



11-MED-11-1677  
1338-03  
K28549  
03/06/2012

**AGREEMENT BETWEEN**

**THE**

**LICKING COUNTY BOARD OF COUNTY  
COMMISSIONERS – 911 CENTER**

**AND THE**

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL UNION NO. 4320**

**EFFECTIVE FROM**

**DATE OF EXECUTION**

**THROUGH**

**AUGUST 31, 2014**

**SERB Case No. 11-MED-11-1677**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Title</u></b>	
1	Preamble and Recognition .....	1
2	No Strike/No Lockout .....	1
3	Contract Construction .....	2
4	Dues Deduction .....	2
5	Union Representation, Bulletin Boards .....	4
6	Management Rights .....	5
7	Scheduling of Leaves .....	7
8	Work Rules .....	7
9	Labor-Management Meetings.....	7
10	Grievance Procedure.....	8
11	Discipline Procedures and Personnel Records.....	12
12	Probationary Period .....	13
13	Seniority .....	14
14	Posting of Vacancies .....	15
15	Layoff and Recall.....	16
16	Medical Examinations, Disability Leave or Separation .....	18
17	Sick Leave.....	19
18	Funeral Leave.....	22
19	Personal Days.....	23
20	Vacation Leave .....	23
21	Holidays .....	24
22	Jury Duty/Court Time.....	25
23	Military Leave .....	25
24	Health Insurance .....	26
25	Uniforms .....	27
26	Unpaid Leaves of Absence .....	27
27	Hours of Work, Overtime .....	28
28	Wage Scale and Shift Differential .....	29
29	Duration, Entire Agreement, Subsequent Negotiations, and Waiver .....	31

## ARTICLE 1 PREAMBLE & RECOGNITION

**Section 1.1 Purpose** This Agreement is made by and between the Licking County Board of County Commissioners (hereinafter "Employer") and the Communication Workers of America, Local 4320 (hereinafter "Union").

**Section 1.2 Bargaining Unit** As certified in SERB Case No. 00-REP-04-0096, 01-REP-09-0236 and 03-REP-02-0025, the bargaining unit is as follows:

**Inclusions** The Employer recognizes the Union as the sole and exclusive representative for all employees who work full or part time in the classifications of Shift Lead/911 Dispatcher, Training Technician/911 Dispatcher, Dispatcher and Data Base Technician.

**Exclusions** All management, supervisory, confidential, seasonal, and casual employees and all others exempted from bargaining pursuant to Ohio Revised Code Chapter 4117, all other classifications not specifically listed as included.

"Part-time employees" shall be those employees working less than 40 hours per week on a regular schedule.

## ARTICLE 2 NO STRIKE/NO LOCKOUT

**Section 2.1 General Responsibilities of Parties** Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Licking County.

**Section 2.2 No Strike** The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. The Employer shall have the right to discipline employees for violation of the prohibitions contained herein, up to and including termination.

**Section 2.3** The Employer agrees that it shall not, during the term of this Agreement, lock out employees.

### **ARTICLE 3 CONTRACT CONSTRUCTION**

**Section 3.1 Conformity to Law and Amendment** If a court or administrative agency of competent jurisdiction finds any provision of this Agreement to be unlawful, such provision shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect. The parties will schedule a meeting at a mutually agreeable time, within thirty (30) days of one party's written request to the other, and bargain over the subject matter held to be unlawful.

**Section 3.2 Application of Civil Service Law** Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, civil service laws contained in Revised Code Chapter 124, sections 124.01 through 124.56, provisions of Revised Code Sections 9.44, 325.19 and 4111.03, and any other matter referenced in this Agreement shall 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 any issue or matter addressed in this Agreement or to employees in the bargaining unit whether or not specifically identified in this Agreement.

**Section 3.4 Grammar** 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 not to be interpreted to be discriminatory by reason of sex.

**Section 3.5 Amendment** No amendment to this Agreement shall be recognized unless reduced to writing and signed by the representatives of the County and the Union.

### **ARTICLE 4 DUES DEDUCTION**

**Section 4.1 Dues Deduction** The Employer agrees to deduct from the wages of any employee, who is a member of the Union, membership dues. The Union will notify, in writing, the County annually each January of any changes in the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit a written authorization for dues deductions. A one month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted to the Union to the person designated in writing by the Union, with a list of the names of employees and amount to be deducted.

Subject to (1), (2), (4), (5) and (6) in the paragraph below, any member of the bargaining unit who is not a member of the Union shall pay a fair share fee to the Union beginning sixty (60) days after the employee is hired, or beginning in the first pay period after the effective date of this Agreement, whichever is later. The Employer agrees to deduct from fair share fees in the same manner as it deducts Union membership dues. The Union shall calculate fair share fees in accordance with applicable state and federal laws.

The Employer shall be relieved from making individual dues deduction payments to the Union when a member: (1) resigns or is separated from Employer employment; (2) is laid off from employment; (3) provides written revocation of dues deduction authorization submitted by the employee to the Employer; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions; and (6) when the employee is no longer a member of the bargaining unit.

**Section 4.2 Maintenance of Membership** Members of the Union whose dues and fees are deducted pursuant to this Article may only withdraw authorization to pay Union dues or fees during the ten (10) days prior to the expiration of this Agreement. If a new collective bargaining agreement is negotiated between the Employer and Union before expiration of the current Agreement, members of the Union may withdraw authorization of deduction of dues or fees during the ten (10) days following the Licking County Commissioners' formal approval of the new collective bargaining agreement. However, if an employee resigns his or her membership during the term of this Agreement, the Employer shall continue to make the dues and fee deductions until ten (10) days prior to the expiration of the Agreement, or ten (10) days prior to the approval of a new collective bargaining agreement, consistent with the preceding paragraph. The Employer will neither encourage nor discourage employees from taking any action under this section.

**Section 4.3 Error in Deduction** It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected by adjustments to the employee's pay at the next pay period that dues would normally be deducted.

**Section 4.4 Indemnification** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or County and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the Employer all costs, fees, and attorney fees the Employer

incurs arising from such action, claim, or proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the Employer, including attorney's fees, involved in defending or responding to claims, actions, etc. regarding dues, fees, etc. collected on behalf of the Union by the Employer.

## **ARTICLE 5                    UNION REPRESENTATION, BULLETIN BOARDS**

**Section 5.1    Employee Representatives**    The Employer agrees to recognize up to three (3) employees as stewards, one of whom may be the chief steward, for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and steward of the bargaining unit and of any changes which may occur. The steward or officers shall have no authority to take any action interrupting the Employer's business. If the Employer requests or approves a request for a steward's presence at a meeting then the steward shall be considered on work time to the extent of his normal work hours but in no event will a steward receive overtime for Union business or meetings. Stewards may not use County vehicles or equipment for Union business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time. However, Union business of a de minimus nature, such as submitting grievances or attending investigatory meetings but not including investigation of grievances, may be conducted on County time. Prior to release, the employee must have supervisor approval.

**Section 5.2    Union Representatives**    The President or designee of the local Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee, which shall be subject to operational needs and not interrupt services.

**Section 5.3    Bulletin Boards**    The Employer shall provide adequate bulletin board space for use by the Union to enable members of the bargaining unit to see notices posted thereon. All notices shall be posted by an officer of the Local or his/her designee and shall relate to items of interest to the members as set forth below. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A.    Union Recreational and Social Activities;
- B.    Notice of Union Meetings;
- C.    Union Appointments to Committees;
- D.    Notice and Results of Union Elections;
- E.    Reports of Standing Committees of the Union;
- F.    Rulings or Policies of the International Union or Other Labor Organizations with which the Union is affiliated; and
- G.    Other official notices and communications of a nature similar to items A through F.

All other notices of any kind not covered by this section must receive the prior approval of the Employer. No information or materials regarding political issues, candidates, PAC's, etc. may be posted on the bulletin boards or distributed in the work place.

**Section 5.4 Internal Mail** The Union shall be permitted reasonable access to members' mailbox slots for the direct distribution to employees of materials pertaining to collective bargaining, contract administration, or other similar business germane to the Union's role as exclusive bargaining agent. The Union shall observe established departmental procedure for the distribution of all such materials.

**Section 5.5 Ballot Boxes** The Union shall be permitted to place at the Center, upon prior notification to an appropriate Center manager, a ballot box for purpose of collecting members' ballots on all Union issues subject to ballot. Any ballot box shall be removed immediately from the premises after the close of balloting. Such box shall be property of the Union and neither the ballot box nor its contents shall be subject to review by the County.

## **ARTICLE 6 MANAGEMENT RIGHTS**

**Section 6.1 General** Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the 911 Center of Licking County. The rights of the Employer shall include, but shall not be limited to its rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the 911 Center, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

**Section 6.2 Management Rights** The Employer's exclusive rights shall include, but shall not be limited to, the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign,

- schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
  - G. Determine the overall mission of the office as a unit of government;
  - H. Effectively manage the work force;
  - I. Take actions to carry out the mission of the Office as a governmental unit;
  - J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
  - K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
  - L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
  - M. The right to maintain the security of records and other pertinent information;
  - N. The right to determine and implement necessary actions in emergency situations;
  - O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
  - P. The right to determine the County goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 6.3 Reserved Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or vested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

**Section 6.4 Residual Rights** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and

specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

## **ARTICLE 7 SCHEDULING OF LEAVES**

**Section 7.1 Scheduling of Leaves** Scheduling of leaves earned or accumulated pursuant to the provisions of this Agreement shall follow the procedures set forth below. These procedures shall apply to vacation leave, personal leave, and compensatory time. Policies and procedures surrounding the issue of scheduling of leave, time off and mandation shall be an appropriate subject for labor management committee meetings.

This procedure does not apply to sick leave.

An employee may request time off (vacation, comp, personal leave) by contacting the supervisor and/or designee forty eight (48) hours in advance of their scheduled shift, but no sooner than 180 days in advance of the date requested, except for annual vacation leave requests. Leave requests are to be submitted to the supervisor and/or designee, on the forms provided by the Employer. Leave requests under this provision shall be subordinate to annual vacation leave requests.

The supervisor may approve, at his/her discretion, leave requests with less than one (1) business day notice.

Leave requests granted under this procedure may only be cancelled by the Employer for emergency reasons once approved. Leave requests may not be rescinded by the employee without approval by the Employer.

Annual vacation leave requests shall follow the Department procedures.

## **ARTICLE 8 WORK RULES**

While all parties agree and understand that not all standards of conduct are or should be reduced to writing, the Employer agrees that existing work rules, or revised or new rules as those are made, shall be made available to all bargaining unit members. With respect to the implementation of new rules or the modification of existing rules during the term of this Agreement, each party retains their respective rights and their respective obligations as set forth in O.R.C. 4117 et seq., and interpreted by the Ohio State Employment Relations Board, and the courts of the State of Ohio.

## **ARTICLE 9 LABOR MANAGEMENT MEETINGS**

**Section 9.1 Purpose** It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the Department.

**Section 9.2 Committee Composition and Meetings** For this purpose, a labor-management committee shall be established. The committee shall consist of two (2) management members designated by the Employer and up to three (3) labor members designated by the Union. The Union shall designate, in writing, annually the labor-management committee members and any changes in designees as those occur. Additional parties may attend labor-management meetings if their presence is appropriate to discuss the issue(s) raised and the other party has been notified of their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually agreed times, at intervals either party may request, but not more frequently than quarterly unless mutually agreed. Meetings shall be closed to the public. The issues to be discussed must be submitted in writing at least two (2) business days before the meeting, unless emergency circumstances prevent advance submission. In an emergency situation, the issue must be submitted as soon as possible in an attempt to address such an emergency.

The parties agree that workplace safety is a valid concern and responsibility of both parties. It is further agreed that safety issues may be raised by either party in labor-management meetings.

**Section 9.3 Matters Not Within Agreement** Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 6 herein. Decisions of the labor-management committee shall not be subject to the grievance procedure unless such decisions violate a section of this Agreement. Labor-Management meetings are not intended to be negotiation sessions to alter or amend the Agreement. The Labor-management committee members shall not have the authority to amend, modify, or waive any provision of this Agreement.

**Section 9.4 Compensation** One (1) employee representative may receive his regular compensation for time spent in labor management meetings conducted during his regular work hours. All other time spent in labor-management meetings, beyond or outside an employee's regular work hours, shall be unpaid time.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

**Section 10.1 Grievance Defined, Content, Timeline For Filing** The term "grievance" shall only mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement. Written grievances must be submitted in writing no later than fourteen (14) calendar days following the events or circumstances giving rise to the grievance.

All grievances must contain the following information:

- A. aggrieved employee's name, or names of all grievants;

- B. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- C. date and time grievance occurred;
- D. the location where the grievance occurred;
- E. a description of the circumstances or incidents giving rise to the grievance;
- F. specific provisions of the Agreement violated;
- G. desired remedy to resolve the grievance; and
- H. documentation believed to support the grievance which is readily available.

## **Section 10.2 Grievance Procedure**

**A. Step One - Immediate Supervisor/EMA Director** An employee having a grievance will first attempt to resolve it informally with his immediate supervisor. If the parties do not resolve the grievance informally, the supervisor and/or the EMA Director shall meet with the grievant within seven (7) calendar days following the submission of the written grievance.

A Union steward may accompany the grievant to the grievance meeting should the grievant request the steward's attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. Within seven (7) calendar days after meeting with the grievant, the supervisor or EMA Director shall submit to the grievant his written response to the grievant and steward. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step 2.

**B. Step Two – Human Resource Director** Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One meeting if no written response is received) he/she may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Human Resource Director. The grievant or steward shall also submit at this step any documentation believed to support the grievance. The Human Resource Director or his/her designee shall date the form; accurately showing the date his/her Office received the form.

The Human Resource Director or his/her designated representative shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance. If requested by the grievant, the steward and/or Union representative may accompany the grievant to the meeting. The Human Resource Director or his/her designee will notify the Union representative to advise him/her of the date/time/place of the Step Two meeting. If the Union representative has a conflict, the Union representative will advise the Human Resource Director and the parties will attempt to schedule a mutually agreeable time and date. Requests will not be made for the purpose of delaying the process.

Within seven (7) calendar days of the meeting at Step Two, the Human Resource Director or his designee shall submit his/her written response to the grievants and the

Union representative.

**C. Step Three – Arbitration** If the Union is not satisfied with the answer in Step Two, within fourteen (14) calendar days after receipt of the Step Two response, (or fourteen (14) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within thirty (30) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Services to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Services.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Services, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by the party, which advanced the grievance to arbitration.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the County as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the

grievance is arbitrable unless the parties mutually agree otherwise.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Services. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

**Section 10.3 Pre-arbitration Meetings** Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Union submits its written request for arbitration. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

**Section 10.4 Timeliness of Grievances** Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual agreement, in writing.

If the County raises a timeliness objection to the filing of a grievance, it agrees to meet with a Union representative to discuss the merits of the grievance. By doing so, the parties agree that the Employer does not waive any procedural or arbitrability arguments it may have. The parties agree that the issue of whether a grievance was timely filed can be appealed to arbitration.

**Section 10.5 Exclusivity** This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review and/or the Department of Administrative Services shall have no authority over matters addressed in this Agreement or subject to this grievance and arbitration procedure.

## **ARTICLE 11 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS**

**Section 11.1 Good Behavior** The tenure of every employee shall be during good behavior and efficient service. No employee shall be disciplined except for just cause.

**Section 11.2 Methods of Progressive Discipline** Depending upon the severity of the infraction, the disciplinary steps may include some or all of the following:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension (including working suspension)
4. Other Mutually Agreed Discipline
5. Discharge

In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including discharge. The Employer may place an employee on administrative leave while investigating a disciplinary matter. Dependent upon the circumstances, the discipline process shall commence within a reasonable time after the Employer has knowledge of the violation. A "policy review" with an employee is not considered to be discipline.

Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension. The Union shall be provided copies of discipline that results in loss of pay or dismissal. Discipline issued does not require the employee's signature.

**Section 11.3 Pre-disciplinary Meetings** In the event that an employee is to be given disciplinary action for behavior or conduct which warrants suspension, demotion, discharge, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Employer, or his/her designee, shall be arranged. The employee may have a union steward or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or union official. The employee may waive, in writing, the pre-disciplinary conference.

**Section 11.4 Appeals of Discipline** Employees may file grievances of discipline listed above. Such must be appealed to Step 2 of the grievance procedure within seven (7) days of receipt of notice of the disciplinary action. All other discipline is not grievable. Discipline of or removal or demotion of probationary employees may not be appealed to the grievance and arbitrator procedure. An employee may not pursue any appeal of a disciplinary action to the State Personnel Board of Review (SPBR), as the grievance-arbitration procedure is the sole remedy.

**Section 11.5 Employee Personnel Files** An employee shall have access to their personnel file with the County Human Resource Department upon reasonable notice. Inspection shall occur during the employee's non-working hours at a time and in a

manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection. A bargaining unit employee may grant to the Union, in writing, the right to review his/her County personnel file, and upon presentation of such written authorization, the County shall allow the Union the right to review the County personnel file.

Discipline shall be of no further force and effect after twelve (12) months for reprimands and twenty-four (24) months for all other discipline provided there is no intervening discipline. If there is any intervening discipline, then the record of discipline shall be maintained until there is twelve/twenty-four (12/24) consecutive months (depending on the discipline administered) where no discipline occurs.

All records of disciplinary action of no further force and effect as outlined above shall not be considered in future disciplinary action, promotional consideration or for any other purpose except that prior discipline may be used to establish that employees have been made aware of the standard of conduct expected if the Union or employee places the issue of notice of standard of conduct expected in dispute.

If a bargaining unit employee believes that his or her County personnel file includes erroneous information, or that the inclusion of certain documents or materials are inappropriate, the employee shall inform in writing the County's Human Resource Director of his/her position on the matter, including as much detail as possible. If the County agrees with the employee's claim, appropriate corrections will be made and documentation of the correction placed in the employee's County personnel file. If the County does not agree with the employee's claim, the employee may have placed in his or her County personnel file a written statement of his or her position on the issue. The County may place rebuttal material in the employee's County personnel file, a copy of which shall be provided to the employee.

A bargaining unit employee's signature on a performance evaluation shall not be construed as evidence of agreement with the contents contained therein, but only as evidence that the employee has read the document. The employee shall receive a copy of the final performance evaluation and nothing shall be added to it after receipt except by mutual agreement.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

**Section 12.1 Requirement To Serve Probationary Period** Every newly hired part-time or full-time employee a) appointed to a position in the bargaining unit, or b) changing from part-time to full-time in the bargaining unit, shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a part-time or full-time bargaining unit employee regardless of prior service with Licking County. Time spent in any other capacity than full-time shall not count toward or be credited for probationary period for full-time positions unless expressly granted, in writing, by the Employer at its discretion.

**Section 12.2 Length of Probationary Periods** The probationary period shall begin on the first day as a bargaining unit employee receives compensation from the Employer or an employee changes from part-time to full-time status or from full-time to part-time status.

Newly hired individuals accepting a full-time position shall serve a probationary period of one-hundred-eighty (180) calendar days of continuous service. Newly hired individuals accepting a part-time position shall serve a probationary period of 1040 hours of service. Employees who change from part-time to full-time status shall serve a probationary period of one-hundred-twenty (120) calendar days. Employees who change from full-time to part-time status, who did not previously serve a probationary period as a part-time employee, shall serve a probationary period of 480 hours of service.

A probationary employee who has lost work time due to any leaves, illness or injury for more than five (5) calendar days (cumulative) shall have his/her probation period extended by the length of the illness or injury.

**Section 12.3 Appeals by Probationary Period Employees** A new hire probationary employee may be terminated any time during his/her probationary period and shall have no right to appeal the termination under the grievance procedure of this Agreement or to any other forum, including but not limited to the State Personnel Board of Review. Any part-time employee changing to full-time status, full-time employee changing to part-time status, or any employee promoted to a new classification, who does not pass the probationary period shall be returned to their previous status and/or classification. If the employee files a grievance over the Employer's decision to return him/her to their previous status and/or classification, the burden shall be on the grievant to prove that the employer abused its discretion in making the decision. Said employees shall have no recourse to any other forum, including, but not limited to, the State Personnel Board of Review.

## ARTICLE 13

## SENIORITY

**Section 13.1 Accrual of Seniority** Seniority, for purposes of this contract, shall only be based on continuous, uninterrupted service with the Licking County 911 Center from their first date of work, regardless of full or part-time status. Seniority shall be applied as a determining factor only in those matters and to the extent specifically specified elsewhere in this Agreement.

**Section 13.2 Laid Off Employees** Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid-off employees shall be "frozen" as of the date of layoff unless the employee is not recalled from layoff in the recall period set forth in the layoff article.

**Section 13.3 Break in Seniority** The following circumstances shall constitute a break in seniority:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work after notice of recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Resignation when employee is not re-employed or reinstated within thirty-one calendar days; or
- G. Failure to report for work for three (3) consecutive workdays without notification to the Employer, except in case of emergency, in which case the employee is responsible to provide as much notice as possible, as practicable.

**Section 13.4 Posting of Seniority List** The Employer shall post, at least once every twelve (12) months, a seniority list. Employees may, within fourteen (14) calendar days of the posting, submit a written challenge to the list to the Employer stating reasons why the employee believes the list to be inaccurate. A copy of the seniority list will be mailed to the Union.

**Section 13.5 Tie Breaker on Seniority List** If two (2) or more employees have the same amount of accrued seniority, the employee with the highest last four (4) digits of their social security number shall be considered the senior employee.

**Section 13.6 Prior Time** The parties agree and understand that the seniority list for employees includes time served by employees prior to commencement of employment by the County for only those employees who transitioned to the County 911 Center from the City of Newark 911 unit on September 1, 1999.

## **ARTICLE 14 POSTING OF VACANCIES**

**Section 14.1 Vacancy Defined** A vacancy occurs when the County intends to fill an existing full-time bargaining unit position or when the County intends to create a new position within the bargaining unit. It is the policy of the County, when filling vacancies in the bargaining unit, to give all qualified applicants consideration and the opportunity to apply for vacant positions. Nothing in this Article shall be construed as limiting the Employer's authority to employ persons from outside the Department. An assignment is not considered a vacancy.

**Section 14.2 Criteria for Selection** Criteria to be utilized in reviewing qualified applicants shall include the applicant's previous work record, job performance, experience, qualifications and attendance. Each of these factors is not necessarily given equal weight. Vacancies shall be filled with the most qualified candidates as determined by the Employer. If qualifications are equal, the senior employee shall be appointed to the position.

**Section 14.3 Notice of Vacancy** When it is determined that a vacant position is to be filled, a notice of vacancy shall be posted for at least five working days county-wide. The notice shall include the classification, the rate of pay for the position, and where possible, a description of the duties of the position.

**Section 14.4 Applications** Persons wishing to apply for the posted vacancies shall file their applications during the posting period. The County shall not be required to consider applications received after the posting period.

Employees desiring the opportunity to be considered for vacant positions must apply, in writing, for vacancies. Employees must keep their personnel files current with any information, which would reflect their skills and abilities. Employees desiring consideration of additional information (e.g. education, training, experience) must submit such with their application for a vacancy.

**Section 14.5 Testing Methods** The Employer shall determine the method(s) for testing or review of applicants for vacant positions.

**Section 14.7 Notice to Applicants** Once the selection has been made, the Employer will notify all applicants in writing of the selection.

**Section 14.8 Vacancy** When the Employer determines, pursuant to the provisions of this Article, that a vacancy exists as defined in section 14.1, and the position is to be filled, the Employer will consider written requests of interested full-time employees, which requests will indicate their desire to be considered for the vacant position. Requests will be received and maintained by the supervisor through December 31<sup>st</sup> each year. After utilizing this procedure to make one position assignment, the Employer may make any further assignments related to the vacancy. If qualifications between interested full-time employees are equal, seniority shall determine who received the assignment. Qualifications, as used in this Section, refer to an employee's skills, knowledge and experience needed for the position (as determined by the Employer), the employee's performance, and work record.

## **ARTICLE 15 LAYOFF AND RECALL**

**Section 15.1 Reasons For Layoff And Notification Of Layoff** The provisions of Revised Code Section 124.321 through 124.328 shall not apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or work, abolishment of positions, reorganization, or other justified reason. The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs and the layoff process.

**Section 15.2 Layoff and Period of Recall** The Employer shall determine in which

positions layoffs will occur. Employees shall be laid off in the inverse order of seniority within the classification, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off, with part-time employees being laid off before full-time employees. The Employer may retain a maximum of six (6) part-time positions in the event of a layoff. Full time employees may bump into a part-time position or elect to be laid off. Employees who previously served in a position in the bargaining unit may displace a less senior employee in the bargaining unit. Displacement rights of an employee displacing into the bargaining unit will be determined on the length of service the displacing employee had in the bargaining unit except part-time employees cannot displace full-time employees. Laid off employees shall have the right to recall to a position in their former classification for a period up to eighteen (18) months from date of layoff.

**Section 15.3 Recall Notification** The Employer shall provide written notice of recall to the affected employees of the employees' last known address. It shall be the responsibility of each employee to keep the Employer informed of his/her current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from or modification of their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

**Section 15.4 Time Limits for Recall and Return From Layoff** The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights to a position in their former classification provided they have maintained any necessary certifications for the classification.

**Section 15.5 Probationary Period** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat their probationary period.

**Section 15.6 Appeal** Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.



for a period not to exceed six (6) months, subject to approval by the Employer, at its discretion, and subject to the following provisions:

- A. The employee shall apply for such leave, in writing, to the Employer,
- B. The employee shall submit a physician's report with his or her application, including a statement regarding the nature and length of the disability, and
- C. The employee shall submit to the Employer a physician's statement of release for work before returning to work.

The Employer may require an examination at the time of the request for leave and/or the time of the request to return from leave. If the employee fails to return from the disability leave, the employee will be deemed to have separated from employment.

**Section 16.9 Disability Separation, Return From Disability Separation** If an employee exhausts available paid leaves or refuses and/or exhausts unpaid leave or is not granted unpaid leave, the Employer shall place the employee on disability separation. Disability separation may be for duty or non-duty disabilities. If, within two (2) years on disability separation, the employee is certified as being able to return to work by a physician of the Employer's choice the employee shall be returned to a vacant position in their classification. If the employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer.

**Section 16.10 Displacement of Replacement Employees** In the event an employee returns from disability separation or from paid leave or unpaid leave, and another employee has been assigned to the position of the returning employee, the least senior employee in the bargaining unit, in the same status (full-time or part-time) as the returning employee, may be laid off. The laid off employee shall have recall rights consistent with Article 15, however notice provisions contained in Article 15.1 shall not apply to the laid off employee. The displaced employee will have no right to grieve her/his displacement.

## **ARTICLE 17**

### **SICK LEAVE**

**Section 17.1 Sick Leave Accrual, Payment** All full-time and part-time employees shall accrue sick leave at a rate of 3.1 hours for each completed 80 hour pay period, or prorated amount, to a maximum of 3.1 hours per pay period, for hours in active pay status. All sick leave will be paid at the employee's current base rate of pay.

**Section 17.2 Sick Leave Usage** Sick leave will be charged in minimum units of one-quarter hour/fifteen (15) minutes. An employee will be paid for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings, or a maximum of eighty (80) hours per pay period, or hours scheduled, whichever is less.

Sick leave shall be granted upon approval of the responsible supervisor for the following reasons: personal illness, pregnancy or related condition, child birth, injury, exposure to a contagious disease which would be communicable to other employees, or due to illness or injury, in the employee's immediate family or medical, dental, or optical examinations. For family member illness, pregnancy or related condition, childbirth, or injury the employee's presence must be medically necessary. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions related thereto during the post-natal period, that the presence of the employee is necessary to care for the employee's wife and family.

**Section 17.3 Requests For Sick Leave** The employee shall furnish the Employer a standard written signed request on forms supplied by the Employer, to justify the use of sick leave. The payment of sick leave is contingent upon the approval of such statement by the Employer. The exact nature of the cause of sick leave request must be explained by the employee. At the discretion of the Employer, if the employee is absent more than two (2) days and requests sick leave, a doctor's statement may be required.

If an employee is expected to be absent for more than three (3) consecutive work days (on either paid sick leave or unpaid leave of absence) the employee shall submit a written statement from their medical practitioner for the leave request to be considered. The required statement shall specify the reason for the length of the anticipated absence and the expected date of return to work of the employee.

**Section 17.4 Reporting Illnesses** Employees will be required to report illness according to Department rules.

Sick leave used at the beginning of a shift shall be no less than two (2) hours unless used for a doctor's appointment. Employees shall not use sick leave to cover tardiness or for purposes other than those set forth in Section 17.2.

**Section 17.5 Immediate Family** For purposes of this Article, immediate family is defined as spouse, child (including step child, child for whom employee is legal guardian), parent (and loco parentis), or parents-in-law, or sibling. The employee must be the responsible caregiver for the family member.

**Section 17.6 Sick Leave Abuse** Sick leave is granted by the Employer in order to prevent undue hardship to the employee. It is not to be considered as or used as personal days or vacation time. Sick leave may be used only for the purposes stated in this Article. Any abuse of sick leave, including falsification of sick leave records, or violation of policies established by the Employer, or any patterned use of sick leave may result in disciplinary action as provided in Article 11. A regularly scheduled course of medical treatment or appointments for the employee pre-approved by the Employer, which is verified by a physician, and which cannot be scheduled outside of regular working hours shall not be deemed a "patterned use." Employees shall make reasonable efforts to schedule doctors/dentist, etc. appointments outside regular work hours.

Employees failing to comply with sick leave rules and regulations will not be paid and may be subject to progressive discipline pursuant to Article 11.2. Application for sick leave with intent to defraud, including by means of falsification or dishonesty, may result in discipline, up to and including dismissal subject to the discipline provision, Article 11, and refund to the County of salary paid during such sick leave. All sick leave is subject to verification even if approved by a supervisor. Any such leave protected by the Family and Medical Leave Act (FMLA) shall not be considered sick leave abuse.

Sick leave abuse may be indicated by any or all of the following:

- a. Excessive use of sick leave within a twelve (12) month period which has not been substantiated by a physician's or other licensed health care provider's statement;
- b. Use of sick leave as soon as it has been credited to an employee's sick leave balance;
- c. Consistent use of sick leave on the same day of the week;
- d. Consistent use of sick leave on the day(s) before and/or after regularly scheduled days off, holidays or vacations.
- e. Falsification or misrepresentation of the reason(s) for an employee's absence;
- f. Low sick leave balances in relation to an employee's length of service;
- g. Being in unpaid status for whole or part of a day which absence is not covered by the FMLA; and

The utilization of vacation time in lieu of sick time.

**Section 17.7 Amount of Sick Leave Conversion at Retirement** An employee, at the time of retirement from active service with the County, shall be paid one-fourth (1/4) of the value of his or her earned but unused sick leave credit. The maximum of such payment, however, shall be for thirty (30) days, or 240 hours.

**Section 17.8 Qualifications for Retirement Conversion** To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the County, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

**Section 17.9 Request for Retirement Conversion** Eligible employees retiring from active service shall request such payment in writing in order to initiate the payment process.

**Section 17.10 Conversion on Death of Member** Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be

eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 ORC, or paid to the employee's estate.

**Section 17.11 Annual Conversion of Sick Leave** Employees who use 24 (twenty-four) hours or less of sick leave in the year beginning with the first full pay period in December each year and continuing until the beginning of the first full pay period of the following December will be eligible for annual sick leave conversion. Such employees may convert, on a 2 for 1 basis, up to 40 (forty) hours of accumulated, unused sick leave. That is, an employee who uses 24 hours or less for the preceding 26 pay periods may convert each December to a lump sum cash payment up to 40 (forty) hours of sick leave to 20 (twenty) hours pay. Employees must submit their request for annual conversion of sick leave in writing, on a form provided by the Employer by December 20 of each year. Payment shall be made by the Employer no later than the second pay period in January. Employees must be employed by Licking County for the entire 26 pay periods to be eligible for the annual conversion. Employees shall be paid at the rate of pay in effect at the time they elect their conversion.

## **ARTICLE 18 FUNERAL LEAVE**

**Section 18.1 Funeral Leave for Nuclear Family Members** In the event of a death in the nuclear family of an employee, the employee shall be granted up to three (3) days to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The nuclear family members are the employee's spouse, parent, child, stepchild, grandchild, sibling, parent-in-law, stepparents and grandparents.

**Section 18.2 Funeral Leave for Extended Family Members** In the event of a death in the extended family of an employee, the employee shall be granted one (1) day to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. An employee may use one (1) day of vacation leave in connection with the death of an aunt or uncle from the date of death through the date of the funeral, provided notice is given as soon as possible.

**Section 18.3 Use of Sick Leave** In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nuclear family to carry out responsibilities relative to the funeral, the employee may use up to two (2) days of accumulated, unused sick leave. Such request shall be submitted on a leave request form to the employer. Sick leave approved for use for bereavement shall not count toward the occurrences for sick leave use.

## **ARTICLE 19 PERSONAL DAYS**

**Section 19.1 Personal Leave** In addition to any vacation or holidays, each full-

time employee will receive twenty-four (24) hours of leave, paid at the member's regular rate of pay, each calendar year and such leave shall not be deducted from their sick leave balance. When employees are originally employed, they shall be granted six (6) hours for each complete quarter remaining in the calendar year they are originally employed to a maximum twenty-four (24) hours.

In addition to the twenty-four (24) hours referred to above, any full-time, non-probationary employee who uses twenty-four (24) hours or less sick days in the year beginning with the first full pay period in December each year and continuing until the beginning of the first full pay period the following December, exclusive of sick days used in conjunction with leave covered by the Family and Medical Leave Act, shall receive eight additional hours that may be used in the following calendar year.

**Section 19.2 Use of Personal Days** Personal days off may be taken at any time of the year. Vacation and personal days off may be taken separately or in conjunction with each other. Personal days off must be used in the year that they are earned and will not accumulate. Personal leave days not scheduled or converted at year-end shall be forfeited. Requests must be in increments of at least six (6) hours, at the beginning or end of an employee's scheduled shift. Scheduling of personal days shall not result in overtime.

**ARTICLE 20 VACATION LEAVE**

**Section 20.1 Vacation Leave Accrual** Each full-time and part-time employee, after one (1) year of service, is eligible to receive a vacation. Vacation time accrued is based on length of service, with Licking County, the State, or any political subdivision of the State of Ohio and is as follows:

<u>Years of Service</u>	<u>Hours Earned Each Year</u>	<u>Hours Earned Bi-weekly (Max)</u>	<u>Max Accrual</u>
After 1 year of service	80	3.1	240
After 8 years of service	120	4.6	360
After 15 years of service	160	6.2	480
After 25 years of service	200	7.7	600

Any full-time employee who worked less than the normal work schedule for any given bi-weekly pay period will only accumulate vacation time in proportion to the hours actually paid. Part-time employees shall accrue vacation leave at the accrual rate prorated to their hours in active pay status each pay period. It will be the responsibility of each employee to submit verification of prior service and service credit will not be credited or vacation leave earned until the employee submits verification of prior service, such credit will then be used prospectively following the date verification is received by the Employer.

The maximum vacation balance that any employee may maintain is equal to three (3) times his/her annual accrual rate based on the amount set forth above as the annual hours earned. No accumulation will occur when an employee has reached their maximum accumulation.

**Section 20.2 Conversions** Any employee who separates from his/her employment with the County and who has accrued unused vacation at the time of separation shall be paid for such at their current base rate of pay.

In the event of the death of an employee who has, at the time of death, accrued unused vacation, such vacation time will be paid to the employee's estate and at the rate of pay in effect at the time of death.

## **ARTICLE 21 HOLIDAYS**

**Section 21.1 List of Holidays** Full time employees in active pay status shall receive eight (8) hours of pay for each of the following paid holidays:

- |     |                         |  |
|-----|-------------------------|--|
| 1.  | New Year's Day          | (1 <sup>st</sup> day of January)       |
| 2.  | Martin Luther King Day  | (3 <sup>rd</sup> Monday of January)    |
| 3.  | President's Day         | (3 <sup>rd</sup> Monday of February)   |
| 4.  | Memorial Day            | (Last Monday in May)                   |
| 5.  | Independence Day        | (4 <sup>th</sup> day of July)          |
| 6.  | Labor Day               | (1 <sup>st</sup> Monday in September)  |
| 7.  | Veterans Day            | (11 <sup>th</sup> day of November)     |
| 8.  | Thanksgiving Day        | (4 <sup>th</sup> Thursday of November) |
| 9.  | Last Friday of November | (Day after Thanksgiving)               |
| 10. | Christmas Day           | (25 <sup>th</sup> day of December)     |

**Section 21.2 Holidays Observed/Paid** Full-time employees who are not assigned to 24-hour operations shall be scheduled off and paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above during the pay period in which the holiday falls.

Employees who are scheduled to work on a holiday will be paid holiday pay only if they actually work on the holiday. Employees who are absent and not excused on the last scheduled work day before and/or the first scheduled work day after the holiday shall not be paid holiday pay. Employees who are on a previously approved (prior to the holiday) paid leave such as vacation leave, personal leave, or pre-approved sick leave shall use leave based on the type of leave they are on, sick leave for sick leave, vacation for vacation and so on and shall not receive the holiday pay.

**Section 21.3 Premium Pay On Holidays** Employees who are assigned and work a holiday shall be paid straight time and one-half (1-½) for all hours worked on the holiday in addition to receiving their eight (8) hours of holiday pay. This provision shall not

result in pyramiding of overtime.

## **ARTICLE 22 JURY DUTY, COURT LEAVE**

**Section 22.1 Jury Duty/Court Leave** An employee while serving on a jury or subpoenaed to testify in court on their regular scheduled work shift in any court of record will be paid at his hourly rate of pay for each of his scheduled work hours during the period of time served. All monies received as a result of such jury duty shall be turned over to the County Treasurer's Office prior to receiving regular pay. Hours spent on jury duty or on court leave on the employee's scheduled work shift shall be considered as time worked for overtime purposes. In order to be paid for time spent in jury duty or on court leave, the employee must present his/her summons or subpoena to his/her supervisor as soon as possible after the employee receives the summons.

Any employee dismissed from court or jury duty for any one day, or portion of a day, is expected to report to work for the balance of his/her normal scheduled time. Court leave will not be granted to an employee when the court case heard is in connection with an employee's personal matters.

## **ARTICLE 23 MILITARY LEAVE**

**Section 23.1 Military Leave** All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the state and federal militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties for the period of their annual leave for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. Payment for such annual leave shall be in accordance with applicable State or Federal Laws. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. All other military leaves or "call-ups" shall be in accordance with applicable State or Federal Laws.

## **ARTICLE 24 HEALTH INSURANCE**

**Section 24.1 Medical Insurance** The Employer shall provide group medical, dental and life insurance coverage for each eligible employee as available for County employees as defined in the County plan. It is agreed and understood that the schedule of benefits for employees shall be as set forth for all other County employees on the Licking County Health Plan, including eligibility, all conditions and payments specified or required by individual carriers/providers of the health insurance plan and changes in insurance

carriers/providers.

It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, 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 (where applicable).

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

**Section 24.2 Premiums** Employees shall contribute to the Licking County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

**Section 24.3 Flexible Spending Account** Furthermore, the parties understand that under the Licking County Health Plan, the County may provide flexible spending account credits for each employee who elects to participate in the Licking County Health Plan. It is understood and agreed that the flexible spending account may change from plan year to plan year. No amount remaining in the account at the end of the year may be paid to the employee in cash. It is understood that employees are subject to the flexible spending account policies and procedures for use, crediting, and disbursement of their flexible spending account.

**Section 24.4 Waiver of Coverage** An employee who provides satisfactory proof of coverage under another insurance plan may waive both medical and dental coverage of the Licking County Health Plan. An employee who waives coverage will receive the amount established annually by the Licking County Health Plan.

## **ARTICLE 25**

### **UNIFORMS**

**Section 25.1 Uniform Items** The Employer shall issue to new employees the following uniform items:

4 shirts

All uniform items issued by the Employer are, and will remain, the property of the County.

**Section 25.2 Uniform Replacement and Return** Employees (except those in probationary period) may request in January and July each year, subject to approval, or the Employer may direct the replacement of any uniform items. When replaced, the old item shall be submitted to the Employer.

**Section 25.3 Return of Uniforms at Separation** At any separation of employment, all uniform items and all items bearing the insignia or markings of the County are to be returned to the Employer.

**Section 25.4 Professional Appearance** Employees may wear khaki pants or jeans that are neat and presentable with no holes or stains with the uniform shirts provided.

## **ARTICLE 26 UNPAID LEAVES OF ABSENCE**

**Section 26.1 Purpose** Leave of absence without pay may, at the Employer's discretion, be granted for any legitimate purpose subject to approval, including but not limited to, the following:

- A. To further a member's education. (Ordinarily such a leave will be granted only if the leave will directly benefit the County as well as the individual and provided the member agrees to return to County employment for a specified period of time after such leave.)
- B. To attend funerals not covered by paid leave.
- C. For other reasons approved by the EMA Director/designee

**Section 26.2 Procedure** A member desiring to apply for a leave of absence without pay should submit an application to the Employer outlining the reason for the request.

**Section 26.3 Conditions** All such leaves will be given in writing. The length of and other conditions of each leave granted will be determined by the facts and circumstances of the case. Unless otherwise addressed in the Agreement, all fringe benefits cease while a member is on leave without pay.

**Section 26.4 Return From Leave** Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

**Section 26.5 Cancellation/Expiration of Leave** If it is found that leave is not actually being used for the purpose which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty upon expiration of the leave, or within three (3) days of notification of cancellation of a leave of absence, shall be just cause for removal.

**ARTICLE 27**

**HOURS OF WORK AND OVERTIME**

**Section 27.1 General Provisions** Overtime work is expensive, and should be kept to a minimum. Any employee working on overtime pay must have express prior approval by supervisory personnel. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services or from establishing the work schedules of employees. This Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to establish schedules or require overtime.

**Section 27.2 Work Schedule** Work schedules for full-time employees other than 911 dispatchers will be arranged by the Employer so that the scheduled work week will normally consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off (or alternate schedules which would provide a forty (40) hour work week or an eighty (80) hour pay period). Work schedules for 911 dispatchers will be arranged by the Employer so that their schedule will normally consist of eighty hours within a pay period. This may include twelve (12) hour work days. Part-time employees shall not have a regular work week, day, shift, or schedule, but instead shall work on an as-needed basis, as established by the Employer. The Employer shall designate the start of the workweek and workday.

**Section 27.3 Shift Assignments** Shift assignments shall be in accordance with departmental procedures. Shifts shall be filled with the most qualified employee as determined by the Employer. If qualifications are equal, the senior employee shall receive the shift preference.

It is understood and agreed between the parties that the inclusion of a reference to the departmental procedures is not intended to incorporate the procedure into the contract. If changes are to be made to the departmental procedures such changes shall be made in accordance with Article 8, Work Rules.

**Section 27.4 Payment of Overtime** All members shall be paid 1.5 times their base rate for overtime worked. Overtime shall be paid for those hours actually worked in excess of forty (40) hours in a seven (7) day work period. In calculating hours worked in any work week, time spent on vacation leave, compensatory time, holiday hours if the employee is released from work on the holiday, funeral leave, personal days, jury leave, and court leave shall be considered hours worked.

**Section 27.5 Compensatory Time** Full-time employees may elect to take compensatory time off in lieu of pay. Compensatory time will be used at a rate equal to overtime pay. Total compensatory time accumulated may not exceed eighty (80) hours in a one hundred eighty (180) day period. At the end of each calendar year, all unused compensatory time will be converted to cash. If compensatory time is chosen the employee/supervisor must notify the supervisor prior to the preparation of the payroll,

which includes the overtime hours.

**Section 27.6 Overtime Assignments** Overtime assignments shall be in accordance with departmental procedures.

**Section 27.7 Remedy for Missed Overtime** The remedy for a missed opportunity for overtime is that the next overtime opportunity will be offered to the qualified employee.

**Section 27.8 Lunches and Break Periods** Employees may take one (1) one-half (1/2) hour lunch period and up to two (2) fifteen (15) minute breaks. Scheduling lunches and breaks are subject to the workload. Employees must respond to emergency calls when on any break.

**Section 27.9 Call - In Pay** Call-in occurs when a supervisor specifically requests a member of the bargaining unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion of the regular day's work, but before he is scheduled to return to work.

When a member is engaged in a call-in, he will be paid a minimum of two (2) hours pay at his regular rate or for the actual hours worked at the applicable rate, whichever is greater.

**ARTICLE 28 WAGE SCALE AND SHIFT DIFFERENTIAL**

**Section 28.1 Wages** The hourly wage rates for the employees of the bargaining unit are set forth below. Shift Lead/911 Dispatchers shall receive \$.70 per hour over and above the Step 4 - 30 months rate of a 911 Dispatcher. The position of Training Technician/911 Dispatcher shall receive the same rate of pay as a Shift Leader/911 Dispatcher plus shift differential. The classification of Data Base Technician shall be reduced in pay to \$1.00 less per hour than the Step 4 30 months rate of the 911 Dispatcher Classification. The Data Base Technician shall receive the 911 Dispatcher rates when fulfilling the duties of a dispatcher in the 911 Center.

	<b>Step 1 Probationary</b>	<b>Step 2 6 months</b>	<b>Step 3 18 months</b>	<b>Step 4 30 months</b>
<b>First full pay period</b>				
<b>January 2012: 2%</b>	<b>\$16.12</b>	<b>\$16.96</b>	<b>\$17.85</b>	<b>\$18.78</b>
<b>First full pay period</b>				
<b>January 2013: .5%</b>	<b>\$16.20</b>	<b>\$17.05</b>	<b>\$17.94</b>	<b>\$18.88</b>
<b>First full pay period</b>				
<b>January 2014: .5%</b>	<b>\$16.29</b>	<b>\$17.14</b>	<b>\$18.04</b>	<b>\$18.98</b>

These steps are calculated on the following formula. Annual wage increases between the years are calculated by adding the increase to the top step. Each step is then calculated as 95% of the next higher step (e.g. step 3 is 95% of step 4, step 2 is 95% of step 3, and step 1 is 95% of step 2.)

**Compensation for Performance**

In addition to the wage rates in the above scales employees are eligible to earn compensation in either or both categories as follows:

**Category A: Lack of Active Discipline**

	<b>% of wage increase</b>	<b>Standard to be met</b>
2013	.5%	No active discipline in his/her personnel file
2014	.5%	No active discipline in his/her personnel file

**Category B. Performance Appraisal**

	<b>% of wage increase</b>	<b>Standard to be met</b>
2013	.5%	Achieving all 4's and/or 5's on the Licking Co. Performance Appraisal
2014	.5%	Achieving all 4's and/or 5's on the Licking Co. Performance Appraisal

**Lump-sum Payment**

Full time employees will receive a one-time lump-sum payment of two hundred dollars (\$200.00) in the paycheck to be issued on January 13, 2012. Part-time employee will receive a one-time lump-sum payment of one hundred dollars (\$100.00) in the paycheck to be issued on January 13, 2012.

**Section 28.2 Step Progression** Employees shall proceed through the steps in the wage scale for their classification beginning the first day of the first full pay period following the service time requirements for each step. It is understood and agreed that the service time for step progression shall only include the time served by the employees with the 911 Center in the classification provided a newly hired employee with prior service comparable to the job duties of 911 Center bargaining unit employees may, at the Employer's discretion, be placed at a step rate higher than the probationary rate (but not higher than the 30 month rate) taking into account a portion of his or her prior comparable service.

**Section 28.3 Shift Differential** In addition to their regular hourly rate of pay, employees shall receive shift differential in the amount of \$.30 per hour for employees who work 7PM-7AM.

**ARTICLE 29 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER**

**Section 29.1 Duration** The provisions of this Agreement unless otherwise provided for herein, shall become effective upon execution by the parties, and shall remain in full force and effect until 11:59 p.m., on August 31, 2014.

**Section 29.2 Subsequent Negotiations** If either party desires to modify or amend this Agreement, it shall give written notice of such intent to the other party no earlier than one hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notice shall be by certified mail with return receipt requested.

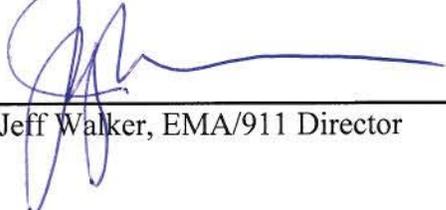
**Section 29.3 Entire Agreement** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities 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, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

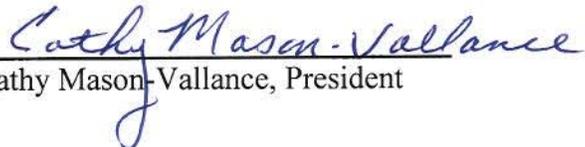
**In the event the work schedule of the 911 Center reverts to the eight (8) hour schedule that was in effect prior to the implementation of the provisions of this Memorandum of Understanding, the following Articles; 19.2 – Use of Personal Days, 27.2 – Work Schedule, 28.1 – Wages and 28.3 – Shift Differential, shall also revert to the original contract language in the contract that was set to expire on August 31, 2010.**

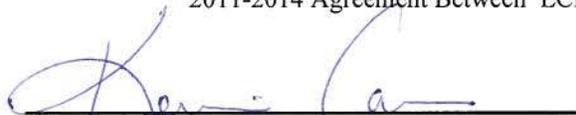
In witness whereof the parties have heretofore affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2011.

FOR LICKING COUNTY 911:

FOR CWA, Local 4320

  
\_\_\_\_\_  
Jeff Walker, EMA/911 Director

  
\_\_\_\_\_  
Cathy Mason-Vallance, President

  
Kevin Carver, Deputy Director/911 Center

  
Terri Coe, Deputy Director/Administration

  
Steve Little, Director Human Resources

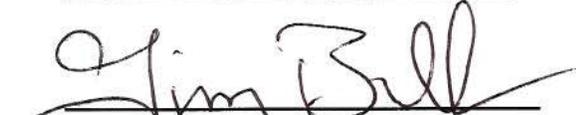
  
Sheila Myers, Claims Specialist

UNION BARGAINING TEAM

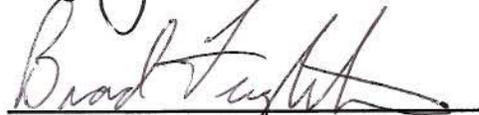
  
Todd Swinehart

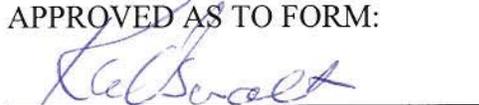
  
John Wieber

LICKING COUNTY BOARD  
OF COUNTY COMMISSIONERS

  
Tim Bubba, Commissioner

  
Doug Smith, Commissioner

  
Brad Feightner, Commissioner

APPROVED AS TO FORM:  
  
Ken Oswald, Prosecuting Attorney

**Memorandum of Understanding**

Between

The Licking County Commissioners EMA/911 Center

And

The Communications Workers of America and it's  
Local Union 4320

Whereas;

The parties have met in good faith to reach a new collective bargaining agreement between the parties and;

Whereas;

Many issues have been debated and resolved, the issue of cameras in the 911 Center have been the subject of much prior discussion;

Therefore be it resolved between the parties that;

Effective with the signing and the ratification of this agreement the parties agree to remove the cameras from within the 911 Center dispatching area.

It is further understood cameras are and will still be utilized for building security.

FOR THE UNION:

FOR THE EMPLOYER:

Cathy Mason-Vallance

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature]

**Memorandum of Understanding**

Between

The Licking County Commissioners EMA/911 Center

And

The Communications Workers of America and it's  
Local Union 4320

Whereas;

The parties have met in good faith to reach a new collective bargaining agreement between the parties and;

Whereas;

Many issues have been debated and resolved, the issues of call-ins and call-offs have been and remain to be the subject of much of the discussion;

Therefore be it resolved between the parties that;

For a trial period **of up to** one (1) year the parties agree to the implementation of a mandation policy that has been proposed by management in an effort to resolve the call-in and call-off problems.

That policy will be a mandatory topic for discussion at regularly scheduled Labor-Management Committee Meetings during that year. The policy will be reviewed at the end of that year to determine changes or if the policy should be continued or discontinued at that time.

During this same trial period **of up to** one (1) year referred to above, management will institute an on-call process to include a sign-up sheet, by seniority and availability. Employees will **volunteer to** sign up to be "on-call" meaning when they are called they **WILL** be available and they **WILL** report to within one (1) hour of the call. In exchange management will pay one (1) employee ten dollars (\$10) per twelve (12) hour shift or twenty dollars (\$20) per 24-hour period for being on call.

It shall be the employee's responsibility to sign up for and monitor their on-call status as well as to record it on their timesheet appropriately.

This practice will also be a mandatory topic for discussion at regularly scheduled Labor-Management Committee Meetings during that year. The practice will be reviewed at the end of that year to determine changes or if the practice should be continued or discontinued at that time.

FOR THE UNION:

Cathy Mason Vallance  
[Signature]

FOR THE EMPLOYER:

[Signature]  
Steve Jones

Cathy Mason-Vallance

Ken Coe

*[Handwritten signature]*

Ken Coe

Date: \_\_\_\_\_

Date: \_\_\_\_\_