

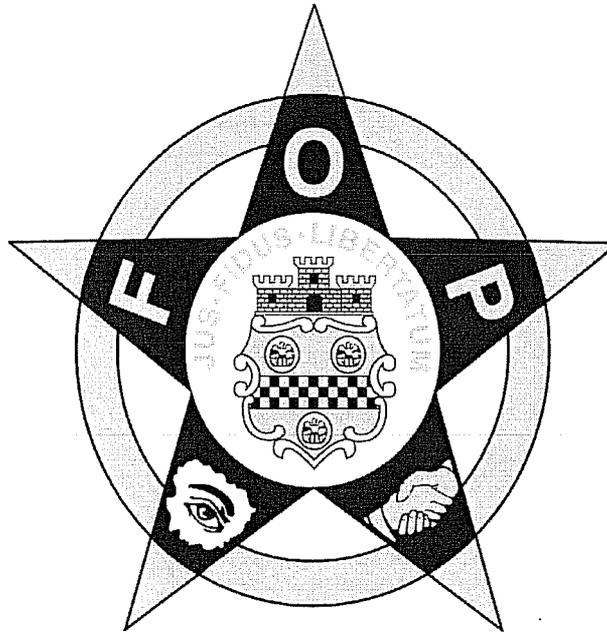


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AGREEMENT BETWEEN
THE GALLIA COUNTY 911
COMMUNICATION CENTER

AND

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



SERB Case No. 2013-MED-10-1344

Effective January 1, 2014 to December 31, 2016

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ARTICLE 1 **AGREEMENT**

Section 1.1. Purpose. This Agreement, entered into by the Gallia County 911 Communication Center, hereinafter referred to as the "Employer," "Director" and/or "County," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council" or the "Union," has as its purpose the following:

- A. To promote cooperation, and orderly, constructive, harmonious relations between the Employer, its Employees, and the Labor Council.
- B. To comply with the requirements of Chapter 4117. of the Ohio Revised Code, and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those Employees included in the Bargaining Unit as defined herein.
- C. To prevent interruptions of work and interference with the efficient operation of the Gallia County Emergency Communications Center.
- D. To establish a procedure for the peaceful resolution of grievances.

Section 1.2. Modification of Agreement. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.3. Savings Clause. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

Should any portion of the Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 2 **RECOGNITION**

Section 2.1. Recognition. The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time Employees that have been certified by the State Employment Relations Board in Case No. 97-REP-11-0311 as certified on April 16, 1998.

Unit A: Dispatchers

Section 2.2. Exclusions. All positions and classifications not specifically established herein as being included in a Bargaining Unit shall be excluded from currently established Bargaining Units.

Section 2.3. New Positions. In the event that a new position is created within the Gallia County Communications Center, the Director shall determine whether the new position will be included in or excluded from the Bargaining Unit and shall so advise the Labor Council. If there is any dispute as to the Director's determination of Bargaining Unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented followed by an appropriate petition to the State Employment Relations Board. If the parties still do not agree, the Director may implement his or her determination, subject to challenge by the Labor Council through the State Employment Relations Board.

The Director shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any Employee during the length of this Agreement with the purpose of eliminating such Employees from the Bargaining Unit.

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

Section 3.1. Labor Council Dues Deduction. The Labor Council will notify the Employer annually of the dues it charges and will update this information as needed.

The Employer agrees to authorize the Auditor to deduct membership dues for Members who have completed sixty (60) days of their new-hire probationary period. Dues shall be deducted the first pay period each month from the pay of any Employee in the Bargaining Unit who has authorized the same in writing.

Section 3.2. Payment to the Labor Council. All dues collected under this Article shall be paid within thirty (30) days to the Fraternal Order of Police, Ohio Labor Council, at 222 East Town Street, Columbus, OH, 43215-4166.

Section 3.3. Membership Cancellation.

- A. A Member may withdraw authorization for dues deduction by directing a request in writing to the Employer and the Labor Council.
- B. Dues deduction shall cease upon the happening of any of the following events:
 - 1. resignation or discharge of the Employee;
 - 2. transfer of the Employee from the Bargaining Unit;
 - 3. expiration of this Agreement; or
 - 4. submission of a written request pursuant to the paragraph A.
- C. No other Employee organization's dues shall be deducted from the pay of any Bargaining Unit Member during the life of this Agreement.

- D. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Employee, or the Union arising from deductions made by the Employer pursuant to this Article, except the non-payment of funds deducted from the Employee's pay.

Section 3.4. Fair Share Fee.

- A. As a condition of employment, sixty (60) days following the beginning of employment, full-time Bargaining Unit Employee, both present and future, who is not or does not become a Member of the Ohio Labor Council during the term of this Agreement shall pay to the Labor Council, through payroll deduction, a fair share fee for the duration of this Agreement. This provision shall not require any Employee to become or remain a Member of the Ohio Labor Council nor shall the fair share fee exceed the dues paid by Members of the Ohio Labor Council in the same Bargaining Unit. The Labor Council will notify the Employer annually of the amount of the fair share fee it charges and will update this information as needed.
- B. If an Employee challenges the propriety of the Labor Council's use of the fair share fee deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117 .09(C).
- C. The Labor Council shall defend, and save the Employer harmless against any and all claims, demands, suits, other forms of liability which may arise out of, or be by reason of action taken or not taken in, fulfilling the obligations imposed on the Employer under this Section, except for failure to forward deducted fees. All fees deducted by the Employer from the pay of the Employee shall be forwarded to the Labor Council pursuant to Section 3.2.

Section 3.5. Maintenance of Dues. Present Members and Members who subsequently complete dues deduction authorization cards will have their dues deduction continued for the term of this contract or for any extension of this contract, subject to the membership cancellation provisions in this Article. The Employer will deduct dues for all Members on active pay status. Should a Member not be on active pay status, the Employer will re-institute the dues deduction within thirty (30) days of the Employee's return, including but not limited to, reinstatement, return from leave, disability, separation, and layoff.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Management Rights. Except as specifically limited by this Agreement, the Employer reserves and retains the right and authority to determine matters of inherent managerial policy, which includes but are not limited to, areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer.
- B. To determine the standards of services to be delivered.

- C. To determine the overall budget.
- D. To determine how technology may be utilized to improve the Employer's operations.
- E. To determine the Employer's organizational structure.
- F. To direct, supervise, evaluate, or hire Employees.
- G. To maintain and improve the efficiency and effectiveness of the Employer's operation.
- H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted.
- I. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain Employees.
- J. To determine the adequacy of the work force.
- K. To determine the overall mission of the Department as a unit of government.
- L. To effectively manage the work force.
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

ARTICLE 5
NONDISCRIMINATION AND GRAMMAR

Section 5.1. Nondiscrimination. Neither party will discriminate for or against any Bargaining Unit Employee on the basis of age, ancestry, sex, race, color, religion, national origin, disability, military status, genetic information, and affiliation or non-affiliation with the Labor Council.

ARTICLE 6
LABOR COUNCIL RELEASE TIME / UNION BUSINESS

Section 6.1. Labor Council Representative. The Employer agrees to recognize two (2) Employee Labor Council representatives, for the purpose of conducting Labor Council business as related to this Agreement. The Chair of the bargaining committee is the highest ranking official in the Bargaining Unit. The Chair will be permitted time off as set forth below during the work week to attend to Labor Council and Agreement matters within his or her capacity. During such service in this post, the Labor Council official shall continue entitlement to wages, fringe benefits, seniority accrual, and all other benefits allowed a Bargaining Unit Member as though he or she were at all times performing job-related duties.

Except as follows, the Employer will grant up to eight (8) hours per month for Labor Council activities. Time not used in a preceding month may be carried over for a maximum accumulation of sixteen (16) hours. Time in excess of eight (8) or sixteen (16) hours as

appropriate shall not be compensated. In unusual situations which require extra time in excess of eight (8) or sixteen (16) hours per month, the parties mutually agree to discuss the efficacy of granting additional compensable time for such Labor Council business. Based on operational needs, the Employer retains the right to adjust or alter schedules or assignments to assure adequate staffing during blocks of Union release time.

Section 6.2. Conditions of Release. During his/her term in office, the Labor Council official shall continue to be required to report daily to the supervisor at the start of his/her assigned shift. The Union official shall be required to apprise the supervisor of his/her whereabouts at all working times while performing the duties allowed by this Article.

The Bargaining Committee Chair and/or the alternate may be granted time off, with notice to the supervisor, to attend Labor Council related activities which can only be performed during normal work hours. Any Labor Council activity, which can reasonably be expected to be performed during non-work hours shall be performed during non-work hours.

Abuse of granted time off may be subject to disciplinary action.

Withholding of requested time off shall automatically extend any time limits affected by an equivalent period of time.

The Labor Council official will be required to cease or forego any of the activities allowed by this Article, upon the direction of his supervisor, for the purpose of assisting in emergency conditions. Except for an emergency situation, sufficient time to perform Labor Council business will not be unreasonably limited by the supervisor or the Employer, nor will the Labor Council official devote unnecessary Employer-paid time to these functions. None of the duties of the Labor Council official described in this Agreement may be conducted on Employer-paid overtime hours.

In the absence of the highest ranking Member of the Bargaining Unit, the designated alternate shall be entitled to all privileges set out in this Section.

The Labor Council will notify the Employer, in writing, of the names of all representatives of the Bargaining Unit and any changes which may occur.

Section 6.3. Convention/Seminars. The Labor Council representative or designee shall be allowed two (2) days off with pay in order to attend the annual State Convention/Seminar. Such release time shall be requested seven (7) days in advance of the posting of the schedule in which the day involved occurs. The Director shall not withhold permission for the utilization of release time allowed by this Section except in the event of an emergency. The Director may utilize part-time or voluntary workers to cover such absences.

Section 6.4. Bulletin Board. The Employer shall provide bulletin board space for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices on the bulletin board which Employees may read when reporting to or leaving their work stations, or during their free time. Any notice or literature posted does not require prior approval of the Employer.

The Labor Council agrees that notices shall be Labor Council-related and no notices will be placed on the bulletin board which contain:

- A. personal attacks upon any County Employee;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on any other Employee organization;
- D. any obscene material;
- E. ethnic material; or
- F. political material.

At the discretion of the Director said bulletin board material shall be removed if it is deemed to contain material outlined above. Disagreements associated with removal of bulletin board material shall be addressed at the next Labor-Management meeting and/or through the grievance procedures.

Section 6.5. Ballot Box. The Labor Council shall be permitted, upon prior written notification to the Director, to place a ballot box at a mutually acceptable location for the purpose of collecting Members' ballots on all Labor Council issues subject to ballot.

Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the Employer's review. Such balloting shall not interfere with work activities.

Section 6.6. Place for Meetings. Meetings of the Committees of the Labor Council will be permitted on County property when and where work is not interrupted by such meetings. The supervisor can interrupt such Committee meetings in the event of an emergency.

Section 6.7. Non-Employee Representative. Upon prior reasonable notification, Staff Representatives of the Labor Council shall be permitted to visit the work areas, upon prior reasonable notification, for the purpose of determining whether provisions of the Agreement are being observed, to attend meetings between the Employer and the Labor Council, and to consult with the Committee Chairman and/or the Wage and Grievance Chairman, provided it does not interfere with the operational needs of the Gallia County Emergency Communications Center.

The Labor Council shall be permitted to make contact with or telephone an Employee at the workplace, provided it does not interfere with the operation of the Gallia County Communications Center and provided there is no expense incurred by the Employer.

ARTICLE 7

NO STRIKE / NO LOCKOUT

Section 7.1. Intent. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the Employer and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Gallia County.

Section 7.2. No Strike. The Labor Council agrees that neither it, its officers, agents, representatives, or any Employees covered by this Agreement will authorize, instigate, cause,

aid, condone, or participate in any strike or work stoppage for the duration of this Agreement, provided the Employer is not in violation of Section 7.3 of this Article. The Employer agrees to notify the Labor Council by telephone of any strike-related activity.

Section 7.3. No Lockout. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of Members of the Labor Council as a result of a labor dispute with the Labor Council, provided the Labor Council Members are not in violation of Section 7.2 of this Article.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. Purpose. The Employer, the Labor Council, and the Bargaining Unit recognize that, in the interest of effective personnel management, a procedure is necessary whereby Employees can be assured of a prompt, impartial, and fair processing of their grievances.

Every Employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal.

It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 8.2. Grievance Defined. A grievance shall be defined as any dispute that arises between an Employee and management with respect to the interpretation or application of this Agreement, or the rights, obligations or liabilities of the parties pursuant to this Agreement.

This grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein. The Bargaining Unit Employees waive any right to appeal to, or review by the State Personnel Board of Review regarding the terms of this Agreement.

A newly hired probationary Employee may be disciplined or terminated any time during his or her probationary period and such discipline or termination shall not be appealable through the grievance procedure of this Agreement.

Section 8.3. Qualification. A grievance can be initiated by the Labor Council or any aggrieved Bargaining Unit Member or group of Members.

Section 8.4. Jurisdiction. Nothing in this Grievance Procedure shall deny Employees any rights available at law to achieve redress of their Constitutional rights. However, the Grievance Procedure shall generally be considered the sole remedy.

Bargaining Unit Members must exhaust available remedies prior to resorting to any quasi-judicial proceedings provided by law or administrative regulation.

Section 8.5. Representatives. The Employees designated in Article 6, Section 6 shall be the appropriate grievance representative. From among these grievance representatives, the Labor Council may appoint a Chair and one (1) alternate. The Labor Council shall notify the Director in writing of the names of the Grievance Chair and one (1) alternate within thirty (30) days of their appointment.

The authorized functions of the Grievance Chair, and the named alternate who shall serve as Grievance Chair in the absence or unavailability of the Grievance Chair, shall include the following:

- A. representing the Employee in investigating and processing grievances;
- B. replacing a grievance representative who is absent or unavailable;
- C. general supervision and coordination of grievances in process on behalf of the Labor Council and of grievance representatives; and
- D. act as liaison between the Employer's representatives and the Labor Council on matters concerning grievances and this Agreement.

The Grievance Chair shall be released from his or her normal duties, upon approval of the supervisor, to participate in the aforementioned duties without loss of pay or benefits, when such duties can only be performed during his/her normal work hours, subject to limitations set forth in Article 6, Section 6.2. Such approval will not be unreasonably withheld. The withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his or her grievance or have it heard.

The Grievance Chair shall notify the supervisor in advance of such duties.

Section 8.6. Administration of Grievances. The following procedures shall apply to the administration of all grievances filed under this Article:

- A. All written grievances shall include:
 - 1. the name of the grievant;
 - 2. the identity of the provisions of this Agreement involved in the grievance;
 - 3. the alleged events or condition giving rise to the grievance;
 - 4. a general statement of the grievance; and
 - 5. the redress sought by the grievant.
- B. Each decision shall be transmitted to the grievant in writing. All appeals shall be rendered in writing at each step of the Grievance Procedure.
- C. If a grievance affects a group of Employees it shall be identified as a group grievance and one (1) Employee, either the Grievance Chair or OLC Associate shall carry the grievance through the process.

- D. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance from discussing the matter informally with any appropriate Member of the Administration and having said matter informally adjusted without the intervention of the Labor Council, provided that the adjustment is not inconsistent with the terms of this Agreement.
- E. A grievant may, at his or her discretion, be accompanied at all steps of the Grievance Procedure by a representative of the Labor Council, however, the Employer shall attempt to notify the Labor Council of a grievance filed by a grievant who does not desire to be accompanied by a Labor Council representative.
- F. Witnesses for either party may be requested to attend any step of this procedure except the informal step. If the witness is an on-duty Employee, such Employee may be called without loss of pay.

Section 8.7. Time Limits. Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be calendar days and shall be the maximum.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on a basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the Administration's decision on a grievance within the specified time limits shall cause the grievance to automatically proceed to the next step.

Section 8.8. Grievance Procedure.

A. Informal Procedure:

An Employee having an individual grievance will first attempt to resolve it informally with his or her immediate supervisor. Such attempt at informal resolution shall be made by the Employee within ten (10) calendar days following the occurrence of the events or circumstances giving rise to the grievance or within ten (10) calendar days of when the events or circumstances should have become known to the Employee.

Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit may not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing if denied. If a supervisor grants the grievance at the verbal levels, written acknowledgment of granting such grievance shall be furnished. If the Employee is not satisfied with the oral and written response from the immediate supervisor, which shall be given within ten (10) calendar days of the submission of the grievance at this step, the formal steps may be pursued.

B. Formal Procedure:

Step 1: Director:

1. Should the Employee not be satisfied with the informal answer within ten (10) calendar days thereafter, he or she may appeal the grievance to Step 1 by delivering a copy of the grievance form and any pertinent documents to the office of the Director. The Director (or representative) shall date the form, accurately showing the date his or her office received the form.
2. Within ten (10) calendar days of his receipt of the grievance form, the Director, (or designated representative) for this purpose, shall investigate the grievance and shall, schedule and conduct a meeting to discuss the grievance with the Associate and/or the Employee. The Employee may bring the appropriate grievance representative(s) to the meeting. The Director and the Employee may bring any appropriate witnesses.
3. In the meeting called for at this Step, the Director, (or representative) designated for this purpose, shall hear a full explanation of the grievance and the material facts relating thereof.
4. Within ten (10) calendar days of the meeting in this Step, the Director shall submit to the Grievance Chairman or Chief Associate and the Employee his written response to the grievance.

Step 2: Arbitration:

1. If the grievant is not satisfied with the disposition of the grievance at Step 1, the Labor Council may move for a hearing before an arbitrator. The notification for arbitration shall be made within twenty-one (21) calendar days following either the receipt of the disposition of the grievance or the lapse of time in which the disposition should have been received under Step 1, whichever occurs first.
2. Within twenty-one (21) calendar days of the request for arbitration, the parties will request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators (National Academy Certified and Ohio only) and, within twenty-one (21) calendar days of receipt of the list, will choose one (1) by the alternate striking method. The cost of obtaining a panel shall be borne equally by the Employer and the FOP/OLC.
3. Either party may reject a panel of arbitrators. A panel rejection may be exercised only once by each party on the same issue. The party rejecting the list shall pay for the cost of a new list.
4. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make

any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

5. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted.
6. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grievance, on the grounds that the matter is nonarbitrable 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 grievance, will be heard on its merits before the same arbitrator.
7. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
8. An Employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of the witnesses shall be made in good faith.
9. The arbitrator's decision and award will be in writing and delivered as soon as possible from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, except as is reviewable by provisions of the Ohio Revised Code.

Section 8.9. Miscellaneous.

- A. In the event the Labor Council determines, at any level of the Grievance Procedure, that a grievance should not be carried further, the grievant may continue the procedure on his or her own.
- B. Any Employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any Step to lapse without further appeal.
- C. No Employee may be represented in this Grievance Procedure by any union organization other than the Fraternal Order of Police, Ohio Labor Council, Inc., or its affiliates.
- D. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an Employee participated in this procedure.
- E. The forms for processing grievances shall be made available through the FOP/OLC, Inc.

ARTICLE 9
DISCIPLINE AND INVESTIGATIONS

Section 9.1. Internal Investigations.

- A. Criminal Charges: Any Employee who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of his/her constitutional rights in accordance with the law.
- B. Disciplinary Charges: The Employee shall be informed of the nature of the investigation prior to questioning. Any time an investigation concerning an Employee occurs wherein disciplinary action of record (suspension, reduction, or removal) will or may result, the Employee will be notified when he or she is first questioned that such result is possible.
- C. Requirement to Answer Questions: Before an Employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, the Employee shall be advised that such conduct, if continued, may be the basis for such a charge. During interviews where an action of record may occur, if an Employee desires, he/she shall be given a reasonable opportunity to be represented by appropriate Labor Council representative and/or an attorney before being required to answer questions; or provide a written statement.
- D. Time and Conditions of Questioning: Any interrogation, questioning, or interviewing of an Employee will be conducted at hours reasonably related to the Employee's shift, preferably during, or immediately after to the Employee's working hours, unless the situation dictates otherwise. Interrogation sessions shall be for reasonable periods of time, and allowance shall be made during such questioning for rest periods and attendance to other physical necessities.
- E. Tape Recording: Either party at their sole discretion may tape record any internal interview after notifying the other party.
- F. Complaints: Any person wanting to file a complaint against an Employee shall be required to reduce the complaint to writing and sign and date the complaint. The Employer shall inform the complainant that any complaint that is filed, which after investigation is found to be untruthful, shall be forwarded to the Employee, who has the right to seek appropriate legal remedies.
- G. Anonymous Complaints: When any anonymous complaint is made against an Employee, the Director (or designee) may investigate, and if there is no corroborative evidence, the complaint shall be clarified as unfounded and no action will be taken.
- H. Access and Disclosure: Any Employee, who is charged with violating Department rules and regulations; will be provided with copies and full disclosure access to transcripts reports, records, lists, written statements, and tapes pertinent to the case at the time he receives notice of the charges.

- I. Notice to Employee: Any Employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall be completed within thirty (30) workdays of the complaint.
- J. No Coercion or Threats: The Director shall not, in the course of an investigation, obtain evidence through the use of threats or coercion. The Director (or designee) shall advise the Bargaining Unit Member that any refusal to answer questions after being ordered to do so may lead to additional charges of insubordination with appropriate related discipline.
- K. Mechanical Methods: The Employer will not use a polygraph instrument or other mechanical or chemical means to investigate the truth of statements made by Employees without written consent of the Employee.

Section 9.2. Disciplinary Procedure.

- A. Just Cause: Discipline will be for just cause and normally will be progressive in nature and aimed at improving the Employee's performance or conduct. However penalties shall and can be adjusted to fit the violation or conduct so long as they are not indiscriminately applied.
- B. Progressive Nature: Normal progressive discipline shall consist of cautioning and counseling, written reprimand, short term suspension, and either a long term suspension, demotion, or discharge. However, the Employer may take corrective action deemed necessary by the circumstances on a case-by-case basis.
- C. Hearing Required: The Employer agrees not to suspend, demote, or discharge an Employee without first conducting a hearing. This hearing is to be held between the Employer, the Employers' representative, the Employee, and a Labor Council representative, if the Employee so desires. The Employee will receive a written statement of charges prior to the hearing. Hearings, where practical shall be conducted at hours reasonably related to the Employee's shift, such as during, immediately before, or immediately after the Employee's working hours, except where the situation dictates otherwise. Either party may continue a pre-disciplinary hearing for up to seventy-two (72) hours or any mutually agreed time.
- D. Initiation of Grievance: Written reprimands (up to step 1), suspensions, demotions, or discharges are subject to the Grievance Procedure and such grievances shall begin at the formal level. When cautioning and counseling is used as a basis for further discipline, such reprimand is considered reopened and subject to the Grievance Procedure.
- E. Conduct of Discipline Procedure: The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner.

ARTICLE 10
PERSONNEL FILE

Section 10.1. Personnel File. There may be only one (1) official personnel file maintained by the Employer.

Section 10.2. Review of Personnel File. Every Employee shall be allowed to review his or her personnel file at any reasonable time upon written request. An Employee may also authorize his or her attorney or O.L.C. staff representative to review the personnel file. Such request shall be made to the Director and review of the file shall be made in the presence of the Director or designated representative.

Except for supervisory and administrative personnel with legitimate need to know and administrative agencies or courts of competent jurisdiction which have subpoenaed them, personnel files shall not be made available for review by anyone except as required by law.

Section 10.3. Copying. Any Employee may copy documents in his or her file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual cost.

Section 10.4. Inaccuracies. If, upon examining his or her personnel file, an Employee has reason to believe that there are inaccuracies in documents contained therein, the Employee may write a memorandum to the Director explaining the alleged inaccuracy. If the Director concurs with the Employee's contentions, the Director shall remove the faulty document. If the Director disagrees with the Employee's contention, the Director shall attach the Employee's memorandum to the document in the file and note thereon his or her disagreement with the memorandum's contents.

Section 10.5. Employee Signature. An Employee's signature on a document shall mean he or she has seen the document and not agreement with its content unless it is so stated on the document.

Section 10.6. Duration of Records.

- A. **Written Reprimands:** Records of written reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- B. **All Other Discipline:** Records of discipline of any other kind shall cease to have force and effect twenty-four (24) months from the date of issuance providing there are no intervening disciplinary actions taken during that time period. Outdated records shall, upon the request of the Employee, be removed from the personnel file.

Section 10.7. Disaffirmance of Discipline. In any case in which an action of record is disaffirmed, the Employee's personnel file shall clearly reflect such disaffirmance and the material removed.

Section 10.8. Application of Law. The parties hereby agree that this Article shall be applied in compliance with ORC Section 149.43, the Ohio Public Records law.

ARTICLE 11

LABOR-MANAGEMENT MEETINGS

Section 11.1. Meetings. In the interest of sound Labor-management relations, the Labor Council and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined Section 11.2 below. Normally, meetings held pursuant to this Article may be once every four (4) months unless matters of urgent nature require additional meetings. In the absence of issues the parties are not obligated to meet. Matters of urgent nature which have not been previously addressed in a Labor-Management meeting may necessitate the need for additional meetings. However, the non-requesting party may reasonably deny the request for the additional meeting. The parties are not required to meet on a quarterly basis and this is not the intent of this language. If neither party calls for a labor management meeting, such will not be scheduled.

Section 11.2. Participants. No more than two (2) Employee representatives of the Labor Council, and two (2) representatives of the County, shall be permitted to attend such meetings. The Employee representatives are those chosen according to Article 6 of this Agreement. The parties may mutually agree to increase the number of representatives attending such meetings, and one of those may be the Labor Council Staff Representative.

Section 11.3. Agenda. The party requesting the meeting shall furnish an agenda and the names of those people who will be attending, in addition to the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. discussion of the administration of this Agreement;
- B. notification to the Labor Council of changes made by the Employer which may affect Bargaining Unit Members;
- C. discussion of grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- D. dissemination of general information of interest to the parties;
- E. provision to the Labor Council representative of the opportunity, to share the views of its Members and/or make suggestions on subjects of interest to its Members;
- F. discussion of ways to improve efficiency and work performance; and
- G. consideration and discussion of health, safety, and training matters.

Section 11.4. Attendance/Reports. Labor Council Employee representatives attending Labor-Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the Employer's regularly scheduled hours of work.

Written responses promised by the Employer to issues raised by the Labor Council during such meetings will be submitted to the top Labor Council representative who attended such meeting within two (2) weeks after such meeting, unless the parties mutually agree otherwise. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 12 **SENIORITY**

Section 12.1. Seniority List. Seniority means an Employee's length of continuous total accumulated full-time service with the Gallia 911 Center. Accumulation of service will start on the date of hire and will continue, provided there is no break in service. If a break in service occurs, seniority will begin on the most recent date of hire. A seniority list for the Bargaining Units shall be kept by the Employer and shall be updated as necessary. A copy shall be available for inspection in a location designated by the Director.

Ties in seniority shall be broken by placing the names of Employees in question in a container and having the Employees present during a drawing. When the seniority of more than two (2) Employees are in question, the order that the names are drawn will determine the order of seniority.

Section 12.2. Break In Service. A break in service with the Gallia 911 Center is defined as:

- A. resignation of employment;
- B. discharge for just cause;
- C. retirement;
- D. a period of one (1) year during which the Employee is not on the 911 roster, scheduled to work, or called in for service; and
- E. a layoff for greater than twenty-four (24) months.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. Layoff Notification. When the Employer determines that a layoff or job abolishment is necessary due to lack of work or lack of funds, the Employer will notify the affected Employees at least thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council, the impact of the layoff on Bargaining Unit Employees.

Section 13.2. Layoff. The Employer shall determine in which classification layoffs will occur and layoffs of Bargaining Unit Employees will be by seniority. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of Employees who are to be laid off.

All temporary, intermittent, part-time, or seasonal Employees shall be laid off prior to any Bargaining Unit Employees, and in no case shall such non-Bargaining Unit Employees be used in such a manner as to affect a functional layoff by denying Bargaining Unit Member work to Bargaining Unit Members.

Section 13.3. Recall. When Employees are laid off, the Employer shall create a recall list. The Employer shall recall Employees from layoff as needed. The Employer shall recall such Employees according to seniority, beginning with the most senior Employees and progressing to the least senior, up to the number of Employees to be recalled. An Employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of the layoff. The recalled Employee prior to returning to Gallia County 911 employment, shall complete a dispatch refresher course designated and paid for by the Employer.

When the Employer recalls persons from the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Section 13.4. Recall Notification. Notice of recall shall be sent to the Employee, by certified mail, with a copy to the Labor Council. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the Employee.

All Members of the Bargaining Units with recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, seasonal or new Employees may be hired, rehired, or recalled in the Department.

Section 13.5. Time Limits. The recalled Employee shall have fifteen (15) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work. The Employee shall have up to fifteen (15) calendar days following the date of the Employer's notification to the Employee in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 13.6. Meeting to Avoid Layoff. The Director and the Union may negotiate to reduce the regular workweek or find any mutually acceptable method to avoid a layoff of any full-time Employee due to a financial shortfall in the department budget, after the steps in Section 13.1 have taken place.

Section 13.7. Certification and Training after Layoff. Any necessary retraining or certification requirements after layoff shall be the total responsibility of the Employer.

ARTICLE 14 **PROBATION**

Section 14.1. Initial Probation. Employees hired by the Employer shall serve a probationary period of one (1) year beginning on the date of full-time hire. With proof of prior experience to the Director, and successful completion of a minimum of one hundred twenty (120) days of probation, at any time after the one hundred twenty (120) day minimum but prior to the one (1) year, the Director at his or her sole discretion may declare the probationary period completed.

The Director will communicate to the Employee and the OLC in writing that the Employee has completed probation. In the event of a layoff, probationary Employees shall be laid off before any permanent Employee in the classification to which the probationary Employee is assigned.

Section 14.2. Promotional Probation. Any Employee who is promoted shall serve the same probationary period in the new position as a new hire. If the Employee's performance in the new position is unsatisfactory, the Employee shall be returned to his former classification without loss of seniority. An Employee may voluntarily return to his or her former position without loss of seniority during this probationary period.

Section 14.3. Probation After Recall. Recalled Employees shall not serve a probationary period upon reinstatement, except that Employees serving a probationary period at layoff shall be required to finish such probationary period.

ARTICLE 15

RULES, REGULATIONS, AND ORDERS

Section 15.1. Rules, Regulations, and Orders. The Employer agrees that current rules, regulations, and orders of the Gallia County Emergency Communications Center shall be furnished to all Members of the Bargaining Units in written form, within ninety (90) days of the effective date of this Agreement if an Employee does not already have them.

To the extent possible, the Director agrees that amendments to orders, rules, or regulations shall be posted (with a copy provided to the Labor Council representative) in written form fourteen (14) days in advance of their implementation. The Labor Council or any Members of the Bargaining Unit may request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The Employer will keep a standard operating procedure manual in a central place within the Department. As new policies, procedures, and orders are created, copies of them will be provided to each bargaining unit member and added to the centrally-kept notebook.

The rules and regulations shall be applied and interpreted consistently by the Employer and may not violate any provision of this Agreement. If the proposed alteration violates any provision of this Agreement, then it is subject to the Grievance Procedure.

Nothing contained in this Article shall be construed in any manner as a limitation of the Employer's right to alter its work rules, policies, or directives.

ARTICLE 16

SAFETY AND EQUIPMENT

Section 16.1. Safety Policy. The Employer agrees to furnish and to maintain in safe condition all tools, facilities, equipment, and supplies the Employer reasonably deems necessary to safely carry out the duties of each departmental position. The Employer reserves the right to determine what those facilities, vehicles, and equipment shall be. Employees are responsible for reporting

to the Employer any unsafe conditions or practice and for properly using and caring for all tools and equipment furnished by the Employer.

Section 16.2. Lunch Periods. Each Employee of the Bargaining Unit may be permitted a one-half (1/2) hour meal period during each regular work shift as their work load permits. The time used shall be considered as part of their standard workday schedule. Employees confined inside shall be provided facilities to heat or keep their meals cold.

ARTICLE 17 **HOURS OF WORK / OVERTIME**

Section 17.1. Purpose. This Article is intended to define the hours of work, overtime, and overtime opportunity in effect at the time of execution of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 17.2. Workday/Workweek. The workweek shall be computed between 12:01 a.m. on Friday of each calendar week and 12 o'clock midnight the following Thursday.

The pay period shall be based on the guidelines set forth by the Gallia County Auditor.

Section 17.3. Overtime. It is understood that Bargaining Unit Members must work overtime and non-regular hours. The determination of the need for overtime is at the sole discretion of the Employer.

When an Employee is required to work in excess of forty (40) hours in a one (1) week period, as defined above, the Employee shall be paid overtime pay for such time over forty (40) hours in a one (1) week period at one and one-half (1 1/2) times the regular hourly rate of pay.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the Employee or trading days off within the same workweek by mutual consent of Employees, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hour per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

The words "hours worked" as used in this Agreement shall include all hours during which the Member is on paid status.

Section 17.4. Call-In Pay. "Call-in" occurs when a supervisor specifically requests an Employee to return to work after completion of his or her regular schedule, but before he or she is scheduled to return to work.

When an Employee is called in, he or she shall be paid for each hour worked, with a two (2) hour minimum. If applicable, the Employee shall be paid at the Employee's overtime rate of pay for

the time worked. When call-in is within three (3) hours of the scheduled starting time, payment will be for actual hours worked at the applicable rate.

Section 17.5. Overtime Opportunities.

- A. The Employer shall, as best as administratively possible, rotate overtime opportunities among qualified Employees.
- B. When an overtime opportunity exists, it shall first be offered to a Bargaining Unit Member on a rotational basis who is already on duty. Two (2) Bargaining Unit Members may split the overtime opportunity (one Bargaining Unit Member staying over and the other Bargaining Unit Member coming in early). If the on-duty person declines the opportunity, then the Employer will offer the overtime opportunity on a rotational basis to employees who are scheduled work beginning at the next shift. If there are no full-time Employees available who are scheduled to work, then the Employer will go through the list of full-time employees who are not scheduled to work and try and find one who is available to take the overtime opportunity. If there are no full-time employees available then the Employer will try and find an available part-time employee to fill the overtime opportunity. If, after contacting Employees in the manner described in this Section, the overtime opportunity is still unfilled, then the Employer can mandate the overtime opportunity be filled by a full-time Employee, working the previous shift, with the least amount of seniority on a rotating basis. Errors in distribution of overtime opportunities shall be corrected at the next opportunity for overtime.

Section 17.6. Compensatory Time Option. The parties recognize that compensatory time (comp time) is a form of payment for overtime. Time will accumulate at the rate of one and one-half (1 1/2) hours for each overtime hour worked or according to Holiday compensation as specified in Article 22.

When an Employee works overtime, the Employee, at his or her discretion, may choose whether to take comp time or receive overtime pay.

Comp time shall only accumulate up to a total of eighty (80) hours.

Comp time hours may be taken in multiples of two (2) hours and will require the prior approval of the Director or his or her designee. Such approval shall not be unreasonably denied. However, in certain circumstances the Director, in his sole discretion, may grant comp time usage of a shorter duration.

Unused comp time shall be paid at the current rate of pay, and at an employee's option up to forty (40) hours of comp time may be paid out any time during the calendar year provided the Employer is provided at least two (2) weeks' notice and based on Department budget constraints. Unused comp time may be carried over from year to year.

Upon separation from service with the Gallia 911 Center for any reason, Employees shall be paid at their current rate of pay for all accumulated but unused hours of comp time. When an Employee dies while in paid status in the County service, any accumulated but unused comp

time to his or her credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.

Section 17.7. Schedule Selection. The Employer shall endeavor to provide Bargaining Unit Employees a measure of stability in their lives by posting work schedules at least fourteen (14) days prior to the implementation of the schedule.

ARTICLE 18
WAGES

Section 18.1. Wage Rate.

A. Effective January 1, 2014, the following pay schedule shall apply. Employees shall advance through the pay schedule on their anniversary date.

Effective January 1, 2014

Probationary Rate (generally new hire rate)	\$11.00
Step 1 (generally after one (1) year)	\$11.33
Step 2 (generally after two (2) years)	\$11.66
Step 3 (generally after three (3) years)	\$12.00
Step 4 (generally after four (4) years)	\$12.33

Effective January 1, 2015

Probationary Rate (generally new hire rate)	\$11.15
Step 1 (generally after one (1) year)	\$11.48
Step 2 (generally after two (2) years)	\$11.81
Step 3 (generally after three (3) years)	\$12.15
Step 4 (generally after four (4) years)	\$12.48

Effective January 1, 2016

Probationary Rate (generally new hire rate)	\$11.30
Step 1 (generally after one (1) year)	\$11.63
Step 2 (generally after two (2) years)	\$11.96
Step 3 (generally after three (3) years)	\$12.30
Step 4 (generally after four (4) years)	\$12.63

B. As an exception, the Director, at his or her discretion, may place an applicant above the probationary rate if an applicant has prior training and experience in the dispatch/communications field. If the Director does start an Employee above the probationary rate, and at a Step identified in the pay schedule, he or she shall advance through the pay schedule on his or her anniversary date.

Section 18.2. Shift Differential.

- A. Bargaining Unit Members shall receive shift differential as follows:

<u>Shift</u>	<u>Differential</u>
Second Shift	\$0.30 per hour
Third Shift	\$0.30 per hour

- B. Shift Differential applies to hours actually worked. It will not apply to vacation time, call-out time, court time or sick time with the sole exception that if the court or call-out occurs during second or third shift the Bargaining Unit Members shall receive their proper shift differential.
- C. Overtime rate of pay shall be computed by adding the amount allowed for shift differential to the base rate of pay to determine proper payment for overtime work during the second and third shift.

Section 18.3. PERS Pickup (Fringe Benefit Method).

- A. Effective as soon as can reasonably be implemented following ratification of this Agreement and upon satisfactory approval from the Internal Revenue Service and receipt by the Employer of a favorable IRS private letter ruling if required by PERS, the Employer will report 5.0% of the bargaining unit Employee's contributions as "picked-up" by the Employer. For purposes of this Article, "picked-up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio 5.0% of the Employee's 10.0% contribution. The remaining portion of the Employee's contribution shall continue to be paid by the Employee. No person shall have the option of receiving the "picked-up" contributions in cash instead of having them paid to the Public Employees Retirement System, and the Employer is paying these contributions in lieu of having the Employees make these contributions. If an IRS private letter ruling is required by PERS, the Employer and FOP/OLC agree to split the cost, if any, to obtain such ruling.
- B. Effective upon the first day of the first full pay period following January 1, 2003 and upon satisfactory approval from the Internal Revenue Service and receipt by the Employer of a favorable IRS private letter ruling if required by PERS, the Employer will report an additional 3.5%, for a total of 8.5%, of the bargaining unit Employee's contributions as "picked-up" by the Employer. For purposes of this Article, "picked-up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio 8.5% of the Employee's 10.0% contribution. No person shall have the option of receiving the "picked-up" contributions in cash instead of having them paid to the Public Employees Retirement System, and the Employer is paying these contributions in lieu of having the Employees make these contributions. If an IRS private letter ruling is required by PERS, the Employer and FOP/OLC agree to split the cost, if any, to obtain such ruling.

ARTICLE 19
LONGEVITY PAY

Section 19.1. Longevity Pay. Bargaining Unit Members shall receive longevity compensation for full-time service with the Gallia County Communications Center, as follows:

<u>Years of Service</u>	<u>Hourly Adjustment</u>
Five years	\$0.10 cents
Ten years	\$0.20 cents
Fifteen years	\$0.30 cents
Twenty years	\$0.40 cents

These amounts are not cumulative, but are the total which will be added upon completion of five (5), ten (10), fifteen (15) or twenty (20) years' service.

ARTICLE 20
INSURANCE

Section 20.1. Health Insurance. The Employer agrees to maintain insurance as provided under the Gallia County Health Insurance plan. The Employer further agrees that the same level of premium co-payment, 15% per family and 12.5% per single will continue to be paid by the Employee, with the Employer paying the remaining 85% per family and 87.5% per single notwithstanding the provider of health insurance coverage.

If any committee or procedure is established for the purpose of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the FOP/OLC.

Section 20.2. Life Insurance. Employees may purchase life insurance in addition to the life insurance provided with the health insurance plan, through the County payroll deduction plan, at the rates and increments established under that program at the Employee's expense.

Section 20.3. The County will permit employees who are able to obtain and show proof that they have obtained health/hospital insurance from another source outside of County employment and that they are not receiving benefits from any County health insurance program in any way (i.e., via medical, vision, dental, etc.) to opt out of the County health insurance program and receive a cash incentive payment. Such cash incentive payment shall be in the amount of one thousand eight hundred (\$1,800) dollars minus applicable deductions if any, and payable the first pay period of December 2008 and each subsequent year thereafter. Families who have both spouses working for a Gallia County appointing authority covered by the County health/hospitalization insurance plan will be eligible for one (1) annual incentive payment from one (1) appointing authority only. If for any reason an employee's outside insurance is terminated during the term of this Agreement, the County will readmit the employee to the County plan subject to the terms and conditions of the carrier.

If any employee is readmitted under the County's plan or if employment is terminated with Gallia 911, the employee will receive the cash incentive on a pro rata basis. As a condition of receiving the incentive, employees shall complete any forms or paperwork required to justify such incentive payment.

ARTICLE 21
VACATION

Section 21.1. Accrual of Vacation. Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<u>Completed years</u> <u>Years of Service</u>	<u>Amount of Vacation</u> <u>Earned Biweekly</u>
Less than 1 year	none (0)
1 through 8 years 2 weeks (80) hours	3.1 hours
9 through 15 years 3 weeks (120) hours	4.6 hours
16 through 25 years 4 weeks (160) hours	6.2 hours
25 years and up 5 weeks (200) hours	7.7 hours

All vacation pay in accordance with the above schedule shall be paid at the Employee's regularly scheduled rate of pay.

Section 21.2. Vacation Eligibility. All Gallia County 911 Employees shall schedule their vacation in the following manner:

- A. Vacations scheduled between January 1 and January 31.
 - 1. All vacations scheduled between January 1 and January 31 will be done by seniority.
 - 2. All Employees who are bumped from any week of vacation by a more senior Employee scheduling their vacation between January 1 and January 31, will be notified so another vacation period can be selected.
 - 3. Any vacations scheduled between January 1 and January 31 cannot be bumped by a senior person who waits until after January 31 to schedule their vacation.

- B. Vacation not scheduled between January 1 and January 31.
 - 1. Any additional vacation days not scheduled between January 1 and January 31 shall be scheduled by requesting in writing to the Director, or his or her designee

fourteen (14) days prior to the requested date of commencement of the vacation. This vacation shall be granted according to seniority.

Gallia County 911 Communications Center shall not unreasonably deny any vacation time, and every effort shall be made to accommodate the Employee's request for vacation.

Section 21.3. Use of Vacation. Vacation days must be used in increments of eight (8) hour periods. Vacation days may be taken in smaller increments only upon advance approval of the Director or designee.

Section 21.4. Carry Over. Vacation leave shall be taken by the Employee during the year in which it accrued prior to the next recurrence of the anniversary date of his or her employment; provided, the Director may allow an Employee to accumulate and carry over his or her vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.

Section 21.5. Payment for Unused Vacation Leave. An Employee is entitled to compensation, at his or her current rate of pay, for all accrued but unused vacation leave at time of separation.

When an Employee dies while in paid status during County employment, any accrued but unused vacation leave to his or her credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.

ARTICLE 22 **HOLIDAYS**

Section 22.1. Holidays.

The following are designated as paid holidays:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

Section 22.2. Holiday Observance. Since Gallia County 911 is a continuous twenty-four (24) hour operation, the Employer shall observe each holiday on the actual twenty-four (24) hour period of said holiday.

Section 22.3. Payment for Holidays.

- A. Not Working on a Holiday. If an Employee does not work on the holiday, the Employee shall receive either eight (8) hours straight time pay for the holiday or another day off.
- B. Working on a Holiday. If an Employee works on the holiday, the Employee shall receive double time and a half (2½) for all hours worked on the holiday. The Employee may elect time and one-half (1½) plus another day off. Request for holiday compensatory time shall be requested in advance and will be subject to prior approval according to Department policy regarding leave requests.
- C. Except as follows, holiday compensatory time that has not been used by the end of the calendar year shall be compensated in one lump sum. At the discretion of the Director and based on special or unusual circumstances, employees may carry over holidays occurring at the end of the calendar year provided the employee schedules and utilizes such holidays no later than February 28 of the new year.

ARTICLE 23
SICK LEAVE

Section 23.1. Reasons for Sick Leave. Sick leave may be requested for the following reasons:

- A. illness of the Employee or illness of the Employee's immediate family that requires the Employee's presence;
- B. exposure of an Employee or a Member of the Employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the Employee or the health of others, and where the presence of the Employee is reasonably necessary;
- C. medical, dental, or optical examinations or treatment of an Employee;
- D. childbirth and/or related medical conditions; and
- E. injury of the Employee.

Section 23.2. Notification Requirements. An Employee requesting sick leave shall, absent extenuating circumstances, notify his or her immediate supervisor or other designated person of the facts and the reason one (1) hour prior to the time the Employee is scheduled to report to work on each day of absence, unless other arrangements have been made with the supervisor or the Employee is unable to report. The Employer may require an Employee to furnish a signed doctor statement to justify the use of sick leave.

An employee with an illness or disability of three (3) consecutive workdays or more, shall be required to furnish a statement from the employee's physician before returning to work, notifying the Employer that the employee was unable to perform the duties required during the period of absence and is able to return to work. Where sick leave is required to care for a member of the

immediately family, the Employer shall require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, if the immediate family member's illness or disability consists of three (3) consecutive workdays or more.

Section 23.3. Accrual of Sick Leave. For each completed eighty (80) hours in active pay status, an Employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved paid leave, and on paid sick leave.) The amount of sick leave time any one Employee can accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

Employees who transfer between departments or agencies or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment, will be credited with his or her unused balance of sick leave.

Section 23.4. Payment of Unused Sick Leave. All Employees will be eligible for payment of sick leave at time of retirement. Payment will be based on twenty-five percent (25%) of accumulated sick leave or thirty (30) days, whichever is less. When an Employee passes away while in active employment, the surviving spouse or the estate of the deceased will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

Section 23.5. Immediate Family Defined. For purposes of this Article, immediate family is defined as: spouse, child, mother, father, sister, brother, grandparents, grandchildren, step-mother, step-father, step-child, step-brother, step-sister, and foster parent or guardian.

Section 23.6. Fraudulent Use. Any Employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action in accordance with the provisions of this Agreement. Altering a physician's certificate or falsification of a written signed statement may be grounds for dismissal. The Department retains the right to investigate any Employee's absence.

All Employees the Union and the Employer recognize that abuse or misuse of sick leave is of mutual concern and that all parties recognize their responsibility to use sick leave only for legitimate uses. Employees shall not be paid for sick leave usage if said Employee performs work activity outside Gallia County 911 Communication Center twelve (12) hours prior to and/or after their leave unless a doctor's excuse is provided.

Sick leave abuse/pattern of abuse or misuse of sick leave is the use of sick leave for any purpose other for that for which it was intended or provided.

Consistent periods of sick leave usage that may indicate a pattern of abuse are, for example, but are not limited to:

- A. before or after holidays without a doctor's excuse;
- B. before or after vacation/weekends or scheduled days off without a doctor's excuse;

- C. continued long term pattern of using sick leave without doctor's excuse or medical justification;
- D. absence following overtime/off-duty assignments without a doctor's excuse;
- E. three or more incidents of usage within any sixty (60) day calendar period without medical documentation. An incident of sick time use is any single block of time for which sick leave was utilized;
- F. fraudulent use of sick leave documents/altering physician's statements; and
- G. other facts which may demonstrate abuse/misuse.

Employees who use more than thirty percent (30%) of their annual sick leave may be subject to evaluation by the Department, including complete physical and psychological examinations, paid for by the Department, by medical personnel chosen by the Department. Such examinations which fail to substantiate the excessive use of sick leave may result in appropriate departmental action, including suspension or termination. The Employer reserves the right to terminate the employment of an individual who is unable to perform the duties of his or her position.

Anytime the Employer believes an Employee may be abusing or misusing sick time, they will notify the Employee in writing. If the Employee continues the actions of abuse or misuse, the Employer will schedule a meeting with the Employee, and discuss the problem. The Employer reserves the right to have an Employee undergo a medical examination, at the Employer's cost, by a physician of the Employer's choosing.

When sick leave abuse and/or misuse is substantiated, the Employer may initiate corrective action pursuant to the provisions of this Agreement.

ARTICLE 24

SICK LEAVE INCENTIVES

Section 24.1.

- A. 180 Consecutive Calendar Days. For every 180 consecutive calendar days for which an Employee does not utilize sick time (excluding for Funeral Leave) they shall receive one (1) paid absence day.
- B. Sell Back of Sick Leave. Any Employee whom uses no sick days during any calendar year may sell back up to eighty (80) hours of accrued sick time at fifty percent (50%) of the face value.
- C. Buyout of Sick Leave. Buyout of sick time will occur during the month of December. Such buy back can only take place once per calendar year.

ARTICLE 25
TRANSFER OF SICK LEAVE

Section 25.1. Immediate Family Defined. For purposes of this Article immediate family will carry the same definition as "immediate family" in the Family Medical Leave Article of this bargaining Agreement; i.e., which includes but is not limited to the Employee, spouse, son, daughter, parent, or "in loco parentis."

Section 25.2. Intent. Employees may donate accrued sick leave to a fellow Employee who is otherwise eligible to accrue and use sick leave and reports to the Gallia County 911 or to an Employee of another agency covered by the Gallia County Employee handbook and a sick leave donation policy. The intent of the leave donation program is to allow Employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended catastrophic illness or injury of the Employee or a member of the Employee's immediate family.

Section 25.3. When an Employee May Receive Sick Leave. An Employee may receive donated leave up to the number of hours the Employee is scheduled to work each pay period, if the Employee to receive donated leave or a member of the Employee's immediate family has a serious illness or injury, and the Employee:

- A. has no accrued leave; and
- B. has completed his or her new hire probationary period; and
- C. has applied for any paid leave, Workers' Compensation, or benefits program for which the Employee is eligible; and
- D. has applied for Family and Medical Leave; and
- E. has no abuse or patterned use of sick leave and/or leave without pay; and
- F. has provided written verification that the catastrophic illness exists; and
- G. is not a member of the Employee's immediate family as defined in the Family Medical Leave Article and Section 32.1 of this Agreement; and
- H. agrees to accept the leave under the terms of this policy and completes any required form.

Employees may receive donated leave from Employees of other Gallia County Appointing Authorities pursuant to this Article and provided the donating Employee is covered by the Gallia County Employee's Handbook and a sick leave donation policy.

Section 25.4. When an Employee May Donate Sick Leave. Employees may donate leave if the donating Employee:

- A. is not a member of the receiving Employee's immediate family as defined in the Sick Leave Article of this Agreement;

- B. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
- C. donates a minimum of eight (8) hours, and a maximum of forty (40) hours, in eight (8) hours increments, subject to a maximum eighty (80) hour annual (based on calendar year) donation to any/all Employees measured;
- D. retains a sick leave balance of at least 240 hours;
- E. completes any required form.

Section 25.5. Administration of the Program. The sick leave donation program shall be administered on a pay period to pay period basis. Donations of sick leave will be recorded in the order of their submission, and will not be considered actually donated nor be deducted from the donor's balance or credited to the recipient's balance until the pay period such leave is actually used. Unused donation applications shall be returned to the donor. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an Employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave but shall never be converted into a cash benefit. The Employer shall maintain such records as are necessary for the administration of this program. The Union and Employer agree to coordinate efforts to assure effective implementation of this Article.

Section 25.6. Information Required in Order to Donate. Employees who wish to donate sick leave shall certify:

- A. The name of the Employee for whom the donated leave is intended;
- B. The number of hours to be donated;
- C. That the Employee will have a minimum sick leave balance of at least 240 hours after donation;
- D. That the sick leave is donated voluntarily and the Employee understands that the donated leave will not be returned.

Section 25.7. Requirement to Donate. No Employee will be forced to donate leave. The Union and Employer will respect an Employee's right to privacy, however the Union and/or Employer may, with the permission of the Employee who is in need of leave or a member of the Employee's immediate family, inform Employees of their co-worker's critical need for leave donations from Employees. The donation of sick leave shall occur on a strictly confidential and voluntary basis.

Section 25.8. Program Not Grievable. Neither donating Employees, receiving Employees, nor the Union shall have the right to arbitrate any or all issues regarding the application of this Article, Article 25 Transfer of Sick Leave.

ARTICLE 26
FUNERAL LEAVE

Section 26.1. Immediate Family. Employees shall be entitled to three (3) days off with pay (two (2) days of which shall be charged against accumulated leave) for purposes of funeral leave for members of their immediate family. For purposes of this Section, immediate family is defined as: spouse, child, mother, father, step-mother, step-father, step-child, step-brother, step-sister, grandchildren, foster parent or guardian, brother and sister, and grandparents.

Section 26.2. Family. Employees will be entitled to use up to three (3) days of sick leave for purposes of funeral leave for members of their family. For purposes of this Section, family is defined as mother/father-in-law, brother/sister-in-law, son/daughter-in-law.

ARTICLE 27
MILITARY LEAVE

Section 27.1. Any members of the bargaining unit who are members of the Ohio organized militia, Ohio National Guard, or other reserve components of the Armed Forces of the United States shall be granted leave of absence as provided in Sections 27.2-27.4 of this Agreement.

Section 27.2. Prior to the approval of such military leave, the bargaining unit employee must provide the Employer with a copy of military orders authorizing the call or order to the uniform services or a written statement from the appropriate military commander authorizing that service.

Section 27.3. Bargaining unit employees are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services as defined in section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour workdays or one hundred and seventy-six (176) hours within one (1) calendar year.

Section 27.4. Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, or an act of Congress, or an order issued by the Governor pursuant to section 5919.29 or 5123.21 of the Ohio Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

- A. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
- B. five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

ARTICLE 28
EXAMINATION LEAVE

Section 28.1. Examination Leave. Time off with pay shall be allowed to Employees to take a required examination, pertinent to their employment.

ARTICLE 29
PERSONAL DAYS

Section 29.1. Personal Days. After one (1) year service, Employees shall have four (4) personal days awarded January 1st of each year. Personal days must be used in the same calendar year as awarded, and shall not be carried over nor shall unused personal days be cashed out.

All personal days should be approved prior to the posting of the schedule in which the requested days fall. Personal leave may be requested with less advance notice, but in no event less than four (4) hours prior to the Employees' regularly scheduled starting time.

Probationary Employees newly hired between January 1st and March 31st shall have four (4) personal days available. Probationary Employees newly hired between April 1st and June 30th shall have three (3) personal days available. Probationary Employees newly hired between July 1st and September 30th shall have two (2) personal days available. Probationary Employees newly hired between October 1st and December 31st shall have one (1) personal day available.

ARTICLE 30
WITNESS LEAVE / JURY DUTY

Section 30.1. Witness and Court Time.

- A. Witness Leave. Employees shall be granted necessary time off without loss of pay when he or she is summoned to appear as a witness before a court, legislative committee, or judicial or quasi-Judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his or her capacity as an Employee of Gallia County 911 Communications Center.
- B. Court Time. If a Bargaining Unit Member is required to appear in any proceeding as defined above that arises directly from the performance of their dispatchers duties at the Gallia County 911 Communication Center, they will be compensated for such appearance. The rate of pay for such appearance shall be at the normal hourly rate unless the Employee is eligible for the overtime rate.

The Employer shall pay a minimum of one (1) hour for witness leave appearances.

Section 30.2. Jury Duty. Employees shall be granted necessary time off without loss of pay when he or she is summoned and performs jury duty as prescribed by applicable law. Employees are to notify their supervisor as soon as practicable of jury duty in order for arrangements to be made. All fees received from the court for jury duty shall be deposited with the Gallia County Auditor.

Section 30.3. Return to Work. If the court appearance is during the Employee's scheduled shift, the Employee may be required to work the remainder of his or her shift, if practicable.

ARTICLE 31

UNPAID LEAVES

Section 31.1. Disability Leave. A physically or mentally incapacitated Employee who has completed his or her probationary period may request in writing an unpaid disability leave. A disability leave may be granted for a period up to six (6) months provided the Employee furnishes satisfactory medical proof of such disability with the written requests. The disability leave can be extended for another six (6) months by the Employer upon the written request of the Employee and with satisfactory medical proof for the extension, and the Employee is:

- A. Hospitalized or institutionalized;
- B. On a period of convalescence following hospitalization authorized by a physician at the hospital or institution;
- C. Declared incapacitated for the performances of the duties of his or her position by a licensed physician designated by the Employer.

It is the Employee's responsibility to request a disability leave. Disability leave is not granted automatically when an Employee's sick leave has expired.

When an Employee is ready to return to work, he or she shall furnish a statement by a physician releasing the Employee to perform the duties of his or her position.

The Employer may require an Employee to be examined by a licensed physician designated by the Employer, at the Employer's expense. An Employee found unable to physically or mentally perform the duties of his or her position by such physician shall be placed on disability leave.

Section 31.2. Education/Personal Leave. The Employer may grant a leave of absence to any Employee for a maximum period of twelve (12) months for education reasons or for personal reasons of the Employee. Such leave may be renewed at the discretion of the Employer.

Section 31.3. Rules Regarding Unpaid Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

The granting of a leave of absence is subject to approval of the Employer. Except for emergencies, Employees will advise the Employer thirty (30) days prior to the requested commencement of the desired leave.

Upon completion of a leave of absence, the Employee is to be returned to the position formerly occupied.

The Employer may, if special staffing situations occur, require the Employee to return prior to the expiration of said unpaid leave. If, after the Employers request to return, the Employee fails to do so within ten (10) workdays, it will be considered a resignation of the Employee's position.

An Employee may return to work before the scheduled expiration of unpaid leave. The Employee shall request, in writing, to return from unpaid leave early, and it must be agreed to by the Employer.

If an Employee fails to return to work at the expiration of an approved leave of absence, such Employee shall be considered to have resigned his or her position, unless an Employee has provided proof of extenuating circumstances.

ARTICLE 32 **FAMILY AND MEDICAL LEAVE**

Section 32.1. Reasons for Use. Pursuant to the Family and Medical Leave Act of 1993 (as amended), FMLA leave may be granted to an Employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

- A. Because of the birth of a child or placement for adoption or foster care of a child;
- B. In order to care for members of the Employee's immediate family, as per the FMLA, which included but is not limited to the spouse, son, daughter, parent, or one who stood in place of a parent of the Employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
- C. Because of a serious health condition that makes the Employee unable to perform the employment functions.

Section 32.2. Notice to Employer. The Employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days notice is not possible. The Employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought.

Section 32.3. Use of Other Leaves. An Employee seeking FMLA leave must first use paid sick time (if applicable), vacation and personal holidays before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife are entitled to family leave and are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child.

Section 32.4. Payment of Health Insurance Premiums. The Employee will be responsible for the Employee share of the health insurance cost during the unpaid leave. If the Employee does not return from the leave, the Employee is responsible for the total insurance premium paid by the Employer. The Employer has sole discretion to waive recovery of insurance premiums.

Section 32.5. Employer Policies. It is intended that this Article comply with the Family and Medical Leave Act of 1993 as amended and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

ARTICLE 33 **CLOTHING**

Section 33.1. Allowance. The Employer shall furnish the basic uniform for all Employees required to wear. All uniforms purchased by the Employer remain the property of the Employer and must be turned in when separated from employment.

Uniform items not accounted for shall be replaced at the Employee's expense.

Section 33.2. Repair or Replacement of Uniforms. The Employer shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage is not due to the Employee's negligence. Cleaning of uniforms shall be the responsibility of the Employee.

Section 33.3. Uniform Items.

Uniforms Issued to each Employee of Gallia County 911:

One(1) Fleece-type outer garments (optional)
Five (5) casual shirts for new employees
Three (3) casual shirts per year for existing employees

ARTICLE 34 **COPIES OF AGREEMENT**

Section 34.1. Copies. The Employer will provide two original copies of this Agreement to the Union within thirty (30) days from the date this Agreement is ratified by both parties.

Section 34.2. Copies to Membership. The FOP/OLC will provide each Employee with one copy of this Agreement, and two copies to the Employer within thirty (30) days of receipt of the original.

ARTICLE 35 **MISCELLANEOUS ECONOMIC**

Section 35.1. Expenses Reimbursement. The Employer shall reimburse Employees for all reasonable job-related expenses, including meals, while working on assigned special details or away for training in non-contiguous counties within the state of Ohio. The Employees must submit necessary receipts along with the request for payment.

Section 35.2. Return of Equipment. Each Employee shall be furnished a list of items they must return. The list will be updated as necessary.

ARTICLE 36 **APPLICATION OF CIVIL SERVICE**

Section 36.1. Except as may be expressly provided for in this Agreement or specifically prohibited by applicable law, Sections 9.44, 124.01 through 124.56, 325.19, and 4111.03 of the Ohio Revised Code, Chapters 123 and 124 of the Ohio Administrative Code, and any other civil service laws or provisions related to a matter addressed within this Agreement, shall not apply to Employees within the bargaining unit and are specifically preempted by the parties. Further, Section 124.57 ORC shall continue to apply to bargaining unit Employees.

Section 36.2. It is expressly understood that the Ohio Department of Administrative Services and the Ohio Personnel Board of Review shall have no authority or jurisdiction as it relates to Employees in the bargaining unit.

ARTICLE 37 **WAIVER IN CASE OF EMERGENCY**

Section 37.1. Waiver. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Gallia County Sheriff, the Federal or State legislature, Gallia County 911 Director, or where acts of God affect the safety and health of the citizens of Gallia County, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management's or the Union's replies on grievances;
- B. all work rules and/or agreements and practices relating to the assignment of all Employees.

Upon the 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.

ARTICLE 38 **RETIREMENT**

Section 38.1.

- A. Employees within twelve (12) months of retirement shall be allotted a maximum of two (2) working days to be deducted from sick time to travel to P.E.R.S. and correlate any retirement affairs, including attendance of pre-retirement seminar(s). Verification of attendance may be required by the Employer.
- B. Employees within thirty-six (36) months of retirement will be scheduled for an OPOTA or other PERS sponsored pre-retirement seminar.

ARTICLE 39
BARGAINING UNIT WORK

Section 39.1. Non-Bargaining Unit Employees shall not be assigned to perform Bargaining Unit work if such assignment causes a layoff or job abolishment.

ARTICLE 40
DAYLIGHT SAVINGS TIME

Section 40.1. Employees required to work during the daylight savings time change during April and October of each year shall be paid for their actual hours worked. Those employees required to work in excess of their normal scheduled work hours, because of the time change, shall receive applicable straight time pay or overtime pay in accordance with this article. Those employees required to work fewer hours than normally scheduled because of the time change, shall receive applicable straight time pay in accordance with this article.

ARTICLE 41
MID-TERM ISSUES

Section 41.1. The procedures contained in this article shall govern mid-contract term disputes arising between the FOP and the County of Gallia concerning proposed changes in terms and conditions of employment.

- A. In the event the Employer makes or proposes to make any changes in wages, hours, or terms and conditions of employment before the expiration of this Agreement, either party may serve notice upon the other of its desire to negotiate such a change.
- B. The parties shall continue in full force and effect all terms and conditions of this existing Agreement unless and until a new or modified Agreement is agreed upon or established by operation of this article.

Section 41.2. At any time after the commencement these mid-term negotiations, if either party believes that negotiations have reached an impasse, the parties shall submit their dispute to an agreed upon fact-finder by selecting from a list of seven (7) arbitrators provided by FMCS in accordance with this section and submit the dispute to fact-finding.

- A. The list may be requested from FMCS by either party. Each party has the right to reject one list provided by FMCS in which event the rejecting party shall immediately ask FMCS and pay for a substitute list.
- B. The fact-finder shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to fact-finding procedures. These rules shall apply except as modified by this article.
- C. Each party shall submit a written statement outlining its position on each of the unresolved issues and the language for insertion in the contract by which it proposes to resolve the impasse.

- D. The fact-finder shall make a final recommendation as to all of the unresolved issues.
- E. The following guidelines shall be applied by the fact-finder:
 - 1. The fact-finder shall establish times and place of the hearing.
 - 2. The fact-finder shall take into consideration the factors listed in Section 41. 3(I) below.
 - 3. The fact-finder may attempt mediation of the dispute at any time until a final recommendation is made.
 - 4. The fact-finder shall transmit his/her recommendations to the Employer and the Union at the same time via U.S. mail, by fax, or by email.
 - 5. Each party shall pay one-half (½) the cost of the fact-finding procedure.
- F. Not less than fourteen (14) days after the recommendations of the fact-finder are received by the parties, the legislative body by a three-fifths (3/5) vote of the total membership may reject the recommendations. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted. The existing collective bargaining agreement shall be deemed to be modified by incorporating the recommendations of the fact-finder, and all other issues tentatively agreed upon before the disputed issues were submitted to the fact-finder.

Section 41.3. If either the legislative body or the membership of the Union rejects the recommendations, the parties may again attempt to reach a settlement of the issues still in dispute by further negotiations. Within fourteen (14) days of the vote by either party to reject the recommendations of the fact-finder, the parties shall submit any issues still in dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

- A. The parties shall request a list of seven (7) arbitrators from FMCS.
- B. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
- C. The parties shall submit all unresolved issues to conciliation.
- D. The conciliator may attempt mediation at any time until he/she issues his/her report.
- E. The conciliator shall establish a time and place for the hearing.
- F. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.

- G. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. Section 2511 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.
- H. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this article.
- I. After the hearing, the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:
 - 1. Past collectively bargained agreements between the parties.
 - 2. Comparison of the issues submitted to conciliation relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work.
 - 3. The interests and welfare of the public, the ability of the public employer to finance and administer the resolution of the issues proposed, and the effect of the adjustments on the normal standard of public service.
 - 4. The lawful authority of the public employer.
 - 5. The stipulations of the parties.
- J. The conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented to him/her. He/she shall deliver a copy to each of the parties, at the same time via U.S. mail, by fax, or by email.
- K. The parties shall each pay one-half (½) the cost of the conciliation procedure.

Section 41.4. The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the Union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order, and all previously negotiated agreements, shall constitute amendments to the collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement execute an amended collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution.

ARTICLE 42

DURATION OF AGREEMENT

Section 42.1. Duration.

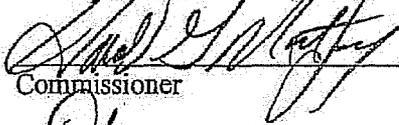
- A. Effective Dates. This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2016.

- B. Modification. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be by a method approved by the State Employment Relations Board. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receipt notice of intent.

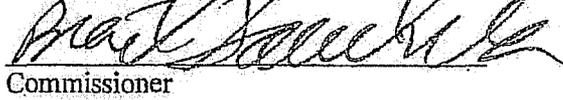
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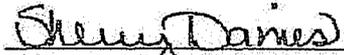
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the 01 day of January, 2014.

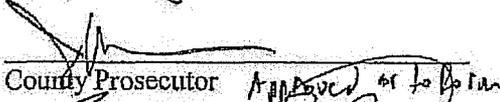
FOR GALIA COUNTY 911:


Commissioner


Commissioner

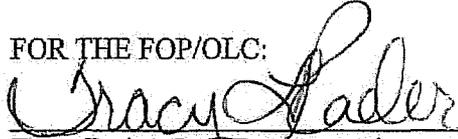

Commissioner


Sherry Daines, 911 Director


County Prosecutor *Approved as to form*


Brian D. Butcher
Labor Relations Consultant

FOR THE FOP/OLC:


Tracy Rader, Staff Representative


Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

MEMORANDUM OF UNDERSTANDING

between

GALLIA COUNTY 911 COMMUNICATION CENTER

And

FRATERNAL ORDER OF POLICE

The Gallia County 911 Communication Center (hereinafter referred to as "the Employer") and the Fraternal Order of Police/Ohio Labor Council (hereinafter referred to as "the Union"), and jointly referred to as "the Parties," hereby agree to the following Memorandum of Understanding ("MOU") which shall be an understanding and clarification regarding the compensation of several bargaining unit members.

The Parties mutually agree that effective the first day of the first full pay period following January 1, 2014, all current employees who earn wages greater than the pay schedule designated in Section 18.1(A) shall receive an across the board wage increase of twenty-five cents (\$0.25) per hour. Additionally, those same employee shall receive an across the board wage increase of twenty-five cents (\$0.25) per hour effective the first day of the first full pay period following January 1, 2015 and January 1, 2016.

Furthermore, the Parties mutually agree that effective the first day of the first full pay period following January 1, 2014, employee Jonathon Elliott shall be placed into the 2014 probationary rate of pay (as designated in Section 18.(A)) of eleven dollars (\$11.00) per hour, employee Bradie Angell shall be placed into the 2014 Step 1 rate of pay (as designated in Section 18.1(A)) of eleven dollars and thirty-three cents (\$11.33) per hour, and employee Robert Hood shall be placed into the 2014 Step 4 rate of pay (as designated in Section 18.1(A)) of twelve dollars and thirty-three cents (\$12.33) per hour. After the three employees specifically named above are placed into their new rates of pay, they shall progress through the pay schedule in accordance with Section 18.1(A).

FOR THE EMPLOYER:

Sherry Dames

FOR THE UNION:

Angie A. Fryer
Nancy Kader - 1-814