise authorized by the Employer.

**Section 29.3.** Grievance hearing will be scheduled by mutual agreement. The grievant will not suffer any loss of pay while attending grievance and arbitration hearings held during the employee's normal work hours.

**Section 29.4.** The Union agrees that no representative of the Union, whether employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees.

**Section 29.5.** Off-duty personnel and private persons on Union business are restricted from the facilities of the Agency unless access is requested twenty-four (24) hours in advance and approved by the Employer. In case of emergencies when time will not permit the required twenty-four (24) hour notice, exceptions may be made with the approval of the Employer.

**ARTICLE 30**  
**NO STRIKE/NO LOCKOUT**

**Section 30.1.** The Employer agrees not to institute a lockout of employees during the term of this Agreement.

**Section 30.2.** It is understood and agreed that the service performed by the employees included in this Agreement are essential to the health, safety, and welfare of the community. The Union, therefore, agrees there shall be no strike, work stoppage, or interruption of the work for any cause whatsoever or picketing of the Employer's premises, nor shall there be any work slowdown or interference with the services.

**Section 30.3.** The Employer may require the employees to go through picket lines of any organization to maintain services at any of its facilities after adequate arrangements have been made to protect the employee from bodily harm. Employees shall not be required to cross picket lines at any facility not being operated by the Employer.

**ARTICLE 31**  
**SAFETY AND HEALTH**

**Section 31.1.** It is agreed that safety is a prime concern and responsibility of the Employer, the employees, and the Union.

**Section 31.2.** The Employer agrees to provide safe working conditions for employees in conformance with applicable law. The Employer will attempt to correct unsafe working conditions and see that safety rules and safe working methods are followed by employees.

**Section 31.3.** The employees and the Union accept the responsibility to maintain work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known. If the employee is dissatisfied with the manner of the response, the employee may pursue the unsafe condition to the next higher level of authority.

## **ARTICLE 32** **GENERAL PROVISIONS**

**Section 32.1.** No provision of this Labor Agreement will be modified or changed and in no case shall be binding, until both parties have reduced the change to writing and ratified it.

**Section 32.2.** The waiver of, or any breach of condition of this Agreement by either party, shall not constitute a precedent in the future enforcement of all the terms and conditions of this Agreement.

## **ARTICLE 33** **SEVERABILITY**

**Section 33.1.** If any provision of this Agreement is found to be in violation of any applicable law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 33.2.** If any provision of this Agreement is found to be invalid, the parties will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

## **ARTICLE 34** **DURATION**

**Section 34.1.** This Agreement shall be effective upon signing this Agreement until December 31, 2014. Should either party desire to terminate or modify this Agreement on December 31, 2014, written notice of such intention must be given to the other party hereto no earlier than ninety (90) days prior to the December 31, 2014 date.

**Section 34.2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding and agreement arrived at the parties after the exercise of the right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior agreements or practices either verbal or written are hereby cancelled.

**Section 34.3.** The waiver of, or any breach of condition of this Agreement by either party, shall not constitute a precedent in the future enforcement of all the terms and conditions of this Agreement.

**ARTICLE 35**  
**DISPATCHER IN TRAINING**

**Section 35.1.** Individuals desiring to enter the training program will be known as Dispatchers in Training.

**Section 35.2.** Dispatchers in Training shall be employed as temporary (casual) employees for a time period not to exceed six (6) months.

**Section 35.3.** At no time will Dispatchers in Training be used to replace a full-time or part-time position.

**Section 35.4.** Dispatchers in Training shall not be included in the bargaining unit and shall be at-will employees.

**Section 35.5.** Dispatchers in Training shall be paid at a rate as determined by the Employer, but in no case shall they be paid at a rate equal to or more than a bargaining unit employee.

**Section 35.6.** Upon completion of all required training as determined by the Employer, the Dispatcher in Training shall be eligible for appointment to a part-time or full-time Communications Officer position.

**Section 35.7.** Upon appointment to a position in the bargaining unit, the employee shall be compensated in accordance with Article 10 and begin serving the new-hire probationary period, in accordance with Article 22 of the negotiated Agreement.

SIGNATURE PAGE

In witness whereof the parties hereto have caused this Agreement to be duly executed this 2<sup>nd</sup> day of February, 2012.

FOR THE WILLIAMS COUNTY  
COMMUNICATION AGENCY:

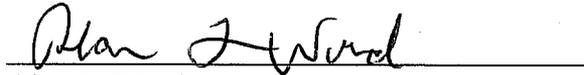
FOR LOCAL LODGE NO. 1349,  
DISTRICT NO. 57 OF THE  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS:



Brian A. Davis  
Commissioner



Michael W. Bennett  
Business Representative



Alan L. Word  
Commissioner



Barbara Spicer  
Negotiations Committee



Lewis Hilbert  
Commissioner



Sandra Munger  
Negotiations Committee



Dawn C. Baldwin  
Director



Tom Thompson  
Prosecuting Attorney



Fred J. Lord  
Management Consultant

**APPENDIX A**  
**PART-TIME EMPLOYEES**

Effective Date	Probation Thru 180 Days	After 180 Days or Training Prog.	After 1 <sup>st</sup> Anniversary	After 2 <sup>nd</sup> Anniversary	After 3 <sup>rd</sup> Anniversary
Current	9.00	12.04	12.21	12.50	12.70
1/1/2012 0%	9.00	12.04	12.21	12.50	12.70
1/1/2013 0%	9.00	12.04	12.21	12.50	12.70
1/1/2014 0%	9.00	12.04	12.21	12.50	12.70

**FULL-TIME EMPLOYEES**

Eff. Date	Probation Thru 180 Days	After 180 Days or Training Prog.	After 1 <sup>st</sup> Ann.	After 2 <sup>nd</sup> Ann.	After 3 <sup>rd</sup> Ann.	After 4 <sup>th</sup> Ann.	After 5 <sup>th</sup> Ann.	After 6 <sup>th</sup> Ann.	After 7 <sup>th</sup> Ann.	After 8 <sup>th</sup> Ann.
Current	9.00	12.70	12.98	13.51	14.03	14.56	15.11	15.63	16.19	16.70
1/1/2012 0%	9.00	12.70	12.98	13.51	14.03	14.56	15.11	15.63	16.19	16.70
1/1/2013 0%	9.00	12.70	12.98	13.51	14.03	14.56	15.11	15.63	16.19	16.70
1/1/2014 0%	9.00	12.70	12.98	13.51	14.03	14.56	15.11	15.63	16.19	16.70

# OFFICIAL GRIEVANCE FORM

## DISTRICT LODGE 60

I.A.M. & A.W. LOCAL # \_\_\_\_\_

Ref # **Nº** **3943**



Name of Employee \_\_\_\_\_ Phone No. \_\_\_\_\_

Address (including City, State) \_\_\_\_\_

Work Location \_\_\_\_\_ Date of Occurrence \_\_\_\_\_

Employer \_\_\_\_\_ Shift \_\_\_\_\_

Statement of Grievance: (PLEASE BE SPECIFIC, LIST DETAILS, ARTICLE #, WITNESSES, ETC.)

List applicable violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I authorize the I.A.M & A.W. Local Representative to act on my behalf and I certify that the information stated above is true and complete to the best of my knowledge, and ensure that compliance with the timelines of the grievance procedure has been met.

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Union Steward \_\_\_\_\_ Date \_\_\_\_\_

Signature of Employer Representative \_\_\_\_\_ Date \_\_\_\_\_

Employer response on Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was this grievance settled? Yes  No       Move to 2nd step? Yes  No       Move to 3rd step? Yes  No   
Move to 4th step? Yes  No       Move to Panel? Yes  No

Details of settlement reached: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_