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03/21/2014

AGREEMENT

BETWEEN

THE MIAMI COUNTY COMMISSIONERS

AND

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

CASE NO. 13-MED-10-1382

(MIAMI COUNTY COMMUNICATION CENTER)

EFFECTIVE:

January 1, 2014 through December 31, 2016

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PREAMBLE/PURPOSE

This Agreement, entered into by the Miami County Board of County Commissioners, herein after referred to as the "Employer" and the Fraternal Order of Police/Ohio Labor Council, Inc., hereinafter referred to as the "Union," has as its purpose the following:

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.

The Employer and Union mutually agree this Agreement shall be written in a gender neutral format to avoid the use of male or female nouns or pronouns wherever possible. In the event a male or female noun or pronoun is inadvertently used anywhere in this Agreement, it shall be construed to include both male and female employees.

ARTICLE 1 **UNION RECOGNITION**

Section 1.1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 91-REP-03-0088, dated August 8, 1991, as amended June 24, 2004 in Case No. 2004-REP-05-0091, including:

All full-time and part-time dispatchers at the Miami County Communication Center.

but excluding:

All management-level employees, confidential employees, and supervisors as defined in the Act, including Director, Deputy Director, Secretary (one employee), and Operator/Dispatcher Supervisors.

ARTICLE 2 **SEVERABILITY**

Section 2.1. The parties hereby declare, to the extent permitted by O.R.C. 4117, their intent that any provisions negotiated herein shall supersede and replace any conflicting provisions contained in state law.

Section 2.2. In the event that any provision of this Agreement is found to be contrary to any applicable law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable.

ARTICLE 3
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 3.1. In accordance with the provisions of the Ohio Revised Code (O.R.C.) Section 4117.10(A), all provisions listed in the index of this agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. Section 124.01 through 124.56, O.R.C. Sections 325.19, 9.44, and 4111.03. It is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except specifically authorized by this agreement or as prohibited by Ohio Revised Code 4117.08(B).

Section 3.2. For purposes of example, and in no way to be construed as all inclusive or a limitation of Section 1 above, in accordance with the provisions of 4117.10(A) O.R.C., the following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and the Ohio Administrative Code as follows:

| <u>Contract Article</u> | <u>Supersedes/Prevails Over</u> |
|------------------------------------|--|
| Article 9, Probationary Period | O.R.C. 124.27 O.A.C. 123:1-19-01 through 123:1-19-05 |
| Article 11, Layoff and Recall | O.R.C. 124.321 through 124.328 O.A.C. 123:1-41-01 through 123:1-41-22 |
| Article 21, Hours of Work/Overtime | O.R.C. 4111.03 |
| Article 23, Sick Leave | O.R.C. 124.38 through 124.387, 124.39, 124.391 O.A.C. 123:1-32, 123:1-33 |
| Article 24, Holidays | O.R.C. 325.19 |
| Article 25, Vacation | O.R.C. 9.44, 325.19 |
| Article 26, Military Leave | O.R.C. 5923.05 O.A.C. 123:1-34-04, 123:1-34-05 |
| Article 27, Court Leave | O.R.C. 124.135 O.A.C. 123:1-34-03 |
| Article 32, Discipline | O.R.C. 124.03, 124.34 O.A.C. 123:1-31-01 through 123:1-31-04 |

ARTICLE 4
WAIVER IN CASE OF EMERGENCY

Section 4.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Miami County Commissioners, the Federal or State Legislature, or the Miami County Sheriff, such as an act of God or civil disorder, the following conditions of this Agreement may automatically be suspended by the Employer:

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

Section 4.2. 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.

Section 4.3. Upon termination of the emergency, any work rules and/or agreements and practices relating to employee assignment shall be reinstated.

ARTICLE 5
NONDISCRIMINATION

Section 5.1. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 5.2. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 5.3. The Union hereby declares that it is an equal opportunity employer and that all employees and applicants for employment with the Union are not discriminated against because of race, color, religion, sex, national origin, age, ancestry, genetic information, military or veteran status, or handicap/disability.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1. Unless a public employer agrees otherwise, nothing in this Agreement or in Chapter 4117 of the Revised Code impairs the right and responsibility of the Employer to:

- 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public

employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

Section 6.2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 7 **WORK RULES**

Section 7.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies, and regulations consistent with the Employer's authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 7.2. The Employer agrees that no existing work rules, policies, or regulations nor those to be established in the future shall violate any expressed terms of this Agreement or Ohio Revised Code Section 4117. The Employer further agrees that work rules, policies, and regulations shall be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies, or regulations are directed.

Section 7.3. Employees or the Union shall have the right to grieve work rules, policies, or regulations which violate the expressed terms of this Agreement.

Section 7.4. Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures, regulations, or other changes that materially affect the wages, hours, terms, or conditions of employment of bargaining unit employees, such changes, as described above, shall be reduced to writing and posted on the department bulletin board or sent to employees by administrative interdepartmental email by the Employer for a period of seven (7) working days. If the Union requests to bargain over such a change within that posting period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 41, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117 or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulations, the Employer is not required to comply with the seven (7) day posting period or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights. The Employer will also give a copy of all work rules to each employee who shall sign an acknowledgement upon receipt. Such posting shall constitute notification to all employees and the Union. A copy of any new or amended work rule, policy, or regulation will be provided to the Local Associate.

ARTICLE 8

NO STRIKE/NO LOCKOUT

Section 8.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Miami County.

The Union agrees, within two (2) weeks after the date of the signing of this Agreement, it shall serve upon the Employer a written notice, which will list the Union's authorized representatives who shall be contacted in the event of a violation of this Article.

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work slowdown, walkout, work stoppage, or any other interruption of operations or services of the Employer by bargaining unit employees during the life of this Agreement.

Section 8.2. Any officer or representative of the Union, upon notice from the Employer of a violation of this Article, shall take whatever affirmative steps reasonably within their ability to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

Section 8.3. In all cases of strike, sympathy strike, slowdown, walkout, or any unauthorized cessation of work in violation of this agreement, the Union shall undertake every reasonable means

to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 8.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 8.5. The Employer shall not lockout employees during the term of this Agreement.

ARTICLE 9 **PROBATIONARY PERIOD**

Section 9.1. Every newly hired full-time or part-time employee will be required to successfully complete a probationary period. The probationary period for new full-time and part-time employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one calendar year for the position of Operator/Dispatcher. A newly hired full-time or part-time employee may be terminated any time during the probationary period and shall have no right to appeal such removal.

Section 9.2. A part-time employee who is appointed to a full-time position shall complete the probationary period described in section 9.1 above, but in no case less than one hundred twenty (120) calendar days.

Section 9.3. Employees promoted to positions outside the bargaining unit shall serve a probationary period in accordance with the applicable County policies. If, in the opinion of the Employer, the employee's performance is unsatisfactory during the probationary period, the employee may be returned to the position the employee previously occupied in the bargaining unit or to a similar position. This section shall not be construed to restrict the Employer's right to take appropriate disciplinary action for any violation occurring while the employee is in the promoted position.

Employees bumping or demoting back into the bargaining unit during their promotional probationary period in a non-bargaining unit position, shall not carry any of their non-bargaining unit seniority, when bumping or demoting into the unit. Those employees' seniority shall be computed based only on the seniority that was accrued prior to promoting out of the bargaining unit. When bumping or demoting into an occupied position, the employee occupying the position at the time of such bumping or demoting shall be laid-off in accordance with Article 11 or, at the Employer's discretion, be permitted to fill another position.

Once an employee successfully completes the promotional probationary period described in section 9.3 above, the employee may only demote into a vacant bargaining unit position at the sole discretion of the Employer and subject to Section 38.4 of this Agreement. The employees' seniority shall begin as a new hire with no credit for prior seniority upon such demotion into the bargaining unit position.

Section 9.4. The probationary period, as described herein, may be extended for periods up to sixty (60) days upon mutual agreement by the Employer and the union.

ARTICLE 10
SENIORITY

Section 10.1. Except as otherwise provided herein, departmental seniority shall be a full-time or part-time employee's uninterrupted length of continuous service with the Communication Center commencing with the employee's last date of hire. An employee shall have no seniority for the initial probationary period, but, upon completion of the probationary period, seniority shall be retroactive to the date of hire. Seniority shall be based on date of hire for all employees, hired after January 1, 2004. All employees hired prior to January 1, 2004 shall have their seniority based on the seniority list in effect as of January 1, 2004, and shall be frozen in their seniority rankings.

Section 10.2. Seniority shall be terminated when an employee:

- A. Resigns or retires;
- B. Is discharged for just cause;
- C. Is laid off for a period equal to the employee's bargaining unit seniority at the time of layoff or two (2) years whichever is less;
- D. Failure to report to work within fourteen (14) calendar days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the County's record;
- E. Failure to return to work after the expiration of leave of absence.

Section 10.3. The Employer shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the contract and annually thereafter.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1. When the Employer determines that a layoff is necessary, because of lack of work, lack of funds, reorganization, or job abolishment, the Employer shall notify the affected employees and Ohio Labor Council, Inc. not less than ten (10) days in advance of the effective date of the layoff. The Employer, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.

Section 11.2. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification within the affected work section. Within each affected classification in the work section, employees will be laid off in the following order:

- A. Part-time probationary employees;

- B. Full-time probationary employees;
- C. Part-time employees in the inverse order of their departmental seniority as defined in Article 10.
- D. Full-time employees in the inverse order of their departmental seniority as defined in Article 10.

Section 11.3. Employees who are laid off shall be placed on a recall list for a period of two (2) years or a period equal to the employee's departmental seniority, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled with minimal training.

Section 11.4. Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. The employee shall have ten (10) days from the date of mailing to notify the Employer of the employee's intent to return to work and shall have fourteen (14) calendar days to report to work following the mailing of the Employer's notice.

ARTICLE 12 **POSTINGS**

Section 12.1. The Employer will post all job announcements for positions within the Miami County Communication Center and will also include any County postings received by the Director or designee for other Miami County positions.

Section 12.2. By October 1st of each year, the Employer shall survey all bargaining unit employees in order to obtain their shift preferences. Seniority and the operational needs of the agency, as determined by the Employer, shall be considered when shift assignments are determined. Shift assignments will be posted for the following year no later than December 1st each year for the following year.

Section 12.3. Any employee changing shifts as a result of Section 12.2 above, shall be required to select alternative vacation dates if their scheduled vacation conflicts with a vacation request preapproved in accordance with Section 25.2 of this Agreement on the shift to which the employee is moving.

ARTICLE 13 **BULLETIN BOARDS**

Section 13.1. The Employer shall provide space in the lounge/briefing room for a Union bulletin board and allow the Union to utilize administrative interdepartmental email in accordance with this

section. This bulletin board shall be used for the purpose of posting proper Union notices. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and
- G. Non-political publications, rulings, or policies of the Union.

Section 13.2. All other notices of any kind not covered by (A) through (G) above must receive prior approval of the Employer or its designated representative.

Section 13.3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union or administrative interdepartmental email as specified herein.

Section 13.4. Upon request of the Employer or its designated representative the Union shall cause the immediate removal of any material posted in violation of this Article. Refusal to remove said material will subject the employee to disciplinary action by the Employer.

ARTICLE 14

JOB DESCRIPTIONS

Section 14.1. The Employer maintains the right to modify or determine changes and to create new job descriptions as required for the department.

Section 14.2. The Employer agrees to negotiate with the Union, pay rates for a new bargaining unit position or for an existing bargaining unit position where the revised job description substantially increases the duties and/or responsibilities of the position.

Section 14.3. Any grievance resulting from this Article shall be submitted to the Director's level in the grievance procedure in an attempt to reach an agreeable settlement prior to submission to the arbitration procedure.

ARTICLE 15
PERSONNEL FILES

Section 15.1. Each employee may inspect their personnel file maintained by the Employer at any reasonable time and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a Union representative or another employee of the Employer accompany them during such review.

Section 15.2. If an unfavorable statement or notation is in the file, the employee shall be granted the opportunity to place a statement of rebuttal or explanation in the employee's file.

Section 15.3. All actions of record including disciplinary actions shall be maintained in the personnel files. Verbal and written warnings shall remain in force and effect for progressive disciplinary purposes for twelve (12) months. Records of discipline resulting in a suspension of less than three (3) days shall remain in force and effect for progressive disciplinary purposes for twenty-four (24) months. Thereafter, each disciplinary action shall cease to have force and effect for progressive disciplinary purposes provided that the same or a related offense has not occurred within the twelve (12) or twenty-four (24) month period following the respective disciplinary action. Once a disciplinary record is no longer in force and effect for disciplinary purposes, it shall be placed in a separate file for inactive disciplinary records. Any discipline equal to or greater than a three (3) day suspension shall be considered a serious offense and shall remain in full force and effect for one (1) year for each day of suspension (i.e., three (3) day suspension active for three (3) years; four (4) day suspension active for four (4) years. . . .etc.).

ARTICLE 16
PERFORMANCE EVALUATIONS

Section 16.1. Employees of the Miami County Communications Center shall have their performance evaluated by the Director or designee. Probationary employees will be evaluated at three (3)-months, six (6)-months, nine (9)-months, and just prior to the anniversary of their original date of hire. Non-probationary employees shall be evaluated in January of each year.

Section 16.2. When an employee's performance is evaluated, the employee shall be given an opportunity to examine the performance evaluation and to discuss it with the employee's supervisor. The employee shall sign the evaluation form, and attach any relevant documents to the form. The signature does not indicate agreement with the evaluation. The employee shall be given a copy of the performance evaluation and a copy with any relevant attachments, shall be placed in the employee's official record. Violations of the procedures contained herein are subject to the grievance procedure, however, the content of the performance evaluation, as determined by Management is not a proper subject for the grievance procedure.

Section 16.3. Employees who resign or retire from service with the Employer may be asked to participate in an exit interview prior to their last day of employment.

ARTICLE 17
SAFETY

Section 17.1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 17.2. The Employer is responsible for recognizing and correcting unsafe conditions or practices in the workplace. Should an employee believe an unsafe condition or practice exists in the workplace, the employee will notify the Employer. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established. The responsible supervisor shall note all reports or safety complaints.

Section 17.3. An employee acting in good faith has the right to refuse to work under conditions the employee reasonably believes presents an imminent danger of death or serious harm to the employee or others, provided such conditions are not what normally exist or might reasonably be expected to occur in the employee's position.

Section 17.4. Employees seeking a remedy for a safety or health complaint not resolved by their immediate supervisor shall, in accordance with the procedures outlined under this Agreement, request that their representative request a labor/management meeting to discuss such matter.

Section 17.5. If, at any time, the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of the employee's position, or that the employee poses a threat to the employee or others, the Employer may require the employee to submit to a medical examination. Such examination shall be conducted by a licensed health care professional selected by the Employer, and the Employer shall bear the cost.

ARTICLE 18
LABOR/MANAGEMENT MEETINGS

Section 18.1. In the interest of sound employee relations, up to two (2) employee representatives and, if the employees desire, the assigned FOP/OLC Staff Representative will meet with up to three (3) representatives of the Employer for the purpose of discussing matters as outlined in Section 18.2. The parties may mutually agree, in advance, to allow additional persons to attend the labor management meeting to address a particular issue.

Section 18.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;

- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss safety matters relating to employees; and
- G. Discuss issues which are not subject to the grievance procedure or which may be resolved prior to filing a grievance.

Section 18.3. Union representatives attending Labor/Management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.

Section 18.4. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

Section 18.5. Any issues that are discussed in Labor/Management meetings that require a response from either side shall be responded to in writing within ten (10) calendar days or as otherwise mutually agreed upon after the meeting.

ARTICLE 19 **UNION BUSINESS**

Section 19.1. Upon twenty-four (24) hours advance notice for non-employee representatives, the Employer will grant reasonable access to work areas designated by the Director or designee. Off-duty employee representatives of the Union with prior approval of the Director or designee will be granted access to attend meetings or perform representational duties, to the extent specifically provided by this Agreement. Upon arrival, the representatives of the Union shall identify themselves to the Employer.

Section 19.2. The Employer shall recognize one (1) employee Union Associate for purposes of representation of employees as specifically outlined in this Agreement and the assigned FOP/OLC Staff Representative. In the absence of the regular Union Associate, the Employer shall recognize one of two Assistant Union Associates for the same purpose. This section shall not be construed to guarantee continuances in hearings or meetings scheduled by the Employer due to the unavailability of the employee's chosen union representative.

Section 19.3. The writing, investigating, and processing of grievances shall normally be on non-work time. An exception may be granted by the Director or designee if the activities do not impact

on the operation of the Center. If a grievance hearing is held during the employee's working hours, the employee shall not suffer any loss in pay while attending such hearing.

Section 19.4. The Union shall provide the Employer an official roster of its Union Associate, Assistant Union Associates, and assigned FOP/OLC Staff Representative, which is to be kept current at all times by the Union and shall include the following:

1. Name
2. Union position held
3. Work address and phone number of non-employee representatives

No employee, Union Associate, Assistant Union Associates, or assigned Union Staff Representative shall be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

Section 19.5. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

Section 19.6. The Employer agrees to notify the Local Union associate of all appointments of new employees to any bargaining unit positions and of any changes in bargaining unit employees' classifications.

Section 19.7. Employees may use the Employer's materials, supplies, or equipment for Union related functions or activities with advance approval from the Director and reimbursing the Employer for appropriate costs, including, but not limited to the repair and/or replacement of materials, supplies, and/or equipment used or damaged by any employee or the union due to abuse and/or misuse.

ARTICLE 20

UNION DUES AND FAIR SHARE FEES

Section 20.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees who execute a dues authorization card. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt of the signed authorization card.

Section 20.2. The Employer shall remit dues deducted under this Article to the Union at the Fraternal Order of Police/Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215 once monthly, unless other arrangements have been made with both sides.

Section 20.3. The Employer shall be relieved from making dues deductions when an employee terminates employment, transfers to a position outside the bargaining unit covered by this Agreement, is laid off from work, is on unpaid leave of absence, for any reason fails to earn

sufficient wages to make all legally required deductions in addition to the deduction of Union dues, or revokes the employee's authorization for dues deductions.

Section 20.4. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next paycheck from which dues are customarily deducted.

Section 20.5. The amount of dues to be deducted shall be certified to the Employer, in writing, by the Union, during the month of November for the following year. Changes in rates of deduction shall be effective the first full pay period in January after receipt of any changes.

Section 20.6. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.
- B. The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment.
- C. The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.

Section 20.7. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with Chapter 4117 of the Ohio Revised Code and Federal Law.

Section 20.8. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names, addresses and social security numbers of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

Section 20.9. Fair share fees shall not exceed regular Union dues. Fair share fees shall not include expenses which do not arise directly out of the Union's duty of fair representation to the Employees governed by this Agreement. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members.

Section 20.10. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member bargaining unit employee, of each obligation established

in the Union's then current Fair Share Fee Procedure and the maintenance of a constitutionally and statutorily valid challenge and rebate procedure.

Section 20.11. The Union may amend the then current Fair Share Fee Procedure by providing the Employer and each non-member bargaining unit employee with a written copy of the amended Fair Share Fee procedure. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer. In addition, the Union shall forward a copy of their current Fair Share Fee Rebate and Challenge Procedure to the Employer as of the effective date of this Agreement, or as soon as possible thereafter.

Section 20.12. Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

Section 20.13. This Article does not waive any of the Employer's rights to seek judicial review of any of its provision at any time.

Section 20.14. The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 20.15. This Article constitutes the entire Agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. No portion of this Article may be amended except by written signed agreement of the parties.

ARTICLE 21

HOURS OF WORK/OVERTIME

Section 21.1. This Article is intended to define the normal hours of work per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. 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. The parties agree that in the event a complaint is filed with the Department of Labor concerning compliance with the Fair Labor Standards Act, the minimum standards of the Fair Labor Standards Act are to be applied in determining whether there has been a violation of the Act.

Section 21.2. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day workweek. The workweek shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight on Saturday. An employee reporting to work at 11:00 p.m. will be considered to be working the calendar day on which the shift begins.

Section 21.3. When an employee is required to work in excess of eight (8) hours per day or forty (40) hours during the workweek, the employee shall be paid overtime pay for such time over eight (8) hours in a day or forty (40) hours in a workweek at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Hours of work for the purpose of this Article shall mean all hours in active pay status, which shall be defined as actual hours worked, hours on paid vacation, hours on paid sick leave, and hours on paid personal leave. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 21.4. Except when prohibited by unusual or emergency circumstances, each employee shall be provided a fifteen (15) minute rest period during each four (4) hour period of continuous work. Rest periods shall be scheduled or approved by the Employer.

Section 21.5. Except when prohibited by unusual or emergency circumstances, employees scheduled to work an eight (8) hour shift or longer shall be granted a thirty (30) minute meal period during each shift. Employees shall be paid for the meal period and are required to remain on site and available for duty if required.

Section 21.6. During the probationary period, part-time employees shall work approximately thirty (32) hours per week for the first ninety (90) days of employment. Thereafter, the hours of work shall be determined by the Director. The hours of work after successful completion of probation shall normally be up to and including thirty-four (34) hours per week. This section is intended to define the normal hours of work for a part-time Operator/Dispatcher and shall not be construed as a guarantee of hours of work per day or per week or a limit on the Employer's right to assign additional hours as necessary.

Section 21.7. The Employer may elect to grant compensatory time in lieu of payment for overtime as described above. Compensatory time, if authorized, will be accumulated on a time and one-half (1 1/2) basis for each hour of overtime worked. Employees shall not be permitted to accumulate more than one-hundred twenty (120) hours of compensatory time in a calendar year, unless approved by the Director. Probationary employees shall not be permitted to accumulate more than twenty-four (24) hours of compensatory time. Any compensatory time in excess of the above limits shall be paid to the employee, unless approved as described above. Employees may request to carry over unused compensatory time from one calendar year to the next; however, any unused compensatory hours carried over into the next calendar year will count against the above limits for that calendar year.

The Employer shall consider requests to use compensatory time only when the agency is adequately staffed as determined by the Employer, and only when such use does not create an undue hardship at the time of approval. Employees shall request the use of compensatory time in writing no later than

twenty-four (24) hours prior to the requested commencement of such leave, the Director or his designee may waive the time limit. Employees may request to receive payment for all or part of their accumulated unused compensatory time by notifying the Employer by November 15 of each year and payment will be made in December of each year. The Employer reserves the right to pay employees for accumulated compensatory time in December of each year if sufficient funds are available as determined by the Director.

Section 21.8. Bargaining unit employees may exchange shifts with other bargaining unit employees provided the employee complies with the following requirements:

1. The employee submits a written request to the Director or designee for prior approval; and
2. The change does not interfere with the operation of the Communications Center; and
3. The change does not result in the payment of overtime; and
4. The employee who is asked to exchange a shift has the right to decide on what day the shift will be paid back to which the requesting employee is obligated to accept.

Exchanged time must be paid back within three (3) pay periods from which the exchange occurs. Any additional cost to the County as a result of an employee's failure to pay back exchanged time within three (3) pay periods, shall be deducted from the salary of the employee who failed to pay back such time.

Section 21.9. No bargaining unit employee shall be mandated to cover a supervisory position. Bargaining unit employees shall cover a supervisory position when it is mutually agreed upon by the employee and the Employer.

Section 21.10. No bargaining unit employee shall be excused from duty until they have either been properly relieved by another employee or excused by a supervisor.

ARTICLE 22 **CALL-IN PAY**

Section 22.1. Employees required by the Employer to work at a time outside of their regularly scheduled shift and such time is not contiguous to their normally scheduled shift, shall be guaranteed a minimum of two (2) hours work.

Section 22.2. Such work as in Section 22.1 shall be compensated at one and one-half (1½) times the employee's regular rate of pay.

Section 22.3. If such time is contiguous to an employee's regularly scheduled shift, the two (2) hours minimum shall not apply and only the actual time worked shall be calculated and be subject to overtime as provided for in Article 21 — Hours of Work and Overtime.

ARTICLE 23
SICK LEAVE

Section 23.1. Employees shall accrue sick leave at the rate of .0423 hours for each hour in active pay status, except paid holidays. For the purpose of this Article, active pay status shall be defined as non-overtime hours worked. Sick leave shall accumulate and carry over without limit.

Section 23.2. Granting of Sick Leave.

- A. Upon approval of the Director, an employee eligible for sick leave shall be granted such leave with regular pay when absent for the following reasons:
1. Illness, injury, or pregnancy-related condition of the employee or a member of the employee's immediate family when the employee's presence is reasonably necessary.
 2. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others if the employee reported to work.
 3. Required medical, dental, or optical examinations or treatment of the employee or a member of the employee's immediate family which cannot be scheduled during the employee's non-working hours and requires the employee's presence. Routine examinations are not considered an authorized use of sick leave.
 4. Enforced quarantine of the employee in accordance with a community health regulation.
 5. Death of an immediate family member as provided in Article 28.
- B. Part-time employees may use sick leave only on those days and for the number of hours the employee is regularly scheduled to work.

Section 23.3. Employee's Responsibility. Two (2) hours prior to the starting time of the employee's shift, an employee requesting sick leave shall report off by calling the on-duty supervisor. The call shall be made by the employee if possible. While absent from work due to an illness or injury employees are expected to remain at home caring for themselves or family member's illness or injury, or at a place which administers medical attention (hospital, doctor's office, clinic, etc.) and be able to document any absences from home. The Employer may waive the requirements contained in the preceding sentence upon submission of a proper document from the employee's physician and/or in situations where the employee has been determined by the Employer to be unable to return to work but capable of performing other activities not inconsistent with their illness or injury. Any absence from duty as a result of a claimed illness or injury may be investigated by an authorized representative of the Employer. In order for an employee to be paid while on sick leave, the employee shall submit a written statement requesting leave including the reason for such leave and have it approved by the Director or designee.

Section 23.4. Fraction of a Day. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts of one half (½) hour.

Section 23.5. Doctor's Certificate. Sick leave for any length of time may require a doctor's certification of illness or injury as may be requested by the Director. In any case, the certification of the employee's personal physician must be presented whenever sick leave is requested for more than three (3) days. Employees returning from an illness or injury who have utilized sick and/or other authorized leave, may be required to submit a doctor's certification of their ability to return to full duty.

Section 23.6. Reinstatement Credit. An employee who is laid off, will, upon reinstatement to service, have any unused sick leave existing at the time of the employee's layoff, placed to the employee's credit.

Section 23.7. Conversion of Sick Leave at Retirement. Payment of accrued unused sick leave will be made to each employee upon disability or service retirement under the Public Employees Retirement System from active service with the County. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave conversion shall eliminate all accrued sick leave credit. Such payment shall be made only once to any employee, and the amount of such payment shall be one-fourth (¼) of the employee's accrued, unused sick leave up to a maximum payment of two hundred forty (240) hours.

Section 23.8. The estate of a deceased employee shall be eligible for sick leave conversion benefits in accordance with the provisions of Section 23.7.

Section 23.9. Transfer Credit. Upon transfer from one division or department of the County to another, unused sick leave credits shall continue to be available for the transferred employee's use.

Section 23.10. False Claim. Miami County reserves the right to withhold benefit payments to any employee who is guilty of submitting a false claim or abuse of privileges covered in this Article and may take disciplinary action, including discharge.

Section 23.11. Annual Conversion of Sick Leave. Employees may convert three (3) days of sick leave (twenty-four [24] hours) for one (1) bonus vacation day, (eight [8] hours), provided that only sick leave over nine hundred sixty (960) hours may be converted to bonus vacation days, that no more than five (5) days (forty [40] hours) of bonus vacation may be obtained in any one calendar year, and that bonus vacation shall be scheduled the same as other vacation. Granting of bonus vacation shall be at the sole discretion of the Employer so as to maintain proper staffing. In no case may the sick leave balance after said conversion be less than nine hundred sixty (960) hours.

Section 23.12. Immediate Family Definition. For purposes of this Article, the "immediate family" is defined as: spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (*in loco parentis*).

Section 23.13. An employee shall accumulate one (1) occurrence for every sick leave usage, except for the following types of sick leave usage:

1. Sick leave that qualifies for leave under the Family and Medical Leave Act and is verified by a statement from a licensed healthcare professional indicating a serious health condition.
2. Sick leave that has been approved as funeral leave.
3. Sick leave for an injury or illness that is deemed an allowable claim by the Bureau of Workers' Compensation.
4. Sick leave that has been approved in the amount of four (4) hours or less, provided the employee submits a doctor's note to the Director that verifies the illness or injury of the employee that prevented the employee from performing his/her official duties.

Section 23.14. Occurrences will be counted in a rolling twelve (12) month period and will be handled in the following manner:

| <u>Number of Occurrence</u> | <u>Will Result In</u> |
|-----------------------------|---|
| 5th | verbal reprimand |
| 6th | written reprimand |
| 7th | one (1) day working suspension |
| 8 or more | additional discipline up to and including termination from employment |

Section 23.15. During the working suspension, the employee shall report for work on the day(s) suspended, and shall be compensated at the employee's regular rate of pay. However, for purposes of recording disciplinary action, a working suspension shall have the same meaning and force as a non-working suspension, in accordance with Article 32, Discipline contained herein.

Section 23.16. The Director may mitigate a sick leave occurrence provided the employee complies with the following requirements to be considered for mitigation. In order for an employee to have a sick leave occurrence considered for mitigation by the Director, at his sole discretion, such employee must provide all relevant data in writing to the Director prior to the imposition of discipline pursuant to this Article. Such relevant data shall include, but not be limited to, the following; a written statement from the employee, the employee's rationale for mitigation, a proper statement from the licensed physician, physician's assistant, or nurse who examined the employee indicating the illness or injury of the employee, the date and time of the office visit, why the employee was unable to perform the essential functions of their position with the Employer, etc.

ARTICLE 24
HOLIDAYS

Section 24.1. All full-time employees shall receive eight (8) hours holiday pay for each of the following scheduled holidays:

| | |
|-----------------------------|--------------------------|
| January 1 | (New Year's Day) |
| Third Monday in January | (Martin Luther King Day) |
| Third Monday in February | (President's Day) |
| Last Monday in May | (Memorial Day) |
| July 4 | (Independence Day) |
| First Monday in September | (Labor Day) |
| Second Monday in October | (Columbus Day) |
| November 11 | (Veteran's Day) |
| Fourth Thursday in November | (Thanksgiving Day) |
| December 25 | (Christmas Day) |

Continuous operations employees shall observe the holidays on the actual dates specified.

Section 24.2. Continuous operations employees required to work on any of the holidays listed above shall receive, in addition to the holiday pay specified in Section 24.1, payment for all hours worked on the holiday at one and one-half (1½) times the employee's base hourly rate.

Section 24.3. To be eligible for holiday pay employees must, unless excused, work their scheduled work day immediately preceding the holiday and their scheduled work day immediately following the holiday. A day in active pay status shall be considered to be a day worked for purposes of determining holiday pay eligibility.

Section 24.4. Employees shall receive all holiday pay for which they are eligible in a separate lump sum check on the first pay day of November of each year.

Section 24.5. In any contract year that the Miami County Commissioners pass a resolution granting the day after Thanksgiving as a holiday to the non-bargaining unit employees under their supervision, full-time employees working on such holiday shall be granted an additional eight (8) hours of holiday pay in accordance with this article.

ARTICLE 25
VACATION

Section 25.1.

A. Full-time employees are eligible for paid vacation leave as follows:

| <u>Years of Service</u> | <u>Employee is Entitled to</u> | <u>Rate of Accrual</u> |
|-------------------------|--------------------------------|---|
| After 1 year | 2 weeks vacation | .0388 hours per hour in active pay status |
| After 8 years | 3 weeks vacation | .0575 hours per hour in active pay status |
| After 15 years | 4 weeks vacation | .0775 hours per hour in active pay status |
| After 25 years | 5 weeks vacation | .0963 hours per hour in active pay status |

Active pay status shall include all non-overtime hours paid by the Employer excluding holiday pay as provided in Section 24.1.

- B. Part-time employees shall accrue vacation at the rate of .0388 hours for each hour in active pay status. Part-time employees who have completed one (1) year of service are eligible for paid vacation leave. Part-time employees may use vacation only on those days and for the number of hours the employee is regularly scheduled to work.
- C. Employees shall have prior service with the state or any political subdivision of the state counted as service with the County for purposes of computing the amount of vacation leave the employee shall accrue. Employees who have retired in accordance with the provisions of any state retirement plan and who are employed by the Employer on or after June 24, 1987, shall not have their prior service with the state or any political subdivision of the state counted for vacation purposes.

Section 25.2. All vacation scheduling shall be subject to the operational needs of the Employer. Beginning December 1st and ending December 15th of each calendar year the Employer will accept one (1) vacation request from each employee who wishes to request a seniority vacation, and will assign vacation on a seniority basis. Those employees earning more than two (2) weeks vacation will be permitted to schedule up to two (2) weeks vacation in this manner. The Employer will post the finalized First Choice Seniority Vacation Schedule no later than December 21st for the following calendar year. After the Seniority Vacation Schedule is posted, the Employer will assign vacation leave on a first come, first served basis so long as it fits the operational needs of the Employer.

Section 25.3. Employees requesting non-prescheduled vacation time must submit a written request to the Director or designee at least twenty-four (24) hours prior to commencement of such vacation. This provision may be waived by the Director. Such vacation requests shall be subject to approval of the Director based on the operational needs of the Agency.

Section 25.4. Employees may request vacation in one (1) hour and/or one (1) day increments.

Section 25.5. Vacation leave is to be taken within twelve (12) months following the employee's anniversary date. The Director may permit the employee to accumulate vacation leave up to eighteen (18) months following the employee's anniversary date.

Section 25.6. Additional vacation leave is not accrued as a result of the accumulation of paid overtime.

Section 25.7. Employees with one (1) or more years of service who resign or retire are entitled to compensation at their current rate of pay for any earned but unused vacation leave. Eligible employees must submit a written request to initiate such payment.

Section 25.8. Vacation credits are not earned while an employee is in a non-paid status (i.e., non-paid disability leave, leave of absence without pay, leave of absence due to Workers' Compensation injury, disciplinary suspension, etc.).

Section 25.9. Vacation scheduling may not include more than three (3) holidays during any one (1) calendar year by any one (1) employee.

ARTICLE 26 **MILITARY LEAVE**

Section 26.1. Bargaining unit employees shall be provided Military Leave in accordance with applicable law.

ARTICLE 27 **COURT LEAVE**

Section 27.1. Court Leave. An employee called for jury duty or subpoenaed by any court of the United States, State of Ohio, or a political subdivision during any portion of the employee's regularly scheduled work shift, may choose to be compensated in one (1) of the following ways:

- A. The employee may choose to receive the employee's regular salary or wage for such time and turn over to the County all compensation received from the court.
- B. The employee may choose to retain all monies received as compensation for court service and waive the employee's regular salary or wage. The employee may elect to take a day of vacation.

Section 27.2. An employee must report for work following jury or court duty, if a reasonable amount of time (two [2] hours or more) remains during the employee's scheduled work shift.

Section 27.3. If an employee is called for court or jury duty outside of the employee's regularly scheduled working hours, all compensation for such court service shall be retained by the employee.

Section 27.4. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases in connection with personal matters or secondary employment. Such absences shall be considered as vacation leave and must be scheduled in advance, with the approval of the Director or designee. This Article shall not be applicable to employees required to attend court, pre-

trial, grand jury, or other legal proceedings on job related matters on behalf of the Employer, since such employees shall be considered as working and shall be compensated in accordance with Article 22 herein for hours outside the employee's regular work schedule.

Section 27.5. Employees called for jury duty or to testify in a court of law regarding non-job-related matters, shall complete a Request For Leave Form and attach a photostatic copy of the subpoena or jury duty notice.

ARTICLE 28 **FUNERAL LEAVE**

Section 28.1. In the event of a death of an immediate family member, a bargaining unit employee may be granted leave, for a maximum of up to five (5) consecutive days. Any work days occurring during said leave shall be charged to the employee's accumulated sick leave. Such request shall be submitted on the Request For Leave Form and will not be unreasonably denied.

For the purpose of funeral leave, the "immediate family" is defined as: spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (*in loco parentis*).

In the event of a death of a family member not listed above as an immediate family member, a bargaining unit member may be granted vacation leave, compensatory leave, personal leave, or an unpaid leave of absence if no paid leave is available, to attend the funeral of such family member. The Director may waive any required notice requirements if necessary to allow bargaining unit employees to attend said funeral.

Section 28.2. Funeral leave may only be used to attend the funeral, make funeral arrangements, or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless approved in advance by the Director or designee.

ARTICLE 29 **INJURY LEAVE**

Section 29.1. Any employee of the bargaining unit who becomes unable to perform duties as assigned by the Employer due to a physical injury suffered in the discharge or performance of the employee's official duties, a dispatcher shall receive the employee's regular straight time daily rate of pay provided the employee complies with the provisions contained in this Article. Upon being injured, or as soon as possible thereafter, the employee shall file a injury/accident report with the Employer in accordance with the Employer's policies. The employee must also cooperate in filing a claim for workers compensation, medical coverage only. If the injury sustained by the employee is determined to be work-related as defined herein, then injury leave shall be granted for an initial duration not to exceed ninety (90) calendar days. The initial period of injury leave may be extended on a period by period basis, not to exceed twelve (12) months, at the sole discretion of the Employer

if the injury was sustained in the regular performance of dispatching duties for the Employer. Any employee who files a claim with workers compensation for lost time wages shall not be eligible for injury leave as provided for in this Article unless authorized in advance by the Employer.

Section 29.2. The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this Article shall be at the Employer's expense.

Section 29.3. Any employee suffering an injury that is determined to be a non-work related injury shall not be eligible for injury leave as provided for in this Article.

ARTICLE 30

UNPAID LEAVE OF ABSENCE

Section 30.1. Temporary Incapacity.

- A. The Employer shall approve an unpaid leave of absence for an employee's temporary incapacity if all of the following conditions are satisfied:
1. The employee has exhausted all paid leaves and Family and Medical Leave.
 2. The employee has requested an unpaid leave of absence, since such leave is not automatically granted at the time an employee has exhausted all paid leaves and Family and Medical Leave.
 3. The unpaid leave request is accompanied by written medical documentation from a licensed health care professional that identifies the condition causing the incapacity, explains how this condition prevents the employee from performing the essential functions of the position, and states that the employee will be, or is substantially certain to be, capable of returning to work and performing the essential functions of the position by the date set for the unpaid leave to expire.
- B. The combined total of all leave (paid plus unpaid) granted for an employee's temporary incapacity shall, in no event, exceed six (6) months.
- C. An employee may not return from an unpaid leave taken for the employee's temporary incapacity until the Employer has received medical documentation from a licensed health care professional stating that the employee is capable of returning to work and performing the essential functions of the position. The Employer reserves the right to require that such

medical documentation come from an examination conducted by a licensed health care professional selected by the Employer, of which the Employer shall bear the cost.

Section 30.2. Other Leave.

- A. The Employer may approve an unpaid leave of absence for any purpose that the Employer deems appropriate.
- B. The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted.
- C. If granted, the combined total of such leave (paid plus unpaid) shall, in no event, exceed 30 days.

Section 30.3. General Provisions:

- A. An employee may only use a leave of absence without pay for the reason for which it was granted. If the Employer determines that the leave is being used for a different purpose, the Employer may require the employee to return to work and/or may discipline the employee up to and including discharge.
- B. Once the Employer approves the employee's return to work, the employee must return to work on the next regular scheduled workday after the expiration of the unpaid leave. Any employee who fails to do so will be deemed to have voluntarily resigned their position.
- C. The Employer shall place an employee returning from unpaid leave in the same classification from which the employee took unpaid leave. If such classification no longer exists, the Employer shall treat the employee as if the employee were laid off from the classification.

Section 30.4. It is the intent of the Union and the Employer that the provisions within this Article shall supersede and replace Ohio Administrative Code 123:1-34-01 such as it addresses the above forms of leave or conflicts with any provisions herein.

ARTICLE 31
PERSONAL LEAVE

Section 31.1. Each full-time employee in the bargaining unit shall be granted thirty-two (32) hours of personal leave at the commencement of each calendar year. Such leave must be used by the employee during the calendar year in which such leave was earned, at a time mutually agreed upon by the employee and the Director or designee. Newly hired employees hired on or after January 1 but prior to May 1 shall be granted twenty-four (24) hours of personal leave. Newly hired employees hired on or after May 1 but prior to September 1 shall be granted sixteen (16) hours of personal leave. Newly hired employees hired on or after September 1 shall be granted eight (8) hours of personal leave.

Section 31.2. A request for personal leave shall be submitted to the Director twenty-four (24) hours prior to such leave. If such request is denied it is the employee's responsibility to report for duty on time. The Director or designee may waive the twenty-four (24) hour requirement for emergency reasons.

Section 31.3. Personal leave shall not be cumulative or be converted to cash payment. All such leave shall be used in four (4) hour increments.

ARTICLE 32 **DISCIPLINE**

Section 32.1. Disciplinary action shall be only for just cause, however, when the County takes any disciplinary action resulting from charges against an employee, the investigation of said charge will be initiated no later than thirty (30) calendar days following knowledge by the supervisor of the events upon which the disciplinary action is based. This time limit may be waived by mutual agreement of Management and the Union.

Section 32.2. In determining appropriate discipline, the Employer shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 32.3. Whenever the Employer determines that an employee may be disciplined for just cause which may result in a suspension, reduction, termination, or any other disciplinary action resulting in a loss of pay, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary conference procedure shall be as set forth in 32.4. Written notice of the conferences will be mailed, faxed, or personally delivered to the employee, and the Local Union Associate not less than seventy-two (72) hours in advance of such hearing. Notices shall specify the time, date, and place of the conference, and shall also advise employees of their right to have a representative present at the conference. Notwithstanding the above, the Employer may temporarily suspend an employee with pay pending the predisciplinary conference if the employee's conduct or physical condition presents a threat to the safety, health or welfare of the employee, other employees, the public, or the operations of the department.

Section 32.4.

- A. Whenever the Director or his/her designee determines that an employee may be disciplined for cause (suspensions, fines, reductions, or terminations), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation for the alleged misconduct.
- B. Predisciplinary conferences will be conducted by the Director or his/her designee.

- C. Not less than seventy-two (72) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his or her defense; or (2) elect in writing to waive the opportunity to have a predisciplinary conference.
- D. At the predisciplinary conference the Director or designee will ask the employee to respond to the allegations of misconduct which were outlined to the employee. The employee must answer all questions truthfully. If it is proven in a subsequent hearing that the employee's responses to questions were not truthful, such dishonesty may result in disciplinary action. Employees refusing to answer direct questions may be subject to additional disciplinary action for insubordination.
- E. At the conference the employee may speak on his/her own behalf in order to explain whether or not the alleged misconduct occurred. The employee may, if he is in a bargaining unit, request that he be accompanied by his union representative, who may present an oral or written statement on behalf of the employee.
- F. The Appointing Authority will decide what discipline, if any, is appropriate.
- G. Administrative Leave: When the appointing authority determines it is necessary to temporarily remove an employee from the workplace to protect the health or safety of the employee, other employees, or of any person, or property entrusted to the employee's care, the appointing authority may immediately authorize an administrative leave of absence with or without pay. Such leave shall normally last only until the investigation, predisciplinary conference, and corrective action is completed, if corrective action is determined necessary.

Any disciplinary actions may be appealed through the grievance procedure. However, a verbal warning, or written reprimand shall not be appealable to arbitration.

Section 32.5. In lieu of more severe discipline, the Employer, at its sole discretion, may offer a last chance agreement, rehabilitation, a working suspension, or any combination of the above which, if agreed upon by the employee, shall be binding on the Union and the employee and shall not be subject to appeal. Such alternative forms of discipline shall not establish a precedent for any future disciplinary actions and shall not be used by the Union to refute the consistency of discipline or the lack of progressive discipline in other cases.

ARTICLE 33
GRIEVANCE PROCEDURE

Section 33.1. The term “grievance” shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement.

Any dispute or issue not covered by this Agreement or which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of federal and/or state laws, and/or by the United States or Ohio State Constitution.

Section 33.2. All grievances must be processed at the proper step in order to be considered at subsequent steps. 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. Any grievance which is not processed by the Union within the time limits provided shall be considered resolved based upon the Employer’s last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. All time limits provided for in this Article may be extended upon mutual written consent of the Employer and the Union.

Section 33.3. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

- A. The aggrieved employee’s name and signature.
- B. The aggrieved employee’s classification.
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident giving rise to the grievance.
- H. Specific articles and sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

Section 33.4. A grievance may be brought by any non-probationary employee covered by this Agreement or by the Union. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 33.5. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievance, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: In order for a grievance to receive consideration under this procedure the grievant, with the Union Associate, must present the alleged grievance in writing, using the mutually agreed upon grievance form, to the employee's supervisor within three (3) work days of the occurrence of the incident that gave rise to the grievance. The supervisor shall investigate the alleged grievance and provide an appropriate answer within five (5) work days following the date on which the supervisor was presented the grievance.

STEP 2: If the grievance is not resolved in Step 1, the employee with the Union Associate and/or Union representative, shall within three (3) work days following the Step 1 reply, refer the grievance to the Director at Step 2 of the grievance procedure. If either party requests a meeting, the Director shall have ten (10) work days in which to schedule a meeting with the grieved employee and their representative. The Director shall investigate and respond in writing to the grievance to the Union within five (5) work days following the meeting date or, if no meeting is held, within five (5) work days following receipt of the grievance.

STEP 3: If the grievance(s) is not satisfactorily settled at Step 2, the Union may, within twenty (20) calendar days after receipt of the Step 2 answer, submit the grievance(s) to arbitration, provided all the other requirements of this article have been met. Upon written notification to the Director of its intent to arbitrate the grievance, the Union and Management shall submit a joint request to the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators to be sent to both the Union and the Employer. The request to the FMCS shall indicate the parties' desire for a list of arbitrators who are registered with the National Academy of Arbitrators from Ohio only. The Union will pay the cost of obtaining the first arbitrator list; thereafter, the party rejecting any arbitrator list will pay the cost of obtaining a new list. The parties shall select an arbitrator within fifteen (15) calendar days of receipt of the list. The parties shall choose an arbitrator by first striking up to seven (7) names of any arbitrators on the list that either party wishes to eliminate from consideration and notifying the other party of the names that have been eliminated from the list. The parties shall then select an arbitrator by alternately striking the

names of the arbitrators that remain on the list until only one (1) name remains, which shall be the arbitrator selected. Each party shall have the option to completely reject the remaining names on the FMCS list and request another list after being notified by the other party of any names that have been eliminated from consideration. The party rejecting the list shall pay the cost for the additional list.

Once the FOP/OLC has submitted a timely request for arbitration, the parties must actively pursue the selection of an arbitrator and scheduling of a date for the arbitration hearing. If the Union fails to actively pursue the selection of an arbitrator or scheduling of the hearing during any consecutive sixty (60) day period, the grievance shall be considered resolved based on the Employer's last response and shall therefore not be appealable to arbitration.

Section 33.6. The Arbitrator shall have no power or authority to make any decision, identified below:

1. Adding to, subtracting from, modifying, changing, or amending in any way the terms and provisions of this Agreement, or any written agreements between the parties.
2. Concerning the establishment of wage rates not negotiated as part of this Agreement.

Section 33.7. The costs of the Arbitrator, including the travel expenses, hearing rooms, etc., and a copy of the record of the proceedings shall be borne equally by both parties.

Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its non-employee witnesses. Any bargaining unit member testifying or subpoenaed to testify at an arbitration hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes a copy available to the Arbitrator. If the other party desires a copy of the transcribed record, the parties shall share equally in the cost of such record.

Section 33.8. The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 33.9. The Arbitrator shall make a decision in conformity with this Agreement and shall not modify or change this Agreement. The Arbitrator shall render a decision in writing within thirty (30) days from the close of the hearing or the deadline for submission of post-hearing briefs if either party requests the submission of such briefs. The Arbitrator's decision shall be final and binding on the Union and its members and Miami County.

Section 33.10. If the Arbitrator's decision awards the payment of back wages covering the period of the bargaining unit member's separation from the payroll, the amount so awarded shall be less any unemployment compensation or other wages earned while the employee was separated from the payroll and shall not include the assumption the bargaining unit member would have worked overtime during the period of separation from the Department's payroll.

Section 33.11. At all steps in the Grievance Procedure, the Union representative shall disclose to the Employer a full and detailed statement of facts relied upon, the remedy sought and the provisions of this Agreement relied upon. In the same manner, the Employer shall do likewise.

Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a grievance is set forth in this Agreement. Grievances that involve suspensions or terminations shall be initially filed at Step 2 of the Grievance Procedure, contained herein.

The parties in writing may mutually waive the time limits set forth herein.

Section 33.12. Any grievance which the employee or the union fails to file or process to the next step of the grievance procedure within the time limits expressed herein, or which is withdrawn by the employee or the union, shall be considered invalid and not subject to arbitration, unless expressly agreed in writing by the Employer and the union.

Section 33.13. All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union and the bargaining unit member(s), provided that a grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance. The parties may choose to settle any grievance without setting a precedent and all such settlements below Step 2 are non-prejudicial.

ARTICLE 34 **INSURANCE**

Section 34.1. The Employer shall contribute toward the cost of single or family premiums for medical insurance in accordance with that provided to other County employees, under the jurisdiction of the County Commissioners. The Employer reserves the right to make cost containment adjustments in the benefit coverage. The selection of insurance carriers shall be at the sole discretion of the Employer.

In the event of a change in any of the major economic benefits under the plan, the Employer agrees to meet with and confer with the Union prior to implementing such changes.

Section 34.2. Employees shall pay fifteen percent (15%) of the cost of the health insurance plan and the Employer shall pay the remaining eighty-five percent (85%). The employee's contribution for health insurance coverage shall be deducted from the employee's pay. In the event the insurance

costs increase from one year to the next, the Employer may only increase the employees' premiums one time per year.

Section 34.3. The Employer shall provide a twenty thousand dollar (\$20,000) group term life insurance policy which includes accidental death and dismemberment benefits covering all bargaining unit employees. The life insurance policy shall be provided at no cost to the employee.

Section 34.4. The Employer shall maintain, at no cost to the employee, professional liability insurance for employees of the bargaining unit equal to the coverage in effect at the signing of this Agreement (\$1,000,000.00 per incident).

ARTICLE 35
WAGES

Section 35.1. Effective the first full pay period following January 1, 2014, the rate of pay for full-time and part-time bargaining unit employees who are employed in the unit in that pay period shall be increased by three percent (3%):

| | | | | |
|-----------|-----------------------------------|----------------------|----------------------|----------------------|
| A. | <u>Operator/Dispatcher</u> | <u>Hourly</u> | <u>Weekly</u> | <u>Annual</u> |
| | Starting (0-6 months) | \$16.61 | \$664.40 | \$34,548.80 |
| | Step 1 (6-18 months) | \$18.30 | \$732.00 | \$38,064.00 |
| | Step 2 (18-30 months) | \$18.81 | \$752.40 | \$39,124.80 |
| | Step 3 (30-42 months) | \$19.37 | \$774.80 | \$40,289.60 |
| | Step 4 (42 months) | \$19.95 | \$798.00 | \$41,496.00 |
| B. | <u>Part-Time Employees</u> | \$16.45 per hour | | |

Section 35.2. Effective the first full pay period following January 1, 2015, the rate of pay for full-time and part-time bargaining unit employees who are employed in the unit in that pay period shall be increased by two percent (2.0%).

| | | | | |
|-----------|-----------------------------------|----------------------|----------------------|----------------------|
| A. | <u>Operator/Dispatcher</u> | <u>Hourly</u> | <u>Weekly</u> | <u>Annual</u> |
| | Starting (0-6 months) | \$16.94 | \$677.60 | \$35,235.20 |
| | Step 1 (6-18 months) | \$18.67 | \$746.80 | \$38,833.60 |
| | Step 2 (18-30 months) | \$19.19 | \$767.60 | \$39,915.20 |
| | Step 3 (30-42 months) | \$19.76 | \$790.40 | \$41,100.80 |
| | Step 4 (42 months) | \$20.35 | \$814.00 | \$42,328.00 |
| B. | <u>Part-Time Employees</u> | \$16.78 per hour | | |

Section 35.3. Effective the first full pay period following January 1, 2016, the rate of pay for full-time and part-time bargaining unit employees who are employed in the unit in that pay period shall be increased by one percent (1.0%).

| | | | | |
|-----------|-----------------------------------|----------------------|----------------------|----------------------|
| A. | <u>Operator/Dispatcher</u> | <u>Hourly</u> | <u>Weekly</u> | <u>Annual</u> |
| | Starting (0-6 months) | \$17.11 | \$684.40 | \$35,588.80 |
| | Step 1 (6-18 months) | \$18.86 | \$754.40 | \$39,228.80 |
| | Step 2 (18-30 months) | \$19.38 | \$775.20 | \$40,310.40 |
| | Step 3 (30-42 months) | \$19.96 | \$798.40 | \$41,516.80 |
| | Step 4 (42 months) | \$20.55 | \$822.00 | \$42,744.00 |
| B. | <u>Part-Time Employees</u> | \$17.11 per hour | | |

Section 35.4. Bargaining unit employees shall after six (6) months of employment, move to Step 1; after eighteen (18) months of employment move to Step 2; after thirty (30) months of employment move to Step 3 and after forty-two (42) months of employment move to Step 4.

Section 35.5. A Dispatcher who is specifically assigned by the Director or designee to perform the duties of the Lead Dispatcher shall receive a temporary pay adjustment to his/her base rate of pay in the amount of \$3.00 per hour for all hours worked in that capacity. The Lead Dispatcher must work in that capacity for at least one (1) hour in order to be eligible for the pay described above. A Dispatcher who is specifically assigned by the Director or designee to perform the duties of a Trainer shall receive a pay adjustment to his/her base rate of pay in the amount of \$1.00 per hour for all hours worked.

ARTICLE 36
SUBCONTRACTING

Section 36.1. If the Employer determines a need to subcontract out work, and such subcontracting affects the terms, conditions, hours, or wages of the bargaining unit employees, the Employer agrees to notify the Union sixty (60) days prior to said subcontracting.

Section 36.2. If the terms, conditions, hours, or wages of the bargaining unit employees are affected, the Employer agrees to negotiate such effects with the Union as provided by the O.R.C. 4117.

ARTICLE 37
FAMILY AND MEDICAL LEAVE

Section 37.1. Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law.

ARTICLE 38
PART-TIME EMPLOYEES

Section 38.1. Part-time employees shall not be entitled to any paid leave benefit unless required by law or specified in this Agreement.

Section 38.2. When the Employer determines to create and/or fill a part-time Operator/Dispatcher position, employees currently occupying full-time Operator/Dispatcher positions shall be offered the opportunity to transfer to the part-time position. A full-time employee transferring to part time shall carry over all sick leave and vacation accrued as of the date of transfer but shall thereafter only be entitled to such benefits as provided herein for part-time Operator/Dispatchers. Full-time Operator/Dispatchers who have completed their probationary period shall not be required to complete another probationary period upon transferring to a part-time position. In the event a full-time employee agrees to move from a full-time to a part-time position, the employee will not suffer a loss in the hourly rate of pay. Employees agreeing to exercise this option, will remain at their current level of pay until such time the part-time rate of pay is equal.

Section 38.3. The Employer agrees that the employment of part-time Operators/Dispatchers shall not result in the abolishment of any full-time bargaining unit positions nor the layoff of any full-time bargaining unit employees.

Section 38.4. When the Employer determines to create and/or fill a full-time Operator/Dispatcher position, the position will be offered to the most senior, qualified part-time Operator/Dispatcher.

ARTICLE 39
LEAVE DONATION

Section 39.1. Whenever an employee of the Employer is incapacitated by a catastrophic illness or injury, and the affected employee has exhausted all other paid leave balances available to the employee, other employees of the Employer may be allowed to donate time to the employee under the following guidelines and subject to the approval of the Employer.

Section 39.2. Employees may donate accumulated but unused vacation on a voluntary basis to another employee and all hours donated will be credited to the recipient employee.

Section 39.3. Donated time shall not be reversible and in the event all hours donated are not used for the catastrophic illness or injury, the balance will remain with the recipient employee.

Section 39.4. Donations shall be in whole hours and donations of a maximum of forty (40) hours, per donating employee, per calendar year.

Section 39.5. Before being credited to the recipient employee, donated time shall be adjusted by multiplying the donating employee's hourly base rate times the hours donated, then dividing by the

recipient employee's hourly base rate at the time of the donation, into the value of the hours donated, rounded to the nearest full hour.

ARTICLE 40 **DRUG/ALCOHOL TESTING**

Section 40.1. If, at any time, the Employer reasonably suspects that an employee is using or under the influence of either a controlled substance or alcohol, a drug and/or alcohol screening test may be conducted on the employee. The Employer may also conduct random, pre-hire, and/or post-incident drug and/or alcohol screening tests on any employee in a safety-sensitive position.

Bargaining unit employees may of their own volition undergo a drug and/or alcohol screening test. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 40.2. All drug screening tests shall be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 40.3. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 40.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee including withholding payment for any days the employee has already been suspended. The use of illegal substances, on or off duty, will ordinarily result in termination of employment. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 40.5. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours

of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the Employer may proceed with the sanctions as set forth in this Article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the Employer and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

Section 40.6. If the testing required above has produced a positive result indicating use of a non-illegal drug including the abuse of legally prescribed medication, the Employer may take disciplinary action and/or require the employee to participate in a rehabilitation or detoxification program. An employee required to participate in a rehabilitation or detoxification program shall be allowed to use available paid leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

If after the testing required above has produced a positive drug test pursuant to this article for illegal drugs, not including legally prescribed drugs, the employee shall be terminated from employment. Any employee that is charged with a felony for the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be placed on an unpaid administrative leave of absence from the employee's position with the Employer, awaiting the resolution of the criminal arrest. If the employee is convicted of a felony, enters into a plea arrangement to avoid a felony conviction, or admits guilt regarding the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be terminated. If the employee is found to be not guilty of the criminal charges by a judge or jury, the employee shall be paid for the amount of time spent on unpaid leave at the employee's base hourly rate of pay. However, the Employer may discipline the employee for any other policy and/or work rule violations that may have occurred. Nothing within this section shall be construed as a waiver of any rights to appeal in accordance with Article 33 herein.

Section 40.7. If the employee is not terminated and tests positive during a retesting within one (1) year after the employee's return to work from such a program or refuses to take a drug test, the employee shall be subject to termination of employment.

Section 40.8. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee, other than post-incident testing, shall be at the employee's expense.

Section 40.9. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 41 **DURATION**

Section 41.1. This Agreement shall be effective January 1, 2014, and shall remain in full force and effect through 12:00 midnight on December 31, 2016.

Section 41.2. 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 sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by fax, email, hand delivery or certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent, unless the time period is mutually extended by both parties. If neither party gives notice as provided herein, this Agreement shall be renewed in its present form for one (1) additional year.

Section 41.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining or reserved as a management right and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements and practices, either oral, written, implied, or assumed are hereby canceled.

SIGNATURE PAGE

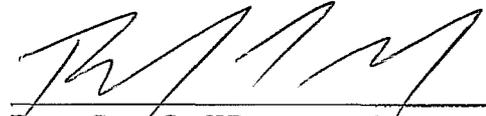
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the 14th day of March, 2014.

14th (LHW)

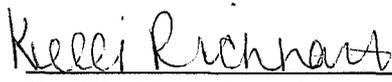
FOR THE BOARD OF MIAMI
COUNTY COMMISSIONERS

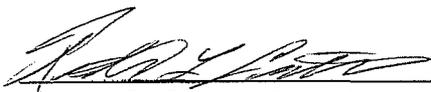
FOR THE FOP/OLC:


John O'Brien, Commissioner


Barry Gray, Staff Representative

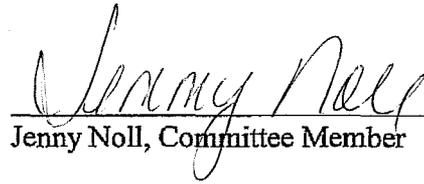
(Absent)
John Evans, Commissioner


Kelli Richhart, Committee Member


Richard L. Cultice, Commissioner


Alisha Lancaster, Committee Member


Jeffery Busch, Director


Jenny Noll, Committee Member


Fred Lord, Management Consultant