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AGREEMENT BETWEEN

E RICHLAND COUNTY BOARD OF COMMISSIONERS

EMERGENCY MANAGEMENT AGENCY

911

AND

FRATERNAL ORDER OF POLICE,

OHIO LABOR COUNCIL



Emergency Management Dispatchers

Effective: January 1, 2015

Expires: December 31, 2017

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ARTICLE 1
AGREEMENT

- 1.1 This agreement between the Richland County Commissioners (Richland County Emergency Management Agency) (Employer) and the Fraternal Order of Police/Ohio Labor Council Incorporated (FOP/OLC) (Union) is entered into for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its employees and their representatives.
- 1.2 The following shall be considered as subjects to be negotiated by the Employer with the Union for all members of the bargaining unit; wages; hours; terms and conditions of employment.
- 1.3 Should any part of this agreement be invalid by the operation of law existing now or promulgated in the future, or be declared invalid by any tribunal or competent jurisdiction, such invalidation shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to this agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this agreement by good-faith negotiations.
- 1.4 The agreement shall be reduced to booklet form within 30 days from the execution date of this agreement with the costs being equally shared by both parties. The number printed shall be twenty (20) copies. The Union shall receive fifteen (15) copies. For employees entering this bargaining unit after the effective date of this agreement the Employer will provide copies of this agreement.

ARTICLE 2
RECOGNITION

- 2.1 The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter Labor Council or Union) as the sole and exclusive representative of all full-time and full-time/part-time dispatchers, for the purpose of collective bargaining. The bargaining unit shall consist of all full-time and all full-time/part-time dispatchers now or hereafter employed by the Employer.
- 2.2 Full-time employees are those who are regularly scheduled to work eighty (80) hours per pay.
- 2.3 Probationary Employees. A new employee whose position is otherwise covered under this Agreement shall be considered a probationary employee until he/she has successfully completed the one year (365 days) probationary period. Upon successful completion of a one year (365 days) probationary period, the employee shall have seniority computed from the date of his/her last hiring. A newly hired probationary employee may not accrue compensatory time or personal days during the initial one hundred eighty days (180) of

their probationary period. A probationary member may take unpaid time off provided it does not create an overtime situation. Any such "unpaid leave" request shall also be subject to time off requests by more senior dispatchers that were submitted at least fourteen (14) days in advance of the requested date. A newly hired probationary employee may be terminated at any time during his/her probationary period and shall have no right to appeal or grieve over such removal.

- 2.4 Part-time/full-time employees are employees who regularly work 30 hours or more per week and are assigned to any shift to cover the absence of a full-time employee.
- 2.5 Any employee promoted to the position of lead dispatcher shall serve a six (6) month probationary period. If they do not successfully complete their probationary period, they will be returned to their former position.

ARTICLE 3

FAIR SHARE FEE AND DUES DEDUCTION

- 3.1 It is hereby agreed between the Employer and the Labor Council that thirty (30) days following the beginning of employment or the effective date of this agreement, whichever is later, every employee in the bargaining unit shall either become a dues paying member of the Labor Council, or remit a fair share fee in an amount not to exceed the dues of said employee organization. Fair share fees shall be an automatic monthly deduction. Dues deduction shall require a voluntary dues authorization signed by the employee electing such deduction.

The Employer agrees to remit said dues and/or fair share fees directly to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio, 43215, on a monthly basis.

Any changes in the amount of dues and fair share fees to be deducted shall be certified by the Labor Council, in writing to the Employer, at least thirty (30) calendar days in advance of the effective date of the change.

- 3.2 Any non-member of the Labor Council may exercise the option provided in Section 4117.09 (C) of the Ohio Revised Code for Charitable Contributions.
- 3.3 Any non-member of the Labor Council may apply for reimbursement of any portion of the fair share fee amount, not used for collective bargaining and representation purposes, to the reimbursement committee of the Labor Council as provided under Section 4117.09 (C) of the Ohio Revised Code.
- 3.4 The Labor Council agrees to indemnify and hold the Employer harmless from any and all liabilities or damages (claims, actions, or proceedings) which may arise from the performance of its obligations under this article. Once dues and fair share fees are

remitted to the Labor Council, their disposition thereafter shall be the sole obligation and responsibility of the Labor Council.

- 3.5 The Employer shall deduct F.O.P./O.L.C. dues, in equal amounts, from the first and last pay each month

ARTICLE 4

UNION BUSINESS AND OFFICIAL'S ROSTER

- 4.1 The Union shall submit in writing the name of any employee who is to act as an Union Representative for the purpose of processing grievances. The employees shall not be permitted to function as Union Representatives until the Union has presented the Employer with written certification of the individuals selected.
- 4.2 The Union shall provide to the Employer an official roster of its officers and representatives within fifteen (15) days of the execution of this agreement. The Union shall provide updated rosters within fifteen (15) days of a change. Each roster shall include the Union Officer or position held.
- 4.3 Union Associate. Within thirty (30) days of the execution of this Agreement, the union shall notify the Employer of the newly elected union associate and alternate. The authorized function and responsibilities of the Union Associate, and an alternate to replace the Union Associate when he/she is absent due to authorized leave in excess of five (5) working days, or where the grievance time limits are expiring, are the following:
1. Attendance at labor management meetings;
 2. Posting of Union notices on Union bulletin boards;
 3. Representing the Union in investigating and processing grievances;
 4. When acting as a grievance representative;
 5. General supervisory review of grievances;
 6. Acting as a liaison between the Employer and the Union;
 7. Attend FOP training seminars or educational courses;
 8. Matters involving labor management relations;

The Union Associate shall be reasonably released from his/her normal duty hours upon written request to the Director to participate in the aforementioned matters without loss of pay or benefits. The release shall not interfere, interrupt or disrupt the performance of his/her normally assigned duties. No Union business shall be conducted during assigned

overtime hours. It is specifically understood between the parties that performance of the Employee's duties shall have priority over performance of Union business.

The Union Associate or his/her alternate shall use no more than forty five (45) hours per year on the aforesaid matters. Additional time to perform the above Union business by the Union Associate may be granted by the Director within his/her sole discretion.

- 4.4 Union leave may be provided to a Union Associate, or his/her designated alternate, for a maximum of two (2) days per year to attend Union convention. The Union shall inform the Employer as to who is taking the leave four (4) weeks prior to requesting leave. Such leave shall be unpaid and be subject to operational needs of the department.
- 4.5 Negotiations. Reasonable provision shall be made by the Employer so that bargaining unit members, which consist of the Union Associate and two (2) bargaining unit members selected by the Union as representatives on their negotiating committee and scheduled for duty may be carried on special assignment for the entire assigned shift for the purpose of negotiating on days of actual negotiating during the term of this agreement. The number of employees on the negotiating committee shall be limited to no more than two (2) employees.
- 4.6 F.O.P. training for Union Representatives only may occur upon mutual agreement between labor and management. The Union Associate shall submit a written request to the Director for approval of training. Scheduling for this training will be coordinated between the Director and the Union Associate. Allowances for this training, as long as it is within reason, will not be arbitrarily withheld but will be subject to minimum staffing per Article 41. This leave shall be paid at straight time for eight (8) hours per calendar year for each the associate and the alternate.

ARTICLE S

EFFECT OF AGREEMENT

- 5.1 This agreement is a final and complete agreement of all negotiated items that are in effect throughout the term of the agreement. This agreement may be amended only by written agreement between the Employer and the Union, no verbal statements shall supersede any provisions of this contract.
- 5.2 In the event the parties discover during the term of the agreement that fringe benefits and other rights by the Ohio Revised Code were in effect but not collectively bargained by the parties, then the parties agree such will be negotiated within a reasonable time of discovery. In the event of impasse, resolution will be through R.C. Chapter 4117.

ARTICLE 6

NON-DISCRIMINATION AND EQUAL EMPLOYMENT

- 6.01 The Employer and the Union agree that for the duration of this agreement, neither shall discriminate against any member of the Union because of race, color, religion, sex, national origin, age, handicap, disability, ancestry or marital status. Nor shall the Employer or the Union discriminate against any member of the Union because of his/her membership or non-membership in the Union. Both the Employer and the Union recognize their respective responsibilities under applicable federal, state and local laws, and executive orders relating to civil rights and employment practices.

ARTICLE 7

LABOR-MANAGEMENT MEETINGS

- 7.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, once every two (2) months on a mutually agreeable day and time, the Employer and/or his/her designee(s) may meet with not more than two (2) employee representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement. Employees attending such meetings during their regularly scheduled hours shall receive no additional compensation but an employee attending such meetings during non-working hours shall be paid two hours at time and one-half.
- 7.2 An agenda will be furnished at least ten (10) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meetings and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:
1. Discuss the administration of this agreement;
 2. Notify the Union of changes made by the Employer which may affect the Union;
 3. Disseminate general information of interest to the parties;
 4. Discuss ways to improve efficiency; and
 5. To consider and discuss health and safety matters relating to employees.
- 7.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.
- 7.4 Labor/Management meetings are not intended as negotiating sessions to alter or amend the basic agreement.

ARTICLE 8

BARGAINING UNIT WORK

- 8.1 Bargaining unit work shall be performed by bargaining unit members.
- 8.2 The Employer shall not contract out work normally performed by bargaining unit members for the duration of this agreement.
- 8.3 All overtime opportunities that are normally performed by bargaining unit employees shall be offered to said employees. Overtime opportunities shall be distributed as evenly as possible except in emergency circumstances.
- 8.4 The Dispatcher Supervisor shall perform bargaining unit work on an as need basis as determined by the Employer. The work performed by the Dispatcher Supervisor shall be as a supplement in times of need and shall not displace overtime for bargaining unit members.

ARTICLE 9

MANAGEMENT RIGHTS

- 9.1 The Union recognizes and accepts the exclusive right and authority of the Employer except where the Agreement expressly provides otherwise to determine all matters of expressed, implied or inherent Managerial rights, duties and responsibilities. Such rights shall include but are not limited to the following:
 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 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 lay off, abolish jobs, 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.

ARTICLE 10

DISCIPLINE/CORRECTIVE ACTION

- 10.1 No employee shall, for disciplinary reasons be removed, reduced in pay or position, suspended, required to work on days off without compensation, reprimanded, or otherwise disciplined without just cause. Any appeal of an individual employee shall be considered through the steps of the grievance procedure. Such an appeal may be based on procedural or substantive objections to the actions of the Director or other management officials.

A grievance under this section shall be the employee's exclusive remedy to challenge a discharge or suspension and no appeal to the state personnel board of review shall be permitted.

- 10.2 The Employer agrees that all disciplinary procedures shall be handled in a confidential manner, out of public and department view and in a professional like manner. Any employee in disagreement with a discharge may file a grievance in accordance with the grievance procedure contained in this agreement.

- 10.3 Complaints. When any complaint is made against any bargaining unit member, it shall be in written form. If the investigation of the complaint reveals no corroborative evidence, or that the act or acts did not occur, or did not involve the bargaining unit member, then the complaint shall be classified as unfounded and will not become part of the employee's personnel file.

- 10.4 Discovery. Prior to pre-disciplinary hearing which may result in discipline, an employee shall be provided copies of the following upon written request: Transcripts, records, written statements, reports, video tapes and results of any tests that will be used against the employee during the pre-disciplinary hearing; discovery shall be made at least two (2) calendar days prior to any scheduled hearing.

- 10.5 Discipline. The principles of progressive corrective action will be followed with respect to minor offenses. Normally, the progression will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to a dismissal. The Employer may skip any step of progressive action if the violations are of a serious nature. Further, the Employer agrees to fairly and equitably discipline members.

The example of specific offenses given in any grouping are not all inclusive and serve merely as a guide.

Records of instruction and cautioning, written records of disciplinary reprimands and/or suspensions will be removed from the employee's personnel file twelve (12) months after the effective date of the disciplinary action providing there is not intervening discipline for any similar offenses during that time. Disciplinary measures that have been removed under the terms of the section shall not be used in determining subsequent disciplinary action.

10.6 Charges of Misconduct. Any charge of misconduct shall be in written form, stating the alleged violations against an employee. When an employee is charged with misconduct which may result in suspension, reduction, or dismissal, the employee shall be given a copy of written and signed charges within at least three (3) calendar days prior to any hearing. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.

10.7 Work Rules. The Employer agrees that work rules shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement. Any charge by a bargaining unit member that a work rule, general order, or the like is in violation of this agreement, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The department will provide bargaining unit members copies of any revised or new work rules, general orders, and the like ten (10) days in advance of their effective dates. Operating procedures requiring immediate implementation shall be posted for the inspection of all employees. If the operating procedure becomes a work rule for continued implementation, copies of the work rule shall be furnished to all members of the bargaining unit.

10.8 Personnel Files. Ohio Public Records Law provides that employee's personnel files are subject to public inspection upon request. Every employee shall be allowed to review the contents of his/her personnel files at all reasonable times upon written request. Memoranda clarifying and explaining alleged inaccuracies of any document in his/her file may be added to the file by the respective employee. Only one personnel file shall remain in the custody of the Employer. A complete and accurate copy of the files shall be kept in the EMA office.

A. Employees will be notified by writing and left in their mailbox, and, if possible, by a telephone call, that the request or subpoena has been made to review their file.

B. Prior to release of the public records, the Director will review the personnel file to ensure that it contains no confidential matter.

C. In the event the person is furnished copies, the employee shall also be provided with such copies.

D. A County employee must remain with the personnel files during the time the files are reviewed so that nothing can be added or removed from the file.

10.9 Right of Representation. An employee who is required by the Employer to attend a

meeting or conference that the employee reasonably believes may result in disciplinary action may request the presence of his/her attorney and/or union Staff Representative or in his/her absence, another mutually agreed upon Union Representative. If the employee requests the presence of an attorney or union representative questioning shall cease and the attorney or union representative shall be summoned without undue delay. Information which is obtained from the employee without the presence of a union representative shall not be admissible in any subsequent administrative or departmental hearing. Employees are guaranteed certain rights which are located in the Ohio Revised Code under Section 4117.

- 10.10** Off Duty. Except as specifically provide by statute, employees are free to become involved in civic, cultural, and societal activities individually or with each other as they so desire. They are also free to exercise or not to exercise any or all of their individual rights, including but not limited to those included in the First Amendment of the Constitution of the United States. This provision is subject to the provisions Section 124.57 of the Ohio Revised Code. It is further understood that employment with the Richland County Commissioners Emergency Management Agency shall take priority over any off duty employment or other activities.
- 10.11** The employer will provide to the employee written notification of any documents being added to his/her personnel file.
- 10.12** Other Records. Unsubstantiated or unproven allegations of misconduct made against an employee shall not be used in any disciplinary action nor be shared outside the department. Any records, reports, memoranda, etc., of unsubstantiated or unproven allegations of misconduct made against an employee shall not be placed in the employee's personnel file. All records, memoranda, etc., of any unsubstantiated or unproven allegations of misconduct shall be destroyed following the prescribed legal requirements as established by the Ohio Public Record's Law.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 The term "Grievance" shall mean an allegation by a bargaining unit employee or Union representative that there has been a violation, misinterpretation or misapplication of this agreement and/or any disciplinary action taken against an employee. There shall be no appeal to the State Personnel Board of Review on any grievances.
- 11.02 All time limits on grievances may be extended upon mutual consent of the parties involved, but any such agreement must be in writing and signed by both the parties. Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent.
- 11.03 It is mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances, 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:

Discussion Step: Prior to the presentation of a written grievance, employees must first attempt to resolve the issue with the Employer through discussion. This discussion must take place within thirty (30) days of the incident that gave rise to the grievance or the date the employee, exercising reasonable diligence, should have known about the incident. The employee/s shall notify the Employer in writing that they wish to initiate this step. The Employer will then schedule a meeting to discuss the matter within fourteen (14) calendar days of receiving the written request.

STEP 1: In order for a grievance to receive consideration under this procedure, the grievant, with the grievance representative, if the former desires, or a union representative, must identify the alleged grievance in writing and present it to the appropriate Supervisor within seven (7) calendar days following the discussions regarding this issue. The Supervisor under this article means the Supervisor under which the aggrieved employee is assigned.

The Supervisor shall have fourteen (14) calendar days in which to schedule and conduct a meeting with the grieved employee and his/her appropriate grievance representative, if the grievant requests so in writing, and respond directly to the grievant or the union representative within seven (7) working days as set forth in Section 11.08 of this Article.

STEP 2: If the grievance is not resolved in Step 1, the employee, with the appropriate representative, if the former desires, may present the grievance to the Director within seven (7) calendar days after receiving the Step 1 reply. The Director shall have fourteen (14) calendar days in which to schedule and conduct a meeting with the grieved employee and his/her appropriate grievance representative, if the grievant

requests so in writing, and respond directly to the grievant or the union representative within three (3) working days as set forth in Section 11.08 of this Article.

STEP 3: If the grievance is not resolved in Step 2, the employee with the appropriate grievance representative, if the former desires, may submit the grievance to the Commissioners or their designee within seven (7) calendar days after receiving the Step 2 reply. The Commissioners, or their designee, shall have fourteen (14) calendar days in which to schedule and conduct a meeting with the grieved employee and his/her appropriate grievance representative, if the grievant requests so in writing and respond within three (3) working days as set forth in Section 11.08 of this Article.

STEP 4: If a matter has not been satisfactorily resolved through the procedure set forth above, the Union through the Union Associate, within thirty (30) days after the issuance of the decision of Commissioners or longer if agreed, shall notify the Employer, in writing, that the Union intends to submit the matter to arbitration. In the event of arbitration, the parties shall state in writing the issue or issues to the arbitrator and shall attempt to agree on an arbitrator. In the event of a failure to mutually agree upon an arbitrator, the employer and the Union shall request a list of seven (7) names from the Federal Mediation and Conciliation Service (FMCS); within five (5) working days after the receipt of the list of arbitrators from FMCS, the employer and the Union will alternately strike names from the list until the name of one arbitrator remains. The party to strike first shall be determined by the flip of a coin; and each succeeding arbitration the Employer and the Union then will alternate being the first party to strike a name. The employer and the Union will notify FMCS of an arbitrator whose name is not struck and who will serve as an arbitrator for the grievance. Either party shall have the right to reject one list submitted by the FMCS.

As soon as the arbitrator has been selected, he/she shall proceed to schedule a hearing on the matter in dispute. The Employer and the Union shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense for the cost of subpoena of its witness to testify in its case. Each party shall pay one-half of expenses incident to the cost of the services of an arbitrator. Either party may demand that a written transcript of testimony be taken, which shall be paid for by the requesting party, other costs shall be divided equally between the employer and the Union. The arbitrator shall make a decision within thirty (30) calendar days after submission of the case to him after such a hearing. If such decision is within the authority herein conferred upon him, it shall be final and binding upon the employer and the Union and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

1. The arbitrator shall have the authority to interpret this agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this agreement.
2. The arbitrator shall have no authority to add to, strike from, or modify any of the

terms this agreement, or to pass upon any issue excluded from arbitration by the terms thereof.

3. The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.
- 11.4** The grievant and the representative shall be allowed time off with pay at regular rate from regular duties for attendance at scheduled meetings and arbitration under the grievance procedure. The grievance meetings and arbitration shall be held during normal business hours.
- 11.5** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:
1. A grieved employee's name and signature;
 2. A grieved employee's classification, if known;
 3. Date grievance was filed in writing;
 4. Date and time grievance occurred, if known;
 5. The location where the grievance occurred, if known;
 6. A description of the incident(s) giving rise to the grievance;
 7. Specific articles and sections of the agreement violated; and,
 8. Desired remedy to resolve the grievance.
- 11.6** A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. All employees joining in the grievance shall sign their names to a sheet that shall be attached to the grievance.
- 11.7** 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 each step to lapse without further appeal. Any grievance which is not processed by management above the first step of the grievance procedure, within the time limits provided shall be considered resolved in favor of the grievant, without precedent.
- 11.8** At each step of the grievance procedure the person or group hearing the grievance shall issue a written report of their findings and recommendations on whether the contract was violated and the suggested remedy. A copy of this report shall be given to the Director,

the grieved employee and the Union Associate.

ARTICLE 12

SENIORITY

12.1 Definition of Seniority. Seniority shall mean length of continuous service within the bargaining unit from the most recent date of hire with the Richland County Emergency Management Agency. If an employee is reinstated within one (1) year of his/her resignation he/she will have greater seniority than that of a person newly hired on the same date.

12.2 Watch. In September of each year, members shall select their shift assignment by seniority. Shift selections shall go into effect at the beginning of the next work schedule after January.

12.03 Termination of Seniority. An employees' seniority shall terminate in the following events:

- A. Resignation of the employee.
- B. If the employee is discharged for just cause, accepted or upheld by the proper authority, excluding the Ohio Bureau of Employment Services.
- C. If the employee does not return at the expiration of a leave or absence or if the employee takes other employment, during a leave of absence, unless consented to by the Director.
- D. If the employee is absent for more than ninety (90) days after the termination of military service.
- E. If while on lay-off status an employee fails to report to work within ten (10) days after being notified by certified mail, return receipt requested, to the employee's last known address of record with the County.

ARTICLE 13

HOURS OF WORK, OVERTIME AND COURT TIME

13.1 For the purpose of this agreement, a work day shall normally consist of either eight (8) or twelve (12) scheduled consecutive hours in a twenty-four (24) hour period commencing with the start of a shift. A normal work week for full-time employees shall normally consist of either thirty-six (36) or forty (40) scheduled hours within a calendar week. A normal pay period for a full time employee shall normally consist of eighty (80) hours.

Employees shall work one of two shifts:

Day Shift: From 0600 to 1800 or

Night Shift From 1800 to 0600

13.2 Any duty hours in excess of forty (40) hours in a work week shall constitute overtime. Compensable time (holidays, vacation days, sick days, compensatory days, and actual duty hours) shall be considered as time worked for the purposes of computing overtime. However, members shall not receive overtime pay on the same day they utilized sick leave. Overtime shall be compensated at one of the following rates as applicable:

1. Time and one-half (1 ½) for all hours of duty in excess of eight (8) in one (1) work day, or forty (40) in a work week.
2. When overtime is required, overtime will be paid at the rate of time and one-half (1 ½) of the employee's rate. Overtime requests shall be posted and be offered voluntarily. When insufficient volunteers are available, or when there is a call off that's required to be filled, the on-call dispatcher will fill the position. In the event that additional overtime is required, hours will first be offered to the most senior employee at the top of the rotational list who are assigned to the shift but not already scheduled. If the most senior employee does not agree to work, the hours will be offered to the next person on the list and so on. Should no one accept the hours, the least senior employee for that rotation will be forced to work the hours. However, no employee shall be mandated two (2) consecutive calendar days in a row or more than twenty 20 hours per pay period if the staffing levels permit.
3. When an opening on a shift occurs due to the absence, for any reason, of a member of the bargaining unit, and the position is to be filled by someone working in an overtime capacity, the first right of refusal for the resulting overtime shall be given to the remaining members of this bargaining unit.

13.3 No overtime shall be paid unless directed by the Director, his/her designee, or the Dispatcher Supervisor, prior to being worked except in the case of work related court appearances. Any off duty employee subpoenaed or directed to appear for work related reasons in court or any pretrial conference shall be compensated for his/her overtime calculated by the actual time when the employee leaves his/her residence, conducts the court business and then returns directly to his/her residence. In any event, said employee shall be guaranteed a minimum of three (3) hours pay at his/her overtime rate for work related court appearances on other than his/her regularly scheduled tour of duty.

13.4 Shifts shall not be changed solely to avoid the payment of overtime.

13.5 Employees may accumulate compensatory time off in lieu of overtime. The employee may take compensatory time off only with prior approval from their immediate

supervisor or his/her designee. Any accrued but unused compensatory time may be submitted for cash out by November 1 of each calendar year and will be paid no later than the first pay period after November 1. However, a member may elect to accumulate up to one hundred twenty (120) hours of compensatory time.

13.06 The granting of compensatory time off requests that are turned in at least thirty (30) days in advance of the time to be taken off shall be based on seniority. Requests turned in less than thirty (30) days in advance of the requested date may be approved on a first-come, first-served basis. If the supervisor in charge believes compensatory time off will create an undue burden on the operation of the department, then the compensatory time will not be granted. If compensatory time is requested with less than five (5) days advance notice, then it may be denied if it subsequently becomes known that the compensatory time off will create overtime. However, compensatory time requested with at least five (5) days notice will not subsequently be denied solely because that granting the time off will create overtime.

13.07 Compensatory time must be taken in at least one-half (½) hour increments.

ARTICLE 14

JURY DUTY

14.1 Any full time bargaining unit employee who is summoned for jury duty shall be granted leave with full pay. An employee shall provide the employer with a copy of the jury duty summons when requesting such leave. Leaves granted by the employer under the provisions of this article shall commence on the date of appearance noted on such a summons. Employees granted such leave shall notify the employer immediately upon completion of their jury duty obligation.

Any compensation or reimbursement for jury duty shall be remitted by the employee to the employer.

14.2 On occasions where an employee is released early from his/her jury duty obligation, such employee shall report to work in order to complete his/her assigned shift, provided that two (2) or more hours remain in such shift after he/she has been excused from jury duty for that day for a maximum of eight (8) hours in a twenty-four (24) hour period. In the event an employee is not on day shift and is scheduled for jury duty, the Employer shall reassign said employee (with at least twenty-four (24) hours advanced notice) to day shift for such jury duty assignment. Should such a reassignment occur, upon termination of the employee's jury duty obligation the member shall return to his/her regularly scheduled shift.

ARTICLE 15

LONGEVITY

15.01 In addition to the base salary provided in this contract, employees shall receive longevity pay at the rate of five hundred dollars (\$500.00) to be paid in the pay period following the completion of the fifth (5th) year and increase by an additional one hundred dollars (\$100.00) following the completion of each succeeding year. Longevity payments shall be paid in the pay period following the employee's anniversary date. Longevity payments shall accrue for up to a maximum of twenty (20) years of service. Longevity is capped at that level and continuing thereafter.

ARTICLE 16

SHIFT DIFFERENTIAL PAY

16.1 Differential pay will be accorded to employees who are assigned to work the Night Shift from 1800 to 0600.

16.2 Shift differential pay shall be \$.40 for the Night shift from 1800 to 0600.

16.3 The shift differential pay shall be included in the employee's regular bi-weekly paycheck.

16.4 If the employee is assigned to work a shift that begins before 0600 hours or after 1800 hours on any calendar day and works overtime hours contiguous to that shift, shift differential pay shall be paid for all overtime hours worked.

ARTICLE 17

CALL IN PAY

17.1 Call-in pay is defined as payment for work ordered by the Director or his/her designated representative and performed by an employee at a time other than his/her normal and prescheduled hours of work. Any employee called in shall be compensated at double their regular hourly rate for actual hours worked with a minimum of two (2) hours at the double time rate.

- 17.2 If an employee is required to work immediately after or less than one-half (1/2) hour prior to the start of his/her scheduled tour of duty, it shall not be considered call-in pay and compensation at a rate of time and one-half shall be paid for actual hours worked.
- 17.3 Mandatory Management meetings shall not apply to call-in pay, but will be subject to overtime pay.
- 17.4 This Article shall not apply to part-time/full-time employees.

ARTICLE 18

APPLICATION OF STATE CIVIL SERVICE LAW

- 18.1 The parties hereby agree that for the purpose of this agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of personnel actions, or any other documentation, regarding bargaining unit personnel, to the Ohio Department of Administrative Services apply to bargaining unit employees.
- 18.2 It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the express matters covered by this agreement.
- 18.3 The parties agree that where this agreement makes no specification about a matter, the Employer and employees shall be subject to applicable laws pertaining to wages, hours and terms and conditions of employment.

ARTICLE 19

VACATION

19.1 Vacation. Regular full-time employees are entitled to vacation with pay after one (1) year of service with the employer. The amount of vacation leave to which a full-time employee is entitled is based upon years of service. Vacation time shall be accrued per pay period and displayed on the employee's pay stub.

<u>YEAR OF SERVICE</u>	<u>VACATION</u>
Less than one (1) year	None
One (1) year, but less than eight (8) years	80 Hours
Eight (8) years, but less than fifteen (15) years	120 Hours
Fifteen (15) years, but less than twenty-five (25) years	160 Hours
Twenty-five (25) years or more	200 Hours

19.2 The minimum chargeable vacation increment shall be one (1) hour.

19.3 An employee may carry indefinitely the amount of time which he/she receives for two (2) calendar years, but may not exceed that amount. In the event that an employee's vacation bank does exceed the maximum allowable amount, the employee must be given ninety (90) days written notice in which to reduce their vacation bank. In the event that the employee, after being so notified, fails to reduce his/her vacation bank, the Employer shall reduce the amount of the employee's vacation bank by scheduling vacation time for said employee. The mandated vacation time schedule by the Employer for said employee shall not reduce the employee's vacation bank lower than the maximum amount of hours allowed in the agreement.

19.4 An employee who is on an approved leave of vacation of 5 consecutive days or more, including regular days off, may not be ordered in to work.

ARTICLE 20

HOLIDAYS

20.1 Designated Holidays. The following are designated holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day (2nd Monday in October)
Veteran's Day (November 11th)
Thanksgiving Day
Day after Thanksgiving
Christmas Day

20.2 Pay for Holidays. Employees shall be paid eight (8) hours pay at the applicable straight time rate for each of the holidays declared in Section 22.01 above if they do not work the holiday. Payment shall be made for such holiday pay, provided the employee is in an active pay status on his/her last scheduled shift preceding the holiday and his/her first schedule shift following the paid holiday. An employee on injury leave, sick leave, and vacation shall be eligible for holiday pay.

Employees covered by this Agreement who are required to work on a holiday shall be paid double time for all hours worked.

20.3 Religious Observances. Employees may be granted leave with pay to attend religious observances with the approval of the Director. Religious observances include those which require an employee's attendance at church, synagogue, or another place of worship. Leave shall be limited to the hours actually necessary to attend services or observances. This is subject to manpower limitations.

20.4 In addition and annually, each covered employee shall be entitled to thirty-six (36) hours off with the permission of his/her supervisor which permission shall not be arbitrarily withheld. These hours are to be taken within the year (defined as calendar year) earned or they will be forfeited.

20.5 Designated days. On any day or partial day designated by the county commissioners or his/her designee as a day or partial day off for County employees, employees covered by this Agreement will be given the same number of hours off if scheduling permits, or equal compensatory time at a later date. Employees shall be

entitled to a paid holiday on any other day appointed and recommended by the Governor of this State or the President of the United States and adopted by the Richland County Commissioners.

ARTICLE 21

WAGES

Section 1-Wage Rates:

Effective January 1, 2015, the following wage will be used by all bargaining unit members.

LEVEL	Probation New	2nd - 3rd yrs	4 th - 5 th yrs	6 th - 7 th yrs	8 th - 9 th yrs	10 th yr - top pay
Hourly	\$13.48	\$13.90	\$14.33	\$15.24	\$16.30	\$17.14

*From the date of hire until the first anniversary after successful completion of their one year probationary period.

Section 2-Lead Dispatcher:

Lead Dispatchers will receive one dollar and fifty cents (\$1.50) more per hour above their current rate, effective with the next full pay period subsequent to promotion.

Section 3-Current Members Above Top Rate:

All bargaining unit members who are currently being paid above these rates will be frozen until the wage scale is increased to that level or higher.

Section 4: Bargaining unit members who are on-call will receive \$7.50 or ½ hour of compensatory time a day unless they are called in on overtime per Article 17. On-call coverage selection will be based on seniority.

ARTICLE 22

INSURANCE

22.01 The Employer agrees to provide during the life of this Agreement hospitalization and

medical insurance with the same coverage as is provided to the Board of County Commissioners and to County Employees paid from the County General Fund and not covered by a Collective Bargaining Agreement.

Bargaining unit members shall pay monthly contributions for 2015 as listed below:

FAMILY	SINGLE
\$118.00	\$85.00

From the date of execution and for the balance of this Agreement, employees shall pay the same employee contribution as a majority of other County employees provided however, that for the years 2016 and 2017 the employee's contribution shall not increase by more than five dollars (\$5.00) per employee, per month.

- 22.2** Eligible employees electing not to take hospitalization and medical insurance will receive one thousand dollars (\$1,000) a year.
- 22.3** Employees may elect to change from one plan to another or to take no insurance coverage at least once a year and at other times that they experience a change in status in accordance with the plan.
- 22.4** In addition to the plan of medical/hospital, surgical insurance and optional dental insurance, there shall be made available to full-time employees in the bargaining unit, upon the terms and conditions set forth below, life, accidental death and dismemberment, and professional liability insurance as follows:
- A. Group Life and Accidental Death and Dismemberment Insurance in the amount of (\$10,000) per employee, provided however, that the premium for this insurance coverage for an employee becoming covered by this agreement after its effective date shall be paid by the county and:
- B. Professional Liability Insurance with minimum limits of (\$5,000,000) per person; (\$5,000,000) per incident, and (\$5,000,000) per aggregate, subject to the limits and exclusions contained in the applicable insurance policy. It is understood and agreed that the county will self-insure, subject to the same limitations and exclusions as outlined above, if the insurance becomes available.
- 22.5** If a covered employee and his/her dependant(s) incur covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier shall be subrogated to all the covered employee's and his/her dependant(s) rights of recovery against said third party. The insurance carrier with respect to such illness or injury, and the covered employee and or his/her dependant(s) or the appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance program or to self-insure.

The County shall comply with C.O.B.R.A. to the extent as forth in such law.

- 22.6 The Employer agrees to permit the Union Associate to sit on and have full participatory rights on the Richland County Health Insurance Committee who shall suffer no loss of pay while attending such committee meetings.

ARTICLE 23 **SICK LEAVE**

- 23.1 Sick Leave Accumulation. Upon the execution of this Agreement and each year thereafter for the duration of this Agreement, each employee shall earn sick leave at the current rate of 4.6 hours for each eighty (80) hours in active pay status.
- 23.2 An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- 23.3 An employee who wishes to apply for sick leave shall notify his/her immediate supervisor or other designated person a minimum of at least one hour but not more than five (5) hours before the time he/she is scheduled to report to work, unless prevented by provable inability to make a telephone call, in which case the call shall be made as soon as possible thereafter. This section does not apply when an employee becomes ill during his/her tour of duty and goes home sick. In such case the employee shall only be charged for the actual number of hours of his/her shift that the employee does not complete.
- 23.4 The employee will sign a sick leave request form for all hours of sick leave the employee uses and give such form to the Director or his/her designee on the day they return to work. When an employee utilizes sick leave for three or more consecutive work days a certificate from a licensed physician, dentist, or other licensed practitioner shall be required by the Employer. Sick leave shall be taken in one-half (1/2) hour increments.
- 23.5 Falsification of either a sick leave request form or a physician's certificate may be grounds for disciplinary action.
- 23.6 Sick leave shall be granted to an employee for the following reasons:
1. Personal illness or physical incapacity;
 2. Enforced quarantine of the employee in accordance with community health regulation (such as exposure to a contagious disease);
 3. Illness or injury of a member of the employee's immediate family, requiring the employee's attendance and personal care. Immediate family includes any of the following: Spouse, child, parent, legal guardian or other person who stands in

place of a parent (loco-parentis), grandparents, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, or any relative who is or has been living in the same household as the employee;

4. Pregnancy and/or childbirth and related conditions;
5. Medical, dental or optical examinations or treatments of the employee or a member of his/her immediate family where the employee's presence is required.

23.7 Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the essential functions of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the Employer. If the Employer's physician or employee's physician do not agree on the employee's ability to perform such functions, then the parties shall select a mutually satisfactory physician who shall render a decisive opinion. The cost of the third examination shall be equally divided between the parties.

23.8 As an incentive for employees not to abuse sick leave, the Employer and the Union agree to implement the following incentive program effective upon the signing of this Agreement. For each six (6) month period, from January 1st to June 30th and July 1st to December 31st, employees will be rewarded for not using sick leave by being awarded personal days, or straight time equivalent pay, to be taken at the employee's discretion within six (6) months of the day awarded, and manpower permitting as determined by the employee's supervisor. Personal days or straight time equivalent pay shall be awarded as follows:

SICK LEAVE USED

PERSONAL DAYS AWARDED

12 hours or less

24 hours of personal leave (or pay)

24 hours or less

12 hours of personal leave (or pay)

23.9 Payment of accrued but unused sick leave will be made to each bargaining unit employee, upon disability or service retirement under the Public Employees' Retirement System from active service with employment from the department, who has five (5) or more years of service with the Employer. The amount of payment will be FIFTY PERCENT (50%) of accrued but unused sick leave up to a maximum payment for thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all credit accrued by the employee at the time. Such payment shall be made only once to any employee. In the event of death of an employee, the payment will be made to the employee's estate.

23.10 Any employee who has accumulated at least 500 hours of sick leave credit may, during any calendar year, convert any excess thereof up to a maximum of one hundred and twenty (120) hours of sick leave to vacation leave on the basis of sixteen (16) hours of sick leave for eight (8) hours of vacation leave.

23.11 Employees may donate sick leave pursuant to the County Sick leave Policy (6.13) in effect as of the signing date of this Agreement.

23.12 Sick Leave Abuse & Unauthorized Use:

It is the policy of the Employer to deny the use of sick leave for unauthorized use of sick leave.

Unauthorized use of sick leave shall include the following:

- A. Failure to notify supervisor of medical absence
- B. Failure to complete standard sick leave form (if properly trained to do so)
- C. Failure to provide physician's verification, return to work release or medical documentation when required
- D. Failure to comply with the terms or policies regarding use of sick leave
- E. Fraudulent verification or request
- F. Misuse of sick leave -using sick leave for purposes other than intended.
- G. Maintaining zero (0) leave balances (calling in sick without sufficient sick leave balance to cover absence).
- H. Pattern Abuse -Inappropriate and unauthorized use or abuse of sick leave includes use:
 - 1. Before or after holidays
 - 2. Before or after weekends or regular days off
 - 3. After paydays
 - 4. Any one specific day
 - 5. Absence following overtime worked
 - 6. Or any other approved time off -before or after

Three (3) incidents of pattern abuse in any six (6) month period will be considered prima facie evidence of pattern abuse.

23.13 Procedure for Sick Leave Abuse / Pattern Abuse Discipline

- A. When unauthorized use of sick leave is substantiated by the Employer, the request for sick leave may be denied and corrective disciplinary action shall be implemented pursuant to Article 10.5. In addition, when unauthorized use of sick leave is substantiated, or employee abuse of sick leave is established, the Employer will require a medical practitioners statement for all sick leave use for the next twelve (12) months..

- B. An employee who reports off (due to personal illness or physical incapacity) shall not be able to volunteer to work overtime for twenty-four (24) hours from the end of the shift that they reported off sick.

NOTE: An exception would be given if the employee is subpoenaed or directed to appear in court or any pretrial conference that is work related.

ARTICLE 24

LEAVE OF ABSENCE

- 24.1 Requesting Leave of Absence Without Pay. A member of the Union may request a leave of absence without pay. The request must be made in writing for all leaves of absence without pay. The request shall state the reason(s) for taking a leave of absence and the dates for which leave is being requested. The Employer shall respond to such leave requests within fourteen (14) calendar days.
- 24.2 Length of Leave. Upon written request to the Employer, leave without pay may be granted for any personal reason for a maximum duration of six (6) months. Leave of absence without pay may be granted for a maximum period of two (2) years for purposes of education or training which would be a benefit to the Richland County Emergency Management Agency.
- 24.3 Return to Service. Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or a similar classification if the employee's former classification no longer exists. The Employer has the right to fill the vacated position during the employee's leave of absence. An employee may be returned to active pay status prior to the originally scheduled expiration of the leave of absence if such earlier return is agreed upon by both the employee and the Employer.
- 24.4 Failure to Return from Leave of Absence. An employee who fails to return to duty at the completion of a leave of absence without pay, without reporting to the Employer or his/her representative may be terminated from employment.
- 24.5 While an employee is on leave of absence, at their own request, the employee shall continue to accrue seniority, but shall not accrue benefits.

ARTICLE 25

INJURY LEAVE

- 25.1 Definition. Injury leave is defined as leave granted for a service connected injury, or occupational illness incurred in the course of and arising out of employment with the county. Injury leave shall be approved by the Director.

- 25.2 Amount of paid leave.** An employee who qualifies for injury leave be granted up to four hundred and eighty (480) hours of leave with full normal pay and benefits. Injury leave will not be deducted from accumulated sick leave subject to the term of Section 25.03 of this Article.
- 25.3** Injury leave must be confirmed by the employee's attending physician or one designated by the Employer. If the Employer requires the employee to go to a physician of the Employer's choice or seek a second opinion, then the Employer shall pay for the examination and costs/expenses related to the second examination. The attending physician shall send to the Employer a statement to the effect that the employee is unable to work and a reasonable date of the employee's ability to return to his/her normal duties.
- 25.4** Additional increments of injury leave up to one hundred and sixty (160) hours may be granted by the Director, up to a total of one thousand eighty (1080) hours which equals a total of one thousand five hundred and sixty (1560) hours, after which, time off for leave shall be charged to accumulated sick leave. An employee seeking such additional one hundred sixty (160) hour increments of injury leave at the end of the initial four hundred and eighty (480) hours of injury leave, must present a physician's statement indicating that the employee's injury is such that he/she is unable to return to duties as set forth in Section 25.03 of this Article.
- 25.5** No employee, while on injury leave, shall be employed by another Employer without approval by the Director. If the employee is found to be so employed, or self employed, the Director may terminate the injury leave and implement disciplinary action.
- 25.6** If a holiday falls during a period of injury leave of an employee, the employees shall receive the day off at his/her regular rate of pay and shall not be charged injury leave for that day.
- 25.7 Workers' Compensation.** Any payment to an employee on injury leave shall be considered an advancement of wages to the employee to the extent of the employee's entitlement to Workers' Compensation benefits. As a condition for receiving paid leave, an employee or his/her representative shall:
1. File a claim for Workers' Compensation with the Ohio Bureau of Compensation within a reasonable time after the occurrence of the injury;
 2. Execute the advancement of wages agreement as required by the Ohio Bureau of Workers' Compensation;
 3. Pay over the amount(s) of Workers' Compensation benefit to the extent permitted by the regulations of the Bureau of Workers' Compensation, arrange for the transmittal of those compensation benefits to the Employer.

The Employer and the employee will notify the Bureau of Workers' Compensation in writing that the Employer's payment of injury leave is made as an advancement. If the

final determination of the Ohio Industrial Commission is to deny compensation benefits to the employee on injury leave, any days beyond five (5) which have been or are granted for injury leave shall be deducted from accumulated sick leave. If accumulated sick leave is not available, the employee is responsible for reimbursement of injury leave that was provided.

- 25.8 Determination of illness or injury, in order to qualify initially as a service connected injury, duty related injury, or occupational illness creating eligibility for paid injury leave, the injury must be confirmed by a physician designated by the Employer or the employee's personal physician as being one which prevents the employee from working. Any employee who has been medically determined by a physician designated by the Employer and the employee's personal physician to be capable of working must return to his/her regular assignment; or should the employee similarly be determined capable of restricted duty assignments, may be returned to duty for such assignments by the Director.
- 25.9 Determination of disability. Any employee after a period of one thousand five hundred sixty (1560) hours of injury leave because of service connected injury or illness who is or has been determined by his/her physician or the Employer physician to be permanently incapable of performing his/her assigned duties or light duties, shall seek disability retirement in accordance with law.
- 25.10 While an employee is on injury leave, he/she shall continue to be carried on the Employer's medical insurance program on the same basis as if working.

ARTICLE 26

MATERNITY LEAVE

- 26.1 Maternity leave shall be treated in the same manner as sick leave and shall be subject to the provisions of sick leave.
- 26.2 The employee, at their option, may utilize any or all of accrued sick leave and vacation leave for maternity purposes; after accrued sick leave and vacation leave are exhausted, the employee may request a maternity leave of absence without pay for an additional six (6) month period.
- 26.3 The biological mother and father shall receive forty-eight (48) hours of paid leave immediately subsequent to the birth of a child.

ARTICLE 27

BEREAVEMENT LEAVE

- 27.01 Pay for Bereavement Leave. A leave of absence of forty-eight (48) working hours (with full normal pay) to make funeral arrangements and attend the

funeral of a member of the immediate family, to include spouse, child or parent. A leave of absence of twenty-four (24) hours- (with full normal pay) shall be granted to an employee by the Director to make funeral arrangements and attend the funeral of parents-in-law and other relatives of persons with whom the employee maintains in loco parentis, living in the same household as the employee at the time of the relative's death, and the employee's brother and/or sister, shall be granted to an employee by the Director.

- 27.2 A leave of absence for twenty-four (24) hours- (with full normal pay) shall be granted to an employee to attend the funeral of other immediate family members, to include grandparents, grandparent-in-law, grandchild, half-brother, half-sister, son-in-law, daughter-in-law, brother-in-law and sister-in-law (spouse's sibling or sibling's spouse), shall be granted by the Director.
- 27.3 Leave of absence of twelve (12) hours shall be granted to an employee to attend the funeral of an employee's aunt or uncle, niece or nephew. Proof of death and relationship of the deceased shall be provided upon request to the Director by the employee.
- 27.4 Extended Bereavement Leave. Upon approval of the Director bereavement leave in excess of that provided for in this Article will be charged to the employee's accrued sick leave balance.

ARTICLE 28 MILITARY LEAVE

- 28.1 An employee who is a member of the Ohio National Guard, Ohio Air Guard, Ohio Naval Militia, or other reserve components of the Armed Forces of the United States of America shall be entitled to leaves of absence with pay for their respective duties for such time as they are in such military service on field training or active duty for up to one month in any calendar year. A month means twenty-two eight-hour workdays or one hundred seventy-six (176) hours within one calendar year.
- 28.2 The parties agree to comply with all state of Ohio and federal requirements as it relates to military leave. -

ARTICLE 29 FAMILY AND MEDICAL LEAVE OF ABSENCE

Family and Medical Leave of Absence is provided in keeping with the Family and Medical Leave Act of 1993 as amended. This leave shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit plans or policies for any part of the twelve weeks of leave

to which the bargaining unit member may be entitled under this provision. In other words, if a bargaining unit member is entitled to paid leave under other provisions of this contract, the member must take the paid leave first and if the paid leave is less than twelve (12) weeks, the additional weeks of leave necessary to attain the twelve (12) work weeks of leave required by the Family and Medical Leave Act shall be taken without compensation.

29.1 Definition. For purposes of administering Family and Medical Leave, the following definitions shall be and are adopted:

A. Health Care Provider - The term "health care provider" means:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or

2. Any other person determined by federal mandate to be capable of providing health care services.

B Parent - The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

C. Reduced Leave Schedule - The term "reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per work day, of an employee.

D. Serious Health Condition - The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care in a hospital, hospice, or residential medical care facility, or

2. Continuing treatment by a health care provider.

E. Son or Daughter - The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

1. Under 18 years of age; or

2. 18 years of age or older and incapable of self care because of a mental or physical disability.

F. Spouse - The term "spouse" means a husband or wife, as the case may be.

G. Twelve (12) Month Period - The "12 Month Period" during which the twelve weeks of leave may be taken shall be a rolling twelve month period measured backward from the time an employee uses any of the twelve week leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks that

has not been used during the immediately preceding 12 months.

29.2 Eligibility For Leave. To be eligible for leave a bargaining unit member must have been employed for at least twelve (12) months in total, and must have worked at least 1250 hours during the twelve (12) month period preceding the commencement of the leave. The leave may be granted for one or more of the following for a total of twelve (12) work weeks of leave during the twelve (12) month period as defined in Section 39.01(G):

A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

B. Because of the placement of a son or daughter with the employee for adoption or foster care.

C. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.

D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave under (A) or (B) shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Leave under (A) or (B) shall not be taken intermittently or on a reduced leave schedule.

The entitlement to leave under (C) or (D) may be as follows:

- The leave must be medically necessary. If leave is so requested then the employer may require the bargaining unit member to provide medical certification to support a claim for leave for the bargaining unit members own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the company may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ, the employer at its own expense, may require the binding opinion of a third health care provider, approved jointly by the company and the employee.
- 2. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the employer may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

3. Spouses who are both employed by the employer are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

29.3 Notification And Reporting Requirements. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt employer's operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

29.4 Status of Employee Benefits During Leave of Absence.

- A. Any bargaining unit member who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage by arranging to pay the premium contributions during the period of unpaid absence.
2. In the event that a bargaining unit member elects not to return to work upon completion of an approved unpaid leave of absence, the employer may recover from the employee the cost of any payments made to maintain the employees coverage, unless the failure to return to work was for reason beyond the employees control. Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

29.5 Completion of Leave Form. A request for Family and Medical Leave of Absence Forms must be originated in duplicate by the bargaining unit member. This form should be completed in detail, signed by the bargaining unit member, submitted to the immediate supervisor for proper approval. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence: Sufficient medical certification stating (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the bargaining unit member is needed to provide such care. For purposes of leave for a bargaining unit member's illness, the certificate must state that the bargaining unit member is unable to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

29.6 A. Injury leave entitlements used pursuant to Article 28 shall not be deducted from FMLA entitlements.

- A. An employee eligible for leave under FMLA who has forty (40) hours or less of accumulated sick leave remaining may take unpaid leave under FMLA rather than exhaust the remaining sick leave.
- B. Seniority accumulation shall continue during period of FMLA leave.

ARTICLE 30
LAYOFF AND RECALL

- 30.1 In a case of layoff of bargaining unit employees, the Employer will notify the Union fourteen (14) days in advance of the effective date of the pending layoff. The Employer and the Union shall meet to discuss possible alternatives.
- 30.2 All layoffs in the Richland County Emergency Management Agency shall be strictly by bargaining unit seniority as determined by the last date of hire. Recall shall be in reverse order.
- 30.3 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff.
- 30.4 Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.
- 30.5 The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified.
- 30.6 Bargaining unit employees shall have five (5) calendar days following notice to the Union Representative to notify the Employer of his/her intention to return to work and shall have fifteen (15) days following notice to the Union Representative to report for duty, The Employer and bargaining unit employee have the option to mutually agree that the employee will return on a different date.

ARTICLE 31
PERFORMANCE EVALUATIONS

- 31.1 **Performance Evaluations.** Signatures of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation. No subsequent comments may be made by the Employer or his/her designee on the record copies once signed by the Employee. An employee has the right to respond in writing to

a performance evaluation and said response shall thus become a part of the record.

- 31.2 Employee evaluations shall normally be done by the employee's immediate supervisor.
- 31.3 An employee shall be given a copy of any performance evaluation upon written request.
- 31.4 Performance evaluations will be kept on file for two (2) years in the employee's personnel file. When a performance evaluation becomes more than two (2) years old from the date of signing by the Employer, said performance evaluation shall be removed from the employee's personnel file.

ARTICLE 32
NO STRIKE / NO LOCK OUT

- 32.1 The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties therefore agree to the following:
 - A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, or slowdown which effect the Employer or his/her operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "The strike action is not sanctioned and all employees should return to work immediately", signed by the ranking Union officer in the local.
- 32.2 During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section .01 of this Article.
- 32.3 Nothing in this Article shall be construed to limit or abridge the Employer's or the Union's right to seek other available remedies provided by law to deal with any authorized, unauthorized or lawful or unlawful strikes.

ARTICLE 33

HEALTH AND SAFETY

- 33.1** Occupational safety and health is the mutual concern of the Employer, the Union and the employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.
- 33.2** The Employer shall make reasonable provisions for the safety and health of the employees while on duty.
- 33.3** All employees are responsible for notifying the Employer of any equipment or working conditions which the employee believes to be unsafe. The reporting of such conditions shall be to the Director or his/her designee. The Employer will take reasonable precautions to insure that all equipment is in safe condition.
- 33.4** The Employer shall not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know such operation might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate any such unsafe piece of equipment. In the event that a disagreement arises between the Employer and the employee concerning the question of whether or not a particular piece of equipment is unsafe, the equipment shall not be operated until an appropriate qualified repairman has inspected the equipment and deemed it to be safe for operation.
- 33.5** Employees shall not be disciplined for failure or refusal to engage in unsafe practices in violation of applicable federal, state, local or departmental safety laws or regulations. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular directive or practice is unsafe, the Employer and the Union shall schedule labor/management meeting to try to resolve the matter. Any question concerning the propriety of directives or practices may be resolved in the grievance procedure.
- 33.6** The parties agree that any safety concerns may be addressed in accordance with Article 7, Labor/Management Meetings.

ARTICLE 34

TRAINING

- 34.1** The Employer and the Union agree that in order to maintain professionalism and efficiency in the Richland County Emergency Management Agency, the Employer may develop and maintain a training program for its employees

- 34.2 The Employer may reassign an employee of this bargaining unit to different hours on the days the employee is regularly scheduled to work for work-related training purposes only. During such period of assignment the employee shall continue to receive his/her shift differential pay if at the time of the reassignment such employee was receiving differential pay.
- 34.3 Any member of the bargaining unit who is attending a work-related training seminar, school or other related educational program shall be compensated at a rate of 1-1/2 times of his/her normal rate of pay for any hours beyond eight (8) hours of training in a twenty-four (24) hour period. This shall include compensation at the same rate for travel time involved while traveling to and from the training location, and is beyond the eight (8) hours of training and travel time combined but only if the training site is outside Richland County, Ohio. Otherwise, travel time will not be considered.
- 34.4 Any time an employee is required to attend training outside Richland County, the Employer shall pay mileage, meals, and lodging for such employee(s) attending such training or school. Employees will be given a special check prior to training or school for his/her meals in the amount of thirty dollars (\$30.00) per day for three meals. In instances where less than three meals are required, the employee shall be furnished a check in the amount of fifteen dollars (\$15.00) for dinner, eight dollars (\$8.00) for lunch and seven dollars (\$7.00) for breakfast. Amounts of thirty dollars (\$30.00) or less shall not require receipts. Amounts in excess of thirty dollars (\$30.00) approved by the Director, shall require a receipt.
- 34.5 The Employer shall not require an employee to waive any part of this article as a condition of attending a school or training program where attendance is required by the Employer.
- 34.6 Any member of the bargaining unit who is required by the Employer to attend any work-related training on any regularly scheduled day off shall receive compensation in accordance with Article 13.
- 34.7 In cases where a lead dispatcher is not available, members of the bargaining unit who volunteer to perform the duties of training recently hired personnel to the duties of dispatcher shall be compensated at the rate of (\$1.25) in addition to the regular hourly rate (including shift differential) for each hour they serve in that capacity. The lead dispatcher on each shift will perform the duties of training newly hired personnel the duties of dispatcher.
- 34.8 Trainees shall be assigned the same day off as the lead dispatcher.
- 34.9 Lead dispatchers shall evaluate trainees. The lead dispatcher evaluation shall be considered as part of the probationary evaluation of the trainee.

ARTICLE 35

RECEIPT OF DOCUMENTS

35.01 Employees in this Union will not be required or ordered to sign any documents relating to administrative matters, except to acknowledge receipt or to have read said document. Employees, upon written request will be given a copy of any document which he/she signs.

ARTICLE 36

ORDERS

36.01 An employee may request that an order be placed in writing as soon as possible and practical when the employee believes the order to be immoral, illegal, unethical or contrary to the department S.O.P. The Employer shall not unreasonably deny such request. An employee shall not unreasonably request written orders, and such requests shall not be made for the purpose of harassing the Employer.

ARTICLE 37

BULLETIN BOARDS

- 37.1 The Employer agrees to provide a portion of an existing bulletin board for use by the Union.
- 37.2 The Union notices which appear on the bulletin board shall be signed, posted, and removed by the Union Associate.
- 37.3 It is also understood that no material may be posted on the bulletin board at any time which contains the following:
- A. Personal attacks upon any other member or any other employee;
 - B. Scandalous, scurrilous or derogatory attacks upon the administration;
 - C. Attacks on any employee organization, regardless of whether the organization has local membership; and
 - D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization

ARTICLE 38

UNIFORMS

- 38.1** In an effort to establish a level of professionalism in the workplace, employees will be required to wear a uniform.
- 38.2** All existing employees shall have or be issued a total of six (6) shirts with mutually agreed upon department identification. This can be a combination of t-shirts, polo/golf shirts or sweatshirts. These shirts will be replaced as needed by bringing the damaged or worn shirt to the Supervisor or Director who will provide a replacement shirt if deemed necessary. Replacements should not exceed three (3) shirts per calendar year. In addition, members will receive two (2) additional shirts each calendar year.
- 38.3** Probationary employees will also receive six (6) shirts upon successful completion of their training. These shirts will not be replaced during the employee's probationary period. If any employee leaves voluntarily or is terminated during their probationary period, the shirts are to be returned to the Employer.
- 38.4** Uniform shirts should not be worn to any location other than work that would reflect poorly on the department.

ARTICLE 39

SHIFT TRADE

- 39.1** By the mutual agreement between the involved employees and the Employer, members of the bargaining unit may trade scheduled work days. Approval for such shift trade shall not be unreasonably denied by the Director

The accumulative duration of shift trades by any one employee shall be limited to sixty (60) days. Additional time may be granted upon mutual agreement of all parties.

- 39.2** During a mutually agreed upon shift trade by two (2) employees, no overtime shall be paid to either employee due to working more than twelve (12) hours in a twenty-four (24) hour period as a direct result of the shift trade hours worked..
- 39.3** Shift differential pay shall be paid to the employee working the shift.

**ARTICLE 40
MISCELLANEOUS**

- 40.1** A designated parking area will be provided for evening and night shift dispatchers, at a location close to the rear entrance to the building, on a first-come first-serve basis. Time to move into the parking spaces will be given to the dispatchers who were not able to park in the parking spaces at the beginning of the shift without any dock in pay.
- 40.2** Employees shall not use Employer's copier for personal use without permission of the employer.
- 40.3** Should any current non-bargaining unit employee be moved into the bargaining unit, the employee shall be given credit for all continuous years of county service for purposes of placement on the salary schedule.

ARTICLE 41

REMOVED

**ARTICLE 42
ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

- 42.1.** The procedure contained in this Article shall govern the negotiation of a successor agreement and shall supersede R.C. 4117.14 except as herein provided.
- A. No earlier than one hundred twenty (120) days prior to the expiration of this agreement, either party may file with the State Employment Relations Board and serve upon the other party a Notice to Negotiate.
 - B. The parties shall thereafter meet and bargain collectively to reach a successor agreement.
 - C. The current agreement between the parties shall remain in full force and effect until the successor agreement is completed as provided in this Article.

- 42.2. At any time not more than sixty (60) days before the expiration of the current agreement, either party may declare the negotiations to be at impasse. The party declaring impasse shall promptly contact the Federal Mediation and Conciliation Service to appoint a mediator to meet with the parties and assist them in reaching an agreement.
- 42.3. In the event an agreement is not reached through mediation, but no earlier than twenty (20) days before the expiration of the agreement, either party may elect to submit all remaining unresolved issues to binding conciliation on a final offer settlement basis.
- 42.4. The parties shall request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service and by means of the alternative strike method, select a Conciliator. All unresolved issues shall be submitted to the Conciliator on a final offer basis. The Conciliator shall set a mutually convenient time and place for the hearing. At least five (5) days prior to the hearing each party shall submit to the Conciliator and serve upon the other party a written statement as to each unresolved issue and the language by which the party proposes to resolve it. The Conciliator shall have the powers of an arbitrator, including the authority to issue subpoenas for the hearing upon the written request of either party. He/she shall hear the evidence and apply the criteria of R.C. 4117.14(G)(7) and the State Employment Relations Board Conciliation Hearing and Report Guidelines.
- 42.5. The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the Union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the Conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all tentatively agreed upon issues, shall constitute the new Collective Bargaining Agreement without the necessity of either party taking further action. However, the parties may, if they desire to do so by agreement, execute a new Collective Bargaining Agreement, including the award and order of the Conciliator and all tentatively agreed upon issues not submitted to the Conciliator for resolution.

ARTICLE 43

MID-TERM BARGAINING

- 43.1. If, during the term of the Contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the Board of County Commissioners takes immediate action due to "exigent circumstances" or "legislative action" as noted above, this Article does not limit the Union's rights before the State Employment Relations Board.

In the event the Board of County Commissioners finds it necessary to implement change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this Contract,

the Board of County Commissioners shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract.

- 43.2. Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the Board of County Commissioners and the Union.
- 43.3. If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.
- 43.4. If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the Board of County Commissioners may implement its last offer to the Union. If the Board of County Commissioners elects to so implement, the Board of County Commissioners shall submit the unresolved issue(s) to arbitration. In the alternative, the Board of County Commissioners may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the Board of County Commissioners elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the Board of County Commissioners may implement its last offer to the Union.
- 43.5. If the Board of County Commissioners does not refer the unresolved issue(s) to arbitration, the Board of County Commissioners shall maintain the status quo and shall have no authority to implement the changes which were the subject of negotiations.
- 43.6. Once the Board of County Commissioners elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.
 1. Arbitrator. An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of Seven (7) arbitrators who are a resident of the State of Ohio from the State Employment Relations Board. The Union and the Board of County Commissioners will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within five (5) days of the receipt of the list. The Union will strike the first name.
 2. Arbitration Guidelines. The following guidelines shall apply to arbitration proceedings under this Article:

- a. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).
- b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.
- c. After the hearing, the arbitrator shall resolve the dispute between the Board of County Commissioners and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:
 - i. Past Agreements between the parties;
 - ii. Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in 911 Centers of similar size operating under similar circumstances;
 - iii. The interests and welfare of the public, the ability of the Board of County Commissioners to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
 - iv. The lawful authority of the Board of County Commissioners;
 - v. The stipulation of the parties;
 - vi. Such other factors as may be relevant to the arbitrator's decision.
- d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the Board of County Commissioners shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

3. Arbitration Costs -The cost of the arbitration procedure shall be paid equally between the parties, however, each party will be responsible for its own attorney's and/or consultant's fees.

ARTICLE 44

DEPARTMENTAL CRITICAL INCIDENT STRESS MANAGEMENT (CISM) PROGRAM

- 44.1** In the event of a critical incident, the current Critical Incident Stress Debriefing team leader and Lead Dispatcher on shift or their designee shall be notified as soon as practical.
- A. A critical incident is defined as any unanticipated event or group of events, which can overwhelm the usual coping skills of an individual or group.
 - B. The CISM will be contacted and asked to respond in the following situations.
 1. Any officer related shooting involving a member of any law enforcement agency in the county or dispatched by the 911 center (with the exception of the killing of an animal) whether or not officers return fire,
 2. Any hostage situation,
 3. A serious physical assault upon an law enforcement officer or 911 dispatcher,
 4. A natural disaster,
 5. Any incident involving multiple fatalities,
 6. Any sudden or violent death of a member of the Richland County first responder community or a member of their family,
 7. The suicide of any member of the Richland County first responder community,
 8. Any other time deemed necessary by any member or the 911 director or designee (ex: an incident involving the death of a child, several incidents within a short period of time which may overwhelm employees, etc.)
 - C. Once a CISM first responder team arrives on the scene of an incident it is understood that they will in no way hinder or assist in an ongoing investigation that their purpose is only to assist the Richland County Emergency Management 911 Dispatchers employees and their families to cope with an extreme situation. To achieve that end, members of the responding CISM team shall be given access to all members of the division and their families unless the individual does not want that access.
 - D. Should the first responder team determine that a debriefing is warranted, or in the case that CISM was not notified in time to send a first responder team but a debriefing is deemed warranted by CISM or the division, the division shall:
 1. Make the necessary arrangements for all personnel involved in the incident to be able to attend the debriefing.

2. Arrange for a suitable, private room for the debriefing to take place.

44.2. The division shall support Critical Incident Stress Management concept,

A. This support shall be in the form of providing manpower to both the first responder and the Critical Incident Stress Debriefing Team within Richland County.

1. Members of the division wishing to join the first responder team shall submit a memo to the EMA 911 Director and the training officer expressing that desire.
2. The State FOP will obtain information regarding the next available training through the CIRS and the 911 supervisor will enroll the interested member(s). The division is not responsible for the cost of this training but will, when possible, provide the member with up to sixteen hours time off with pay to attend such training.
3. Members of this division interested in expanding their role in the CISM and receive training in Critical Incident Stress Debriefing (CISD) shall submit a memo to the 911 Director requesting permission to do so. Permission will be granted based on staffing requirements.
4. The 911 supervisor will be provided information, by the FOP, regarding the next available fourteen (14) hours class in Critical Incident Stress Management (C.I.S.M.) and enroll the approved member(s). The FOP shall pay the cost for this training.
5. This division recognizes that State FOP Critical Incident Response Program has the sole authority as to what members are accepted into the team once the training has been completed.

B. Members of this division who are accepted by State FOP Critical Incident Response Program as members on either a first responder or debriefing team are subject to immediate call-out, based on the staffing requirements of the employer.

1. Member(s) who are called-out to respond to another agency are part of a CISM team will be relieved of his/her assigned duties if staffing levels permit, change into civilian clothing, if time permits, and respond where called.

A. Should a member be called-out by CISM while off duty, that member will notify the on-duty supervisor, advising him/her of the call-out and the potential for not arriving for assigned duties when expected, and then respond to the call-out in civilian clothing if staffing levels permit.

2. If the on-duty supervisor determines that the loss of an employee due to a CISM call-out presents a reduction in personnel below the staffing level requirements at the Richland County 911 Center, that supervisors may keep any or all call-out employees from responding.

A. Any supervisor who does not allow an employee to respond to a CISM call-out will submit a memo to the EMA Director explaining the reasoning for not allowing the employee(s) to respond.

3. The Employer will not be responsible for the transportation or housing cost of an employee while on a CISM call-out.

- C. Members of this division who are accepted by State FOP Critical Incident Response Program as members on a debriefing team will be expected to attend all regularly scheduled meetings and training sessions of the CISM team. Those members whose regularly scheduled work hours conflict with CISM team meeting and training sessions will be allowed to attend providing they have notified their supervisor at least three (3) days in advanced and there is sufficient staff available for the 911 center.

44.03 It is the responsibility of the Dispatcher to notify the Dispatch Supervisor or the 911 Director of their request for CISM services.

ARTICLE 45

TUITION REIMBURSEMENT

45.01 Tuition Reimbursement. Each member who is subject to the provisions of this Agreement and who has completed his/her probationary period shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him/her and subject to the following conditions:

A. In order to receive tuition reimbursement the degree program pursued and courses taken must be directly related to the duties and responsibilities of the member's present position or to the next highest position in the normal career path for advancement within the Richland County EMA Director's Office. All courses must be taken during the member's non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the EMA Director or his/her designee. The EMA Director must approve all courses and scheduled time of courses. Any situation, which in the discretion of the EMA Director would require a member's presence on the job, shall take complete and final precedence over any time scheduled for courses.

B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for, and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, the member is not entitled to payment from the County.

C. The Board of County Commissioners shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made under this Section. Only those institutions listed by the Department shall establish eligibility of the member to receive reimbursement for tuition. Additional institutions can be added by forwarding an application for reimbursement to the Board of County Commissioners. Applications for approval of institutions, courses, and reimbursement by the County must be made as soon as possible in order to accommodate budgetary and funding requirements of the County.

D. Reimbursement for tuition will be made when the member satisfactorily completes a course with a grade of "C" or higher and presents an official certificate (or its equivalent) and a

receipt of payment or copy of the bill from the institution, confirming completion of the approved course.

E. If an employee who has taken advantage of tuition reimbursement leaves their position with Richland County within two (2) years of completing courses that have been paid for by Richland County, that individual must repay that amount within a period of time mutually agreed upon by both parties.

F. Reimbursement is not allowed if the individual withdraws from the course, drops the course for any reason, or does not earn a satisfactory grade as described above.

G. Reimbursement of tuition is not allowable for courses not pre-approved prior to class start date unless other arrangements are made and approved by the Board.

H. If separated from employment with the Richland County Board of Commissioners during the duration of the course, reimbursement for tuition will not be paid by the Board. Employees who transfer to another County department during the duration of a course will, however, be reimbursed.

I. This program shall be in effect beginning in the 2006 calendar year and shall continue annually, based on available funding.

45.2. APPLICATION PROCESS:

A. Any employee of the Richland County Board of Commissioners wishing to participate in this program must submit a "Request for Course Pre-Approval / Tuition Reimbursement Request" and "Tuition Reimbursement Agreement" form at least thirty (30) days prior to the start of the course with the following information:

1. Course description from the institution's catalog, bulletin, or web-site;
2. Fee schedule, which includes the cost of the course per credit hour and total tuition costs;
3. Fee schedule for cost of other reimbursable fees, if applicable; and
4. Copy of current job description, lateral position, and or advancement position.

B. Below are the steps involved in the application process:

1. Complete sections I and II of the "Request for Course Pre-Approval / Tuition Reimbursement Request" form. (Separate applications, agreements, and attachments are required for each course in which tuition reimbursement is requested.
2. Complete the Tuition Reimbursement Agreement form.

3. Submit the abovementioned forms and required paperwork (listed under I) to department head for approval or denial. (The employee is responsible for maintaining a copy of all paperwork).
4. The department head will forward an approval of all paperwork to the Board of Commissioners for final approval or denial based on available funding and relevance.
5. Notification of approval or denial of the request will be provided to the employee.
6. The employee is responsible for completing all registration requirements of the institution, and all requirements of this policy for reimbursement of tuition costs and allowable fees.

45.3. REIMBURSEMENT PROCESS:

- A. Within thirty (30) days of completing the course, the employee requesting tuition reimbursement will submit to their department head:
 1. A completed Tuition Reimbursement Request & Authorization form.
 2. College / university invoice or statement indicating tuition/fees charged and the amount paid. (Invoice must contain the school's name and address.)
 3. College / university grade card / report indicating the employee's name, school term, course name, and grade for the course for the term.
 4. Original signed and approved Request for Course Pre-Approval / Tuition Reimbursement Request form.
 5. Original approved Tuition Reimbursement Agreement form.
- B. The department head will approve or deny the request for tuition reimbursement based on whether requirements have been met. A denied request for reimbursement will be submitted to the Board of Commissioners for review and returned to the individual requesting reimbursement.
- C. Approved reimbursement requests will be forwarded to the Commissioners office for payment.
- D. Reimbursement checks will be issued within 4-6 weeks of receipt of all required documentation.

ARTICLE 46

RICHLAND COUNTY DRIVING POLICY

This policy is applicable to all elected officials, full or part-time employees, summer workers, co-op students, volunteers, and contract employees of Richland County, Ohio who are required to drive a motor vehicle in the course of their employment or activities on behalf of Richland County, Ohio. (For the purposes of this policy, the above-listed categories of persons are referred to as "Employees".)

This policy applies to vehicles titled to, purchased or leased by, or insured by or through the Richland County Board of Commissioners and also applies to privately-owned vehicles operated by Richland County employees in the course of their employment or activities on behalf of Richland County, Ohio and vehicles rented by Employees for travel in and out of Richland County for authorized reasons. (For purposes of this policy, the above-listed categories are referred to as "vehicles" and "operating a vehicle" and "operate a vehicle".)

Employees are responsible to ensure safe Vehicle operation. It is the responsibility of every Richland County Employee who drives a Vehicle to comply with the following:

- 1) All drivers must be at least eighteen (18) years of age.
- 2) All drivers must maintain a valid State of Ohio Driver's License that applies to the type of vehicle to be operated (e.g. Commercial Driver's License)
- 3) All drivers must operate the vehicle in a safe, courteous and economical manner
- 4) All drivers and all passengers in vehicles so equipped shall wear safety belts. Infant/child car seats are required to be used in accordance with the laws of the State of Ohio and manufacturers' product manuals.
- 5) All drivers and passengers shall comply with the motor vehicles laws of the State of Ohio.

DRIVER ELIGIBILITY:

I. PRE-EMPLOYMENT:

- A. Hiring of persons who will be required to drive as a function of his/her job duties will be at the sole discretion of Richland County. An applicant may be denied employment on the basis of an unsatisfactory driving record. At the discretion of the Appointing Authority, a denial of employment may be made without regard to the number of points or violations, whether they occurred within the past thirty-six (36) months or whether they occurred within the State of Ohio.

B. Employees or applicants for employment may be considered qualified to drive when the following are met to the satisfaction of Richland County:

1. A review of the Employee's Motor Vehicle Record (MVR)
2. A review of the Employee's Motor Vehicle Record and , a recommendation by the County's insurance carrier ("Insurer")
3. Proof of insurance or compliance with the State of Ohio's Financial Responsibility Laws.
4. Employees whose position requires a commercial driver's license (CDL) will follow the driving policy specific to their department and position. In the event of a conflict, the department-specific policy controls, but only if the department-specific policy meets or exceeds the provisions of this policy.

C. Employees, as defined above, who, at the sole discretion of Richland County, have an MVR record that demonstrates poor driving habits shall not drive any vehicle on behalf of Richland County without receiving additional training and/or intervention and/or discipline and/or until otherwise exhibiting to the appointing authority's satisfaction that there has been substantial improvement in driving abilities, performance and skills, Richland County's insurer may exclude coverage for any driver or drivers on a temporary or permanent basis.

II. ELIGIBLE DRIVER RECORDS:

Richland County's Risk Management Department shall maintain an Eligible Drivers List containing the names of all employees eligible under this policy and authorized to drive a vehicle. Motor vehicle records of drivers will be submitted annually for review and approval by Richland County's insurer. Upon completion of such review, the insurer will forward to the employer recommendations regarding continuation of eligibility restrictions, etc.

A. Upon evaluation by Richland County of an employee's MVR and a recommendation by Richland County's insurer, drivers may have their driving eligibility revoked for a certain period of time, suspended and/ or be required to participate in driving or alcohol intervention programs at the County's expense. An arrest or conviction for one or more of the following violations appearing on an Employee's MVR during the prior thirty-six (36) months may result in such action:

1. Driving under the influence of alcohol or drugs

2. Leaving the scene of an accident
3. Vehicular homicides or manslaughter
4. Driving during a period of suspension or revocation
5. Reckless operation when intentional and the dangerous use of a motor vehicle is involved.
6. Attempting to elude or flee a law enforcement officer after a traffic violation
7. Road rage statute violations
8. Falling asleep while driving
9. Use of a motor vehicle in the commission of a crime
10. Non-compliance with Ohio Financial Responsibility Law

B. The following list of motor vehicle-related occurrences, the appearance of which on the MVR of an employee after the plan is implemented may result in the suspension of the Employee's driving eligibility or other disciplinary action:

1. Two or more "At Fault" accidents
2. Two or more moving violations
3. One "At Fault" violation and one moving violation

C. In any case where the Appointing Authority has suspended the employee's driving eligibility and driving is an essential function of the employee's job, the Appointing Authority may take appropriate disciplinary action, up to and including termination as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collective bargaining agreement.

III. CONTINUED ELIGIBILITY:

- A. Each employee's eligibility to operate a vehicle will fall within the guidelines of this policy and in accordance with any applicable collective bargaining agreement.

IV. VIOLATION REPORTING:

- A. Any employee eligible to operate a vehicle must notify his/her immediate supervisor in any case where his/her license has expired or is suspended or revoked. Employee further must report any and all accidents, arrests, violations, and citations issued to him or her the next working day they are scheduled to work. Failure to do so may result in disciplinary action.

V. ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES:

- A. No alcoholic beverages, illegal drugs or controlled substances are permitted in or on a vehicle.
- B. No alcoholic beverages or illegal drugs are permitted to be transported in or on a vehicle except as a function of law enforcement.
- C. No employee shall operate a vehicle under the influence of alcohol or illegal drugs or illegal use of prescription drugs.

VI. FIREARMS:

- A. Employees, other than law enforcement officers or other persons specifically authorized to carry a firearm, are prohibited from carrying firearms in any vehicle while on county business.

VII. ACCIDENTS AND TRAFFIC CITATIONS:

In the event of a traffic accident or traffic stop for a violation while in the course of employment, Employees shall:

- A. Stop, no matter how minor the accident. Report all collisions involving vehicles to the law enforcement agency having jurisdiction.
- B. Take precautions to avoid further damage or injury to persons or property.
- C. State facts only. Make no determination of fault.
- D. Do not advise other parties involved on any matter, especially that the County will pay for the damage resulting from said accident.
- E. If collision is with an unattended vehicle or other object, try to locate the owner. Call law enforcement agency. If this cannot be done, leave a written notice with your name, department name, address, and telephone number.

F. The driver of a vehicle is responsible for the vehicle until it has been returned to the garage or collected by the towing service. Unsafe vehicles should not be driven from the scene of an accident.

G. Report all accidents and known damage to vehicles as follows:

1. Report accidents and/or damage to vehicles to your supervisor, who shall notify Risk Management at (419) 774-5518 or (419) 774-5131 immediately.
2. Employee's Supervisor shall record and secure all appropriate information on initial accident report and forward to Risk Management within twenty-four (24) hours.
 - a. In the event of a collision, the Supervisor shall forward the following information to Risk Management:
 - i. A copy of all law enforcement reports, citations including all statements made at the scene or afterward to law enforcement.
 - ii. Repair estimates, when appropriate, in due course.

In all investigations of the accident by Richland County, the emphasis will be on fact-finding, however, progressive discipline may result pending on the circumstances.

3. Risk Management shall file all accident damage reports with the persons named below and with the carrier, as appropriate.
 - a. Copies of the completed forms, law enforcement reports and estimates to the County Commissioners or his/her designee.
 - b. Accident reports to the employee or Safety Committee for review.
4. The employee's Appointing Authority may impose progressive disciplinary action as permitted by department policy, laws and regulations of the State of Ohio, or any applicable collective bargaining agreement depending upon the circumstances that caused the accident.

VIII. USE OF PERSONAL VEHICLES ON COUNTY BUSINESS:

- A. Use of personal vehicles by Employees on county business is discouraged unless a county vehicle is not available, the use of a county vehicle would cause serious inconvenience, extreme hardship or the use of personal vehicles is otherwise authorized by the department supervisor or his/her designee.
- B. This policy applies in all respects to Employees who use personal vehicles while on county business.
- C. Employees who use personal vehicles while on County business shall abide by all County rules, including department rules.
- D. Insurance coverage for personal vehicles used on County business shall be the responsibility of the owner of the vehicle.
- E. All Employees who use their own vehicle on County business shall first show proof of liability insurance to the Richland County Risk Manager in the amounts of at least \$100,000 per person for bodily injury; \$300,000 per occurrence for bodily injury; and \$100,000 property damage per occurrence; or a combined single limit of not less than \$300,000.
- F. Employee's supervisor must approve use of personal vehicles on County business in advance of any such use.
- G. Employees who are authorized and required to use their personal vehicles on County business will be reimbursed per mile at the authorized County rate.

IX. DRIVING POLICY IMPLEMENTATION:

- A. The driving record (MVR) of all Richland County employees holding a position as of the implementation of this policy in which driving is an essential function of their job will be reviewed upon implementation of the Richland County Driving Policy. Any employee with four (4) or more accumulated points or two (2) or more occurrences on the MVR shall be required to attend a Defensive Driving Course. The Defensive Driving Course will be scheduled during working hours at no cost to the employee.

X. MISCELLANEOUS:

- A. Parking tickets, moving violations, and other fines received while operating a vehicle are the responsibility of the driver.

- B. Report theft of or from a vehicle to the law enforcement agency with jurisdiction for investigation.
- C. Personal use of County vehicles shall be prohibited unless approved by the Appointing Authority.
- D. Cell phone usage in county-owned or leased vehicles and in privately-owned vehicles when driving on county business shall be limited to hands-free devices provided by the county while vehicle is in motion. If no hands-free device is available, then phone usage should be limited to work-related communication while the vehicle is in motion. This provision does not apply to law enforcement, Maintenance or Wastewater personnel who are required to answer calls while driving.
- E. For personal safety and County liability, employees and passengers shall comply with the state statute on seatbelt usage.
- F. Smoking is prohibited in all county-owned or leased vehicles.
- G. Any employee who drives on behalf of Richland County and holds a CDL must abide by all applicable guidelines.

ARTICLE 47
DRUG & ALCOHOL PROGRAM

During the course of this agreement, the parties agree to participate in the process of coordinating, developing, and implementing a Drug and Alcohol Program for Richland County employees as facilitated by the Employee Participation Council. Furthermore, it is understood and agreed to that the Employer will not implement the abovementioned program without agreement from the Union.

ARTICLE 48
FILLING OF POSITIONS

- 48.1** The parties agree that all appointments to positions covered by this Agreement, other than the original appointments, shall be filled in accordance with this Article.
- 48.2** Vacancies in the lead dispatcher position, in which the EMA Director intends to fill, shall be filled or abolished within six (6) months of the occurrence of vacancy.
- 48.3** Filling of vacancies/New Assignments. When the Employer determines there is a position opening in the lead dispatcher position, or other new assignment, and the Employer intends to fill the position, a written notice shall be distributed in the memo folder where the employee notices are usually posted, for seven (7) calendar days prior to

filling the position. Written applications must be received by the director by the close of business on the last regular business day (Monday – Friday) prior to the end of the seven (7) calendar day period. The posting shall contain a description of the posting to be filled, basic and special qualifications required, days off, and work shift. No employee shall be permitted to apply for the lead dispatcher position unless he/she has thirty (30) months of service with the Richland County 911 or another dispatching agency. No probationary employee shall be permitted to apply unless the application process is opened to outside applicants.

A. If more than one employee applies the position shall be awarded subject to the following point system:

1. Sick Leave Usage – Twenty (20) points maximum. Zero (0) points will be deducted for the first sixteen (16) hours of sick time used within the last 365 days. One (1) point will be deducted for every eight (8) hours of sick time used thereafter. Use of sick time under the family medical leave act shall not be used in the calculation of sick time deductions in this Section.

2. Disciplinary Record - Twenty (20) points maximum.

a. Two (2) points will be deducted for each Group I Offense, or an equivalent violation, in the candidate's active personnel file.

b. Four (4) points will be deducted for each Group II Offenses in the candidate's active personnel file.

c. Six (6) points will be deducted for each Group III Offense in the candidate's active personnel file.

3. Seniority - Twenty (20) points maximum. One (1) point will be accumulated for each year of seniority, or portion thereof, up to the posting deadline. Seniority shall be used as defined in Article 12.

4. Personnel Interview and Test - Forty (40) points maximum. The Employer will conduct interviews and may also include testing. If testing is utilized, there shall be a maximum of twenty (20) points for the test and twenty (20) points for the interview. The interview panel shall consist of five (5) members from agencies within Richland County. No more than two members from the Richland County EMA/911 shall participate on the panel. One member shall be from the Richland County Human Resources Department, one from a law enforcement agency and one from a fire department. The FOP/OLC will be permitted to appoint one (1) member to monitor the interview.

B. If less than two (2) employees apply the position the vacancy may also be opened to outside applicants and the position shall be awarded subject to the following point system:

1. Sick Leave Usage - ten (10) points maximum. Zero (0) points will be deducted for the first sixteen (16) hours of sick time used within the last 365 days. One (1) point will be deducted for every eight (8) hours of sick time used thereafter. Use of sick time under the family medical leave act shall not be used in the calculation of sick time deductions in

this Section.

2. Disciplinary Record - Ten (10) points maximum.

- a. Two (2) points will be deducted for each Group I Offense, or an equivalent violation, in the candidate's active personnel file.
- b. Four (4) points will be deducted for each Group II Offenses in the candidate's active personnel file.
- c. Six (6) points will be deducted for each Group III Offense in the candidate's active personnel file.

C. Seniority – Twenty (20) points maximum. One (1) point will be accumulated for each year of seniority, or portion thereof, up to the posting deadline. Seniority shall be used as defined in Article 12.

D. Personnel Interview and Test- Sixty (60) points maximum. The Employer will conduct interviews and may also include testing. If testing is utilized, there shall be a maximum of thirty (30) points for the test and thirty (30) points for the interview. The interview panel shall consist of five (5) members from agencies within Richland County. No more than two members from the Richland County EMA/911 shall participate on the panel. One member shall be from the Richland County Human Resources Department, one from a law enforcement agency and one from a fire department (applicants shall not be from the same law enforcement agency or fire departments). The FOP/OLC will be permitted to appoint one (1) member to monitor the interview.

ARTICLE 49

DURATION

49.1 This agreement shall remain in full force and effect from January 1, 2015 through December 31, 2017. Either party desiring to modify, amend or terminate this Agreement shall give written electronic notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. The parties agree to a wage re-opener for January 1, 2016 through December 31, 2017.

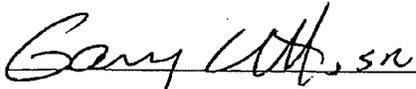
49.2 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law or regulation from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. Therefore, the Employer and the Union for the life of this agreement each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter to any referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though the subject matters may not have

been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

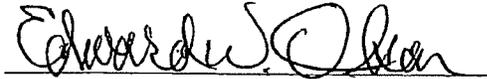
SIGNATURE PAGE

IN WITNESS WHEREFOR, the parties have hereto executed the Collective Bargaining Agreement this
30 day of December, 2014.

ON BEHALF OF THE COUNTY:



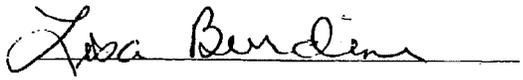
Gary Utt, Sr., Commissioner



Edward W. Olson, Commissioner



Timothy A. Wert, Commissioner



Lisa Burdine, 911 Director

ON BEHALF OF THE UNION:

Brenda Goheen, FOP/OLC Staff Representative



Erica Viers, Committee Chairman

IN WITNESS WHEREFOR, the parties have hereto executed the Collective Bargaining Agreement this
30 day of December, 2014.

ON BEHALF OF THE COUNTY:

Gary Utt, Sr.

Gary Utt, Sr., Commissioner

Edward W. Olson

Edward W. Olson, Commissioner

Timothy A. Wert

Timothy A. Wert, Commissioner

Lisa Burdine

Lisa Burdine, 911 Director

ON BEHALF OF THE UNION:

Brenda Goheen

Brenda Goheen, FOP/OLC Staff Representative

Erica Viers

Erica Viers, Committee Chairman