



10-14-16  
14-MED-09-1314  
2462-01  
K34812

**AGREEMENT**  
**BETWEEN**  
**THE WARREN COUNTY**  
**BOARD OF COMMISSIONERS**  
**AND**  
**WARREN COUNTY DISPATCH ASSOCIATION**

**SERB CASE NUMBER**

**2014-MED-09-1314**

**Effective through**  
**December 31, 2017**

**TABLE OF CONTENTS**

<u>NUMBER</u>	<u>ARTICLE TITLE</u>	<u>PAGE NUMBER</u>
	PREAMBLE.....	1
	ARTICLE 1 RECOGNITION.....	1
	ARTICLE 2 MANAGEMENT RIGHTS.....	1
	ARTICLE 3 NON-DISCRIMINATION.....	3
	ARTICLE 4 ASSOCIATION SECURITY.....	3
	ARTICLE 5 ASSOCIATION REPRESENTATION.....	4
	ARTICLE 6 PROBATIONARY PERIODS.....	6
	ARTICLE 7 SENIORITY.....	6
	ARTICLE 8 DISCIPLINE.....	7
	ARTICLE 9 GRIEVANCE PROCEDURE.....	10
	ARTICLE 10 PERSONNEL FILES.....	12
	ARTICLE 11 SAFETY AND WELFARE.....	13
	ARTICLE 12 LABOR/MANAGEMENT AND SAFETY MEETINGS.....	13
	ARTICLE 13 TRAINING.....	15
	ARTICLE 14 PROFESSIONAL INSURANCE.....	15
	ARTICLE 15 PERSONAL ELECTRONIC DEVICES.....	15
	ARTICLE 16 EQUIPMENT AND UNIFORMS.....	16
	ARTICLE 17 ALCOHOL/DRUG STANDARDS.....	16
	ARTICLE 18 HOURS OF WORK AND OVERTIME/ CALL-OUT TIME/ON-CALL TIME/COURT TIME.....	18
	ARTICLE 19 WAGES AND COMPENSATION.....	23
	ARTICLE 20 PAY FOR WORKING IN A HIGHER CLASSIFICATION.....	24
	ARTICLE 21 VACATION.....	25
	ARTICLE 22 HOLIDAYS.....	26
	ARTICLE 23 SICK LEAVE.....	27
	ARTICLE 24 COURT TIME/STAFF MEETING.....	30
	ARTICLE 25 PERSONAL DAY LEAVE.....	30
	ARTICLE 26 CIVIL (JURY) LEAVE.....	30
	ARTICLE 27 MILITARY LEAVE.....	31
	ARTICLE 28 WORKERS' COMPENSATION.....	31
	ARTICLE 29 LEAVE OF ABSENCE WITHOUT PAY.....	31
	ARTICLE 30 EXTENDED ILLNESS LEAVE WITHOUT PAY.....	32
	ARTICLE 31 FUNERAL LEAVE.....	33
	ARTICLE 32 UNION LEAVE.....	34
	ARTICLE 33 INSURANCES.....	34
	ARTICLE 34 LAYOFF AND RECALL.....	34
	ARTICLE 35 NO STRIKE/NO LOCKOUT.....	35
	ARTICLE 36 SAVINGS CLAUSE.....	35
	ARTICLE 37 WAIVER IN EMERGENCY.....	36
	ARTICLE 38 ADDITIONAL CALL-TAKER CONDITIONS.....	36
	ARTICLE 38 DURATION.....	37
	SIGNATURE PAGE.....	38
	MEMORANDUM OF UNDERSTANDING.....	39

## PREAMBLE

This Agreement entered into by the Warren County Board of Commissioners, hereinafter referred to as the "Employer" and the Warren County Dispatch Association, hereinafter referred to as the "Association."

## ARTICLE 1 RECOGNITION

Section 1.1. Pursuant to the certification of election results rendered by the State Employment Relations Board (SERB) in Case No. 08-REP-08-0135, as may be amended/clarified by SERB as forth herein, the Employer recognizes the Association as the sole and exclusive representative for all Emergency Communications Officers and Call-Takers employed by Warren County, Ohio.

Section 1.2. The Association recognizes the following employees as being included in the bargaining unit: All Emergency Communications Officers and Call-Takers employed by Warren County, Ohio. All other employees of Warren County, Ohio, including Emergency Communications Supervisors are excluded.

Section 1.3. The Employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above.

Section 1.4. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Association in writing within thirty (30) calendar days. If the Association disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Association's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Association, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to challenge by the Association to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

## ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1. The Employer shall retain all of the rights, powers and authority vested in it prior to the date of this Agreement. Unless the parties have specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the department, the Employer shall retain all rights imposed upon it by law to carry out the administration of the department and include, but not be limited to:

- A. The right to direct, supervise, hire, promote, evaluate, suspend, discipline, or discharge for cause, transfer, assign, schedule and retain employees.
- B. The right to relieve employees from duty, and determine the number of personnel needed in the department, or to perform any functions; determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- C. The right to purchase equipment, materials or services.
- D. The right to determine the appropriate job duties and personnel by which operations are to be conducted; determine overall mission of the department; maintain and improve the efficiency and effectiveness of the department, and the county.
- E. The right to make reasonable rules and regulate the department, and to establish and amend policies and procedures, and necessary rules relating to the operation of the department in regard to any matter.
- F. The right to take any necessary actions to carry out the mission of the department in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.
- G. The right to determine equipment to be used, the processes, techniques, methods and means of operations, schedules of shifts and working hours, and the right to establish standards of performance; to establish, maintain and amend occupational classifications and job descriptions and establish working rules, regulations, policies and procedures governing the conduct of the employees.
- H. The right to determine the geographical location of county facilities; to establish new units and relocate or disestablish existing units or facilities in part or in whole.
- I. The right to assign to shifts and duties.
- J. The right to introduce new or improved methods, operations, equipment or facilities.
- K. The right to schedule overtime work as required.
- L. The right to determine the need for additional educational courses, training programs, on-the-job training and cross-training.

Section 2.2. Where the rights, powers, and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein. Any exercise of these rights in violation of the express terms of this Agreement is subject to the grievance/arbitration procedure.

**ARTICLE 3**  
**NON-DISCRIMINATION**

Section 3.1. The Employer and the Association agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, military status, ancestry of any person, or Association membership or non-membership. Management's use of Bona Fide Occupational Qualifications in accordance with job characteristics shall not be construed as discrimination; therefore, not subject to the grievance procedure Article. Nothing in this Agreement shall preempt any employee or employees from bringing any discrimination cause of action pursuant to state or federal law. An employee must elect to pursue arbitration or other causes of action prior to arbitration. If an employee elects to pursue a discrimination cause of action pursuant to State or federal law, they are thereafter denied a remedy for the same discrimination claim in the Grievance Procedure Article in this Agreement.

Section 3.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 4**  
**ASSOCIATION SECURITY**

Section 4.1. The Employer agrees, upon receiving a written authorization that has been voluntarily submitted by any bargaining unit employee, to deduct from earned wages all Association membership dues uniformly required of bargaining unit members. The Association will notify the Employer in writing upon execution of the Agreement and during December of each calendar year of the dues that it charges and the names of all employees for whom dues are to be deducted, and will update this information as needed. All dues deducted from bargaining unit members' wages shall be forwarded to Association at least once a month.

Section 4.2. The Employer agrees to deduct Association dues once each pay period from a regular paycheck of bargaining unit employees. Upon receipt of the voluntarily submitted written authorization, the Employer will begin to deduct Association dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. Employees in the bargaining unit who are not members of the Union, and who have completed sixty (60) days of employment, including employees who resign from membership in the Union after the effective date of this Article, shall pay to the Association, through payroll deduction, a fair share fee for the duration of this Agreement. This fair share fee is automatic and does not require the employee to remain a member of the Association, nor shall the fair share fee exceed the dues paid by the members of the

Association in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Association shall certify the amount of fair share fee to the Employer in writing during January of each calendar year. It is expressly understood that this provision is contingent upon the Association presenting the Employer with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law.

Section 4.4. The Employer shall be relieved from making such individual deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence, or (5) any pay period during which the employee does not earn enough wages for Association dues to be deducted after all other deductions are made.

Section 4.5. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Association dues deduction would normally be made by deducting the proper amount. The Employer has no financial responsibility for missed deductions.

Section 4.6. The Association agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this Article. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## ARTICLE 5 ASSOCIATION REPRESENTATION

Section 5.1. Following advance notice to the Director, representative(s) of the Association shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Association representative shall identify themselves to the Employer or the Employer's designee.

Section 5.2. The Employer shall recognize no more than five (5) employees from the bargaining unit, designated by the Association to act as Association Executive Board Members for the purposes of processing grievances in accordance with the Grievance Procedure. The employees so designated shall be recognized as Executive Board Members as provided herein.

Section 5.3. The Association shall provide to the Director an official roster of all Association Executive Board Members which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home or cellular telephone number; and
- D. Association office held.

No employee shall be recognized by the Employer as an Association Executive Board Member until the Association has presented the Employer with written certification of that person's selection.

Section 5.4. The writing and investigating of grievances shall normally be on non-work time; however, the investigation or processing of grievances (alleged or filed) by Executive Board Members may be performed during working hours without loss of pay, when such activities do not interfere with the performance of the Executive Board Member's assigned duties. Executive Board Members shall obtain permission from their immediate supervisor prior to investigation or processing grievances and the supervisor will not unreasonably deny the request. The following are considered authorized representational activities which may be conducted during an Executive Board Member's work time when release of the Executive Board Members will not unduly disrupt the operation of the Employer:

- A. Preparation for and attendance at grievance or disciplinary hearing. The Executive Board Members will be given a reasonable amount of time immediately prior to the hearing for preparation.
- B. Investigation of any situation involving a work-related injury of a bargaining unit member.
- C. Any other representation activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or his designee(s).

Section 5.5. The Association agrees that no Executive Board Member or representative of the Association either employee or non-employee of the Employer shall unduly interfere, interrupt, or disrupt the normal work duties of employees.

Section 5.6. The Association shall be permitted to utilize the employee mailboxes in order to communicate confidentially with bargaining unit members.

Section 5.7. The Employer agrees to furnish the Association bulletin board space to be used by the Association for the posting of notices and bulletins relating to the Association. All items so posted will bear the signature of an official of the Association. The location of

said bulletin board space shall be designated by the Employer. Items of a political or controversial nature shall not be posted.

## ARTICLE 6 PROBATIONARY PERIODS

Section 6.1. Every newly hired employee or newly promoted employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination. An employee promoted from Call-Taker to ECO shall serve a six (6) month probationary period which shall commence on the first day the employee receives pay as an ECO. A Call-Taker that fails probation after promotion to ECO may be permitted to return to his previous Call-Taker position upon approval by the Director or his designee.

If a Call-Taker is promoted to ECO before completing six full months of service as a Call-Taker, he shall continue in the initial probationary period but shall not be required to serve an additional six months' probation upon attaining one full year of service as a Call-Taker/ECO. Call-Takers promoted to ECO after serving at least the first six (6) months of the initial probationary period shall be subject to the six (6) month promotional probationary period set forth above.

Section 6.2. Any employee who, while serving a probationary period, misses twenty-two (22) or more workdays due to occupational illness or injury, may have the probationary period extended by the length of the illness or injury. Such extension may not exceed the length of the original probationary period.

Section 6.3. Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

## ARTICLE 7 SENIORITY

Section 7.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 7.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement. Seniority accrued by employees with the Warren County Sheriff's Office as of January 1, 1989, will continue to be credited as long as the employees are employed by Warren County.

Section 7.2. Except as set forth above, "seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Warren County Communications Center.

- A. The following situations shall not constitute a break in continuous service:
  - 1. absence while on approved paid leave of absence or while on FMLA;
  - 2. absence while on disability leave;
  - 3. military leave; and
  - 4. a layoff of eighteen (18) months duration or less.
- B. The following situations constitute breaks in continuous service for which seniority is lost:
  - 1. discharge or removal for just cause;
  - 2. retirement;
  - 3. layoff for more than eighteen (18) months;
  - 4. failure to return to work within ten (10) calendar days of a recall from layoff;
  - 5. failure to return to work at the expiration of leave of absence; and
  - 6. a resignation without reinstatement within ninety (90) days.
- C. Seniority is suspended when an employee is on unpaid personal leave of absence. Upon return from leave the employee will be credited with the prior service time.
- D. Seniority continues to accrue under the situations described in Section 7.2(A)(1) through (4) above.

**ARTICLE 8**  
**DISCIPLINE**

Section 8.1. The tenure of every bargaining unit employee shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action are:

- A. Verbal reprimand (time and date recorded);
- B. Written reprimand;
- C. Suspension without pay; and

D. Discharge from employment.

Section 8.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct.

Section 8.3. In any interview between a bargaining unit member and a member of management or designated representative of the Employer, once it is reasonably expected that discipline of the employee being interviewed may result, the employee may request to have an Association Executive Board Member or representative of his/her choice be present. Once scheduled, the interview will be delayed no more than one (1) hour for the employee to secure a representative. The employee may request one (1) continuance at the time the employee is notified of the date and time for which the hearing is scheduled.

Section 8.4. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 8.5. Disciplinary conferences will be conducted by a hearing officer selected by the Employer. The hearing officer shall not be an employee of the Warren County Emergency Services.

Section 8.6. Not less than seventy-two (72) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide the employee an outline of the charges which are the basis for disciplinary action and notice of the date, time and place of the conference. The employee will be notified of his right to receive a copy of the Administrative Investigation (AI) report prior to the conference if such investigation took place. The employee shall submit a written request for such report to the Employer. The employee must either elect to attend the conference or waive in writing the opportunity to a conference. Failure to elect either option shall be deemed a waiver of the right to a conference.

Section 8.7. The employee is entitled to a representative of his choice to accompany him to the conference. Disciplinary conferences held outside the charged employee's scheduled working hours shall be considered hours worked.

Section 8.8. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the employee or his representative will be permitted to confront and cross-examine them, subject to the hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the hearing officer within ten (10) working days of the conference, concluding whether or not the alleged misconduct

occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee, his representative, the Association, and the Employer upon completion of the report.

Section 8.9. Whenever the Employer or his designee questions bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary conferences, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is questioned regarding such misconduct, he shall be apprised of the nature of the suspected misconduct as it is known at that time and his right to have the opportunity to have an Association representative or a representative of his choice present during the questioning. The Employer shall not be untruthful regarding existing evidence that supports any suspicion of the employee's misconduct during questioning.
- C. Prior to questioning, the employees will be ordered to answer all questions (including witnesses) the employee shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty, and the Employer shall notify the employee of his or her rights pursuant to *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- D. The Employer may audio record any investigative interviews or disciplinary conferences. The Employer shall record any investigative interviews or disciplinary conferences upon the request of the Association or the participating employee. In the event that the interview or conference is recorded, the employee, their representative, and association shall be given a copy of the transcripts, and audio recording.
- E. Preliminary investigations and disciplinary conferences shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.
- G. No employee shall be subjected to abusive language during questioning. No promise of reward shall be made as an inducement to answer questions.

Section 8.10. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

Section 8.11. An employee who receives a verbal or written reprimand may appeal up through Step 4 of the grievance procedure. No further appeal or grievance of verbal or

written reprimands will extend beyond this appeal. If the employee does not agree with the review they may include a brief statement to be attached to the reprimand in the personnel file.

Section 8.12. Newly hired probationary employees may be disciplined or terminated, and have no appeal through the grievance procedure contained herein.

Section 8.13. Employees shall be notified any time that the Employer is using audio or video monitoring equipment to record or monitor the employee's actions.

## ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1. A grievance is defined as an allegation that the terms of this Agreement have been violated. Resolution of a grievance shall be pursued in accordance with the following steps.

Section 9.2. Step 1: An employee who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. If a settlement satisfactory to the aggrieved employee is reached during said oral discussion, such settlement shall be final and binding upon both parties. If an oral discussion does not produce a satisfactory settlement, the employee will be obligated to file a written grievance within the time period set forth herein. A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the Section of Agreement of alleged violation and the relief or remedy requested) and shall be submitted to the immediate supervisor within fourteen (14) calendar days after the event or knowledge of the event which is the cause of the grievance. The date following the event or knowledge of the event shall be considered the first day of the fourteen (14) calendar day period. The immediate supervisor must give their answer to the grievance in writing within fourteen (14) calendar days following the date on which the grievance was presented to them.

Section 9.3. Step 2: Failure of the immediate supervisor to respond to or resolve the grievance to the satisfaction of the aggrieved employee within the fourteen (14) calendar day period shall grant the employee the right to submit the grievance within fourteen (14) calendar days to the Communications Manager who shall rule on the merits of the grievance and must respond in writing within fourteen (14) calendar days.

Section 9.4. Step 3: If the grievance is not resolved by the Communications Manager to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the Director or designee within fourteen (14) calendar days following the Communications Manager response. Should the Communications Manager fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the Director or designee shall commence on the day following the end of the fourteen (14) calendar day period

granted to the Communications Manager. The Director or designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

Section 9.5. Step 4: If the grievance is not resolved by the Director to the satisfaction of the aggrieved employee within the fourteen (14) calendar day time period, the employee may then refer the matter to the management level administrator appointed by the County Commissioners or their designee within fourteen (14) calendar days following the Director's response. Should the Director fail to answer the grievance within the fourteen (14) calendar day period, the fourteen (14) calendar day submission period to the management level administrator appointed by the County Commissioners or their designee shall commence on the day following the end of the fourteen (14) calendar day period granted to the Director. The management level administrator appointed by the County Commissioners or their designee must answer the grievance in writing within fourteen (14) calendar days of the date of the receipt of the grievance.

A grievance unresolved at Step 4 may be submitted to arbitration upon request from the Association in accordance with the provisions of this Article.

Section 9.6. The Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 4, the Association shall notify the Employer of its intent to seek arbitration.

Section 9.7. The Director and the Association shall immediately thereafter attempt to agree on an arbitrator to hear the dispute. If the Director and the Association are not able to agree upon an arbitrator within fourteen (14) calendar days after receipt by the Employer of the demand for arbitration, the Association may request a list of fifteen (15) arbitrators from the American Arbitration Association (Ohio Arbitrators only). After receipt of the same, the parties shall strike names and indicate preferences as set forth in the AAA rules. The Association shall first strike a name from the list of arbitrators. Either party may once reject the list and request another list of fifteen (15) arbitrators from AAA. The party that rejects an arbitration list shall be responsible for any costs involved in obtaining a substitute list.

Section 9.8. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement.

Section 9.9. The arbitrator shall be without authority to award any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such grievance originated or to make any award based on rights arising under any previous agreements, grievances, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as a part of the Agreement.

Section 9.10. All costs involved in appointing the arbitrator and in obtaining an initial list of arbitrators, as well as all other costs directly related to the services of the arbitrator, unless paid by the State of Ohio, shall be equally shared by the Employer and the Association.

Section 9.11. Expenses of any hearing witnesses required to testify at any grievance arbitration hearing shall be borne by the party calling the witness, except that employees who may be required to testify or be present at the grievance arbitration hearings while in normal pay status, shall not receive any reduction in wages for such time required to be in the hearing. The fees of any court reporters or any other method of providing an official transcript of the hearing shall be paid by the party asking for them. Such fees shall be split equally if both parties desire a court reporter's recording or transcript.

Section 9.12. The Association shall use a grievance form which shall provide the information required in the Article. The Association shall have the responsibility for duplication, distribution and their own accounting of the grievance forms. The Employer shall furnish to the employee and the Association Representative(s) all replies concerning the grievance.

Section 9.13. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such restrictions are waived, they shall be strictly applied.

Section 9.14. No part of this Article will in any way limit the legal rights of the aggrieved employee or the Employer.

Section 9.15. Disciplinary actions of verbal reprimand (time and date recorded) and written reprimand may be appealed through the grievance procedure, but not the arbitration procedure. Grievances arising from lost pay discipline (suspension, reduction, or discharge) shall be initiated at Step 2 of this grievance procedure.

## ARTICLE 10 PERSONNEL FILES

Section 10.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, during regular business hours, and may upon request and at the employee's expense, receive a copy of documents contained therein.

Section 10.2. No anonymous material of any type shall be included in the employee's personnel file.

Section 10.3. Each disciplinary action shall remain effective and in the employee's personnel file for twenty-four (24) months after its issuance; thereafter, the action shall

cease to have force and effect provided the same or a related offense does not reoccur within that period of time.

Section 10.4. Each employee will have the right to insert statements into his personnel file concerning his response to any type of disciplinary action. These statements will be removed at the same time as the disciplinary notice which pertains to them is removed from the employee's personnel file.

Section 10.5. Inactive files provided for in Sections 10.3 and 10.4 of this Agreement shall be subject to all applicable laws, statutes, and court decisions pertaining to public records.

## ARTICLE 11 SAFETY AND WELFARE

Section 11.1. The Employer and the Association agree that the safety and welfare of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 11.2. The Association agrees that careful observance of safe working practices and the Employer's safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of the Employer's safety rules subjects the offending employee to disciplinary action.

Section 11.3 The Employer will make every reasonable effort to maintain all equipment and facilities in a safe and healthful condition. No bargaining unit member will be required to exercise their duties with unsafe equipment. Reports of unsafe equipment shall be presented to the immediate supervisor. The supervisor will make a determination as to whether the equipment can safely perform the function for which it was intended. Any grievance over safety and welfare issues shall be initiated at Step 2 of the grievance procedures.

Section 11.4. Bargaining unit employees shall receive the same EAP benefits as non-bargaining unit employees under the jurisdiction of the Commissioners.

## ARTICLE 12 LABOR/MANAGEMENT AND SAFETY MEETINGS

Section 12.1. In the interest of sound labor/management relations, and for the purpose of addressing important health and safety issues, the parties' designated representatives agree to meet at agreeable dates and times for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur no more frequently than once every four (4) months, unless matters of an urgent nature (i.e., serious safety issues)

require immediate attention. No more than two (2) employee representatives in pay status will attend such meetings. The Association and the Employer may have representatives as each deems necessary to address the issues, and neither Party may compel the other to participate in a labor/management meeting without its designated representatives.

Section 12.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Association of material changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Association representative the opportunity to share the view of its members and/ or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, training, safe work practices and methods, equipment, tools and facilities.
- H. Review all health and safety complaints and make recommendations for corrective action.
- I. Discuss with the Association proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members when such discussions are mutually agreed to by the parties.
- J. Consider recommendations for changes from the Employer or the Association in policies, operating procedures, rules, or regulations.

Section 12.3. Written responses promised by either party shall be submitted to the other party within ten (10) work days after such meeting.

**ARTICLE 13**  
**TRAINING**

Section 13.1. All training required of, and authorized for, an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Warren County. On multiple-day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not require travel to the site from Warren County or to Warren County from the site shall be counted as regular work days, not to exceed eight (8) hours per day or forty (40) hours per work week.

Section 13.2. The Employer shall pay for all authorized and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition, and fees. Employees are entitled to meal reimbursement only if travel is more than fifty (50) miles from Lebanon, Ohio or if the travel includes an overnight stay. Mileage reimbursement is only available if no County vehicle is available for use by the employee.

Section 13.3. Required training and/or instruction shall be considered time worked when the employee is not scheduled to work and is in an off duty status; however, employees may have their work schedule changed to accommodate training sessions.

Section 13.4. In the event an employee is scheduled for off-site, single-day training, the employee shall be paid for the time spent traveling to and from the training. This travel time shall start at the employee's regular work site and end when the employee returns to their regular work site. Travel time may be limited to one round trip per training when overnight accommodations are available and approved. Travel time shall be considered hours worked and paid at the appropriate rate of pay.

**ARTICLE 14**  
**PROFESSIONAL INSURANCE**

Section 14.1. The Employer agrees to defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.

Section 14.2. The Employer shall provide defense counsel for an employee concerning his professional actions arising out of the lawful performance of his official and/or assigned duties.

**ARTICLE 15**  
**PERSONAL ELECTRONIC DEVICES**

Section 15.1. On duty personnel are prohibited from using any personal electronic device (ex. cell phone, personal computer).for official County business.

Section 15.2. Use of personal electronic devices will be permitted; however, supervisors may limit such use based upon operational needs.

**ARTICLE 16**  
**EQUIPMENT AND UNIFORMS**

Section 16.1. The Employer shall supply at no cost to the employee all equipment and uniforms required by the Employer, in quantities specified by the Employer. Employees shall have equipment and uniforms replaced by the Employer on an as needed basis as determined by the Employer.

Section 16.2. The Employer reserves the right to prescribe reasonable dress and grooming standards.

**ARTICLE 17**  
**ALCOHOL/DRUG STANDARDS**

Section 17.1. Drug/alcohol testing may be conducted on employees prior to employment, or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.2. This testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action; however such actions shall not be based solely on the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, in accordance with Article 8 of this Agreement.

Section 17.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article. A positive result for the purpose of this article, shall be defined as "any detectable level of alcohol" (.02 or above).

Section 17.4. Drug Testing Procedures: All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The collection of samples shall be done by an outside health care provider. The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 17.5. The results of the drug tests shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory drug test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

Section 17.6. Split Sample Testing:

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

Section 17.7. Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Nothing herein shall be construed to supersede any rights an employee may have to the privacy of his/her medical records under applicable law.

Section 17.8. If the alcohol or drug test is positive, adulterated, substituted, or dilute the employee may be subject to discipline in accordance with Article 8 of this Agreement and/or if this is a first violation of this Article or a self-referral involving alcohol and/or a misdemeanor drug-related activity, the Employer will offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and/ or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a negative result on a return-to-duty test, the employee shall be returned to his/her position. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by his/her substance abuse professional. If the employee refuses to undergo rehabilitation, or if he/she fails to complete a program of rehabilitation, or if he/she tests positive, adulterated, substituted, or dilute on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action in accordance with Article 8 of this Agreement.

Section 17.9. Costs of all alcohol/drug screening tests required by the Employer shall be borne by the Employer.

Section 17.10. For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug/alcohol screening test results and all related follow-up with the MRO, SAP, rehabilitation programs, etc. No other medical finding may be released without the express written authorization of the employee.

**ARTICLE 18**  
**HOURS OF WORK AND OVERTIME/**  
**CALL-OUT TIME/ON-CALL TIME/COURT TIME**

Section 18.1. Employees shall have no less than an eight (8) hour layover between regularly scheduled shifts. Unscheduled overtime, state of emergency, and court time shall not be considered a scheduled shift.

Section 18.2. The standard work period for all bargaining unit employees shall consist of no more than forty (40) hours per each seven (7) calendar day work period. The Employer retains the ability to change the schedule upon showing of good cause with at least sixty

(60) days advance notice. Any schedule change will result in employees selecting their preference of shifts, according to seniority, except as set forth herein.

The County and the Union shall establish a Work Schedule Committee. The purpose of the committee is to examine alternative work schedules for the Call Takers and the Emergency Communications Officers. The committee shall consist of two members appointed by the County Administrator and two members appointed by the Union President.

The committee shall study the impact of alternative work schedules on various aspects of the operation of the Emergency Communications Center and the jobs of the Call Takers and Emergency Communications Officers. First, it shall survey members of the bargaining unit and supervisors to obtain their input and preferences relating to work schedules. Second, the committee shall review studies of alternative work schedules. Third, the committee shall analyze data for the emergency Communications Center relating to the impact of work schedules on absenteeism, customer complaints, employee performance, fatigue, mistakes, overtime, recruitment and retention, shift coverage, sick leave usage, stress, training, and other factors.

No later than June 30, 2016, the committee shall submit a report to the County Administrator and the Union President. The report shall summarize the committee's findings and set forth the advantages and disadvantages and likely impacts of alternative work schedules for the Emergency Communications Center and the Call Takers and Emergency Communications Officers. The committee shall not recommend the adoption of any specific schedule.

Should meetings be scheduled during employees' regular work hours, employees shall receive their regular pay.

Section 18.3. All hours worked in excess of a member's normally scheduled forty (40) hours in the standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1.5) times his regular straight time hourly rate of pay. Hours worked shall include all hours in paid status, except sick leave. Hours worked does not include sick leave for the purpose of overtime computation. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (e.g., court time). Overtime shall be calculated in one-quarter hour (15 minutes) increments. Employees shall not be forced to work more than twenty-eight (28) hours in a forty-four (44) hour period, unless the employee volunteers for such hours.

Section 18.4. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1.5) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of sixty (60) hours at any given time. In the event an employee accumulates sixty (60) hours of compensatory time, then any future overtime hours of work and overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. Request for compensatory time off shall be honored subject to the operational needs of the Department;
- C. Requests for compensatory time off must be submitted not less than fourteen (14) days in advance of the time requested. The Director or designee may approve compensatory time off with less than the fourteen (14) day advance notice.
- D. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except for states of emergency that would require it.
- E. An employee will only be paid for accrued compensatory time upon termination of employment. Such payment will be at the employee's current rate of pay.

Section 18.5. With the prior approval of the supervisor, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

With prior approval of the supervisor, an employee may work a scheduled day off in exchange for additional day off to be scheduled in the same work period, without receiving any additional compensation.

Section 18.6. Scheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined at least twenty-four (24) hours in advance.

- A. The date and hours available shall be posted.
- B. The supervisor shall notify employees who have signed up for voluntary duty assignment notification of the date and hours available.
- C. Bargaining unit employees willing to work the overtime opportunity shall complete an overtime request form for the hours the employee is willing to work.
- D. Each bargaining unit employee may submit no more than two (2) overtime request forms in a twenty-four (24) hour period.
- E. The form is to be stamped with the date and time by the supervisor or the acting supervisor upon receipt of a completed form.

- F. If more than one employee requests to work the same hours, the employee with the earliest date and time stamp shall receive the overtime opportunity.
- G. Overtime opportunities covering vacations or compensatory time shall be posted fourteen (14) days in advance, but in no case less than ten (10) days in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 18.7. **Unscheduled Overtime Opportunities.** When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined less than twenty-four (24) hours in advance, or if the scheduled overtime remains unfilled with less than twenty- four (24) hours in advance after following the procedures set forth in Section 18.6.

- A. Overtime opportunities shall be given to qualified probationary employees only if no non-probationary employee has volunteered for the overtime twenty-four (24) hours prior to the start of the overtime opportunity.
- B. If the overtime opportunity is not filled, the supervisor shall notify all bargaining unit employees who have signed up for the voluntary overtime opportunity notification, including qualified probationary employees of the date and hours available. The overtime opportunity will then be given to the employees who respond in the order they respond.
- C. If no bargaining unit employees respond within one (1) hour after the Employer notifies the employees who signed up for voluntary overtime opportunity notification, then the additional overtime opportunity hours shall be offered to employees working the preceding and/or succeeding shifts, as applicable.

Section 18.8. **Mandatory Overtime.** If no employee volunteers for an overtime opportunity after offering the overtime opportunity to bargaining unit employees pursuant to Section 18.6 and Section 18:7, the supervisor may offer the extra hours to any available supervisor, or assign a non-probationary employee to work the overtime based upon the overtime equalization record which shall expire each December 31st. However, January's overtime opportunities will be assigned from the previous year's record. In such circumstances, an employee shall be afforded at least an eight (8) hour layover between hours of duty. A state of emergency and court time will be exceptions to this requirement. Any employee assigned to work involuntarily under this Section shall be compensated at the rate of one and one half (1.5) times his or her regular straight time hourly rate of pay for the additional hours the employee actually worked involuntarily, even if such hours would not otherwise cause the employee to exceed forty (40) hours worked pursuant to Section 18.3.

Section 18.9. **Call-In Pay.** Any employee required by the Employer to work at a time outside his or her regularly scheduled shift, which time worked does not about his regularly

scheduled shift, shall be paid a minimum of two (2) hours at time and one half (1.5) his or her regular straight time hourly rate of pay.

Section 18.10. The Employer shall designate one employee from this bargaining unit to serve as the Emergency Communications Officer In Charge (ECOIC) when no supervisor is on-duty. Only qualified bargaining unit employees as determined by the Employer shall be designated as the ECOIC.

Section 18.11. Employees shall select their shift assignment according to their seniority, except as set forth herein. During the month of November of each agreement year, employees shall submit their first and second shift preferences to the Employer. Where employee schedules include fixed days off of work, the selection of shifts by seniority includes selection of regularly scheduled off-days. Final new work schedules will be posted by December 15th of each year. Any new assignment shall begin in January. This provision does not prevent the Employer from temporarily changing the shift assignment of any employees due to training needs. Trainers shall only be reassigned from their permanent shifts when their specialized expertise is required. The Employer shall maintain eight (8) trainers. In the event the number of trainers falls below eight (8), the Employer shall request volunteers to attend the training course. The Employer shall choose from among those that request to attend the training course and shall send them to the training course at no cost within six (6) months of the time the vacancy occurred. Preference choice shall be applicable throughout the year for any vacancy which may occur. Shifts shall be fixed subject only to the bidding process and the provisions contained herein.

Section 18.12.

- A. When the Employer determines it is necessary to change an employee's crew assignment, the Employer shall offer to meet with the affected employee prior to implementing any change. The employee shall be entitled to Union representation during this meeting if the employee chooses to be represented.
- B. Other than during the shift bid process outlined in Section 18.11, if the Employer switches an employee to a different crew, and the change in assignment would require the employee to use additional vacation or compensatory time to cover the employee's previously scheduled consecutive days off for vacation or compensatory time (including the employee's regularly scheduled off days), the Employer may adjust the employee's work schedule and/or schedule a trade day to avoid the use of additional leave or loss of pay. If the employee's schedule cannot be adjusted and the employee would be otherwise required to use additional vacation or compensatory time, the employee shall receive his or her regular rate of pay for the additional hours up to his or her regularly scheduled work week without requiring the employee to use additional vacation or compensatory time. A change in an employee's crew assignment shall not cause any other employee to lose vacation leave that was scheduled and approved prior to the crew change.

**ARTICLE 19**  
**WAGES AND COMPENSATION**

Section 19.1. Effective the beginning of the first pay period following January 1, 2016, the regular hourly pay rate for all bargaining unit members shall be increased by three percent (3%) as follows:

	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37-48 <u>Months</u>	48+ <u>Months</u>
Hourly	\$16.57	\$17.75	\$20.12	\$22.47	\$23.65
Annual	\$34,465.60	\$36,920.00	\$41,849.60	\$46,737.60	\$49,192.00

	0-12 <u>Months</u>	3-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>
Hourly	\$12.36	\$12.73	\$15.05	\$16.57
Annual	\$25,708.80	\$26,478.40	\$31,304.00	\$34,465.60

Section 19.2. Effective on the first day of the first full pay period following July 1, 2016, the regular hourly rate of pay for all bargaining unit members shall be increased by one percent (1%) as follows:

	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37-48 <u>Months</u>	48+ <u>Months</u>
Hourly	\$16.74	\$17.93	\$20.32	\$22.69	\$23.89
Annual	\$34,819.20	\$37,294.40	\$42,265.60	\$47,195.20	\$49,691.20

	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>
Hourly	\$12.48	\$12.86	\$15.20	\$16.74
Annual	\$25,958.40	\$26,748.80	\$31,616.00	\$34,819.20

Section 19.3. Effective on the first day of the first full pay period following January 1, 2017 the regular hourly rate of pay for all bargaining unit members shall be increased by three percent (3%) as follows:

	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37-48 <u>Months</u>	48+ <u>Months</u>
Hourly	\$17.24	\$18.47	\$20.93	\$23.37	\$24.61
Annual	\$35,859.20	\$38,417.60	\$43,534.40	\$48,609.60	\$51,188.80

	0-12 <u>Months</u>	13-24 <u>Months</u>	25-36 <u>Months</u>	37+ <u>Months</u>
Hourly	\$12.85	\$13.25	\$15.66	\$17.24
Annual	\$26,728.00	\$27,560.00	\$32,572.80	\$35,859.20

Section 19.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1.5) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eight (80) hours per each fourteen (14) day work or pay period.

Section 19.5. Effective upon execution of this agreement, bargaining unit employees shall receive an additional one dollar (\$1.00) per hour shift differential for all hours actually worked between the hours of 4:00 p.m. and 8:00 a.m.

Section 19.6. Bargaining unit employees assigned to train other employees shall receive one dollar (\$1.00) per hour additional pay during all hours spent training other employees. All bargaining unit employees who are assigned to train other employees for a sustained period of sixty (60) calendar days or greater shall receive a twelve (12) week break before being assigned another trainee.

## ARTICLE 20 PAY FOR WORKING IN A HIGHER CLASSIFICATION

Section 20.1. An employee temporarily assigned by the appropriate administrative authority to work in a classification of a higher rate, including ECOIC, shall receive \$1.00 per hour for each hour assigned. No employee shall be assigned to train another employee during hours the employee serves as ECOIC.

**ARTICLE 21**  
**VACATION**

Section 21.1. Full-time bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer, as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period; total per year: 80 hours.
- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period; total per year: 120 hours.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed; rate of accumulation: 6.2 hours per pay period; total per year: 160 hours.
- D. Twenty-five (25) years or more of service completed; rate of accumulation: 7.7 hour per pay period; total per year: 200 hours.

Section 21.2. Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is in no pay status. Pro-rated vacation credit is given for any part of a pay period.

Section 21.3. Vacation may be taken on fifteen (15) minute increments. Requests for vacation for the calendar year shall be made in writing by the employee to the employee's supervisor at least fourteen (14) days, but not more than six (6) months, in advance of the requested leave. The Director or designee may approve vacations with less than the fourteen (14) day advance notice. When an employee cancels a scheduled vacation, the Employer retains the right to cancel any overtime scheduled to cover the vacation, at no cost to the Employer.

Section 21.4. Vacation requests shall be honored by the Employer subject to the following limitations and exceptions:

- A. Vacation requests shall be honored solely on the basis of order of application, and no seniority right to preferred dates shall exist. Vacation request forms shall be stamped with date and time by the acting supervisor upon receipt of the form. If more than one employee requests the same dates(s) off, the employee with the earliest date and time stamp shall receive the date(s) off.
- B. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 21.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited.

Section 21.6. Any employee with more than one (1) year of continuous service who separates from service shall be paid for any earned but unused vacation leave. Pro-rated vacation credit is given for any part of a year worked.

Section 21.7. Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

## ARTICLE 22 HOLIDAYS

Section 22.1. Designated holidays shall be as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve (4 hours)	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

Employees shall receive eight (8) hours of holiday pay for each holiday listed above, except Christmas Eve which shall be equal to four (4) hours pay. "Holiday" shall include only the twenty-four (24) hour period beginning 0000 and ending at 2359 for full holidays.

Section 22.2. An employee, while on an approved leave of absence without pay, on disciplinary suspension, or in layoff status shall not be entitled to any holiday benefits as provided in this Article.

Section 22.3. Individuals on approved sick leave will be paid for any holidays occurring during their absence, and will not be charged for sick leave. Individuals on any approved leave with pay during a holiday, other than sick leave, may elect to use their approved leave with pay to cover their absence and receive the eight (8) hours of holiday pay, pursuant to Section 22.1, at the employee's option. If an employee elects to use paid leave on a holiday, the holiday pay shall not count as hours worked for overtime calculation.

Section 22.4. Employees required to work on one of the recognized/observed holidays are entitled to receive compensation at the rate of one and one-half (1.5) times their regular

rate of pay, in addition to receiving their regular holiday pay for all hours worked during the 24-hour holiday period for full holidays. For Christmas Eve, employees required to work will receive six (6) hours at one and one-half (1.5) times their regular rate of pay and four (4) hours of holiday pay. Payment for holidays worked should be treated entirely separate from the calculation of overtime (i.e., pyramiding of overtime is not permitted). Employees who work more than eight (8) hours on a holiday shall be compensated at two and one half (2 ½) times his or her normal rate of pay for all hours worked in excess of eight (8).

Section 22.5. The Fourth of July, Thanksgiving, and Christmas are considered high demand time-off holidays. Employees will not be granted time off, in advance of the holiday, on more than one (1) of these holidays during the same calendar year. No employee shall be granted advance leave on the same holiday in consecutive years. Requests for leave (vacation, compensatory time, or personal leave) for the three (3) high-demand holidays shall be submitted no more than six (6) months, nor less than ninety (90) days in advance of the holiday, and, if granted, such requests will be granted on a first come first serve basis. If no one requests advanced holiday leave more than ninety (90) days prior to the holiday, any employee may request off on the holiday, including employees that received the same holiday off the previous year and employees that received other high demand holidays in that year.

Shift supervisors shall be subject to the same procedures for high demand holiday requests and holiday limits set forth in this section.

Section 22.6. Employees who work on a holiday will have the option to 1) receive their holiday pay and one and one-half (1.5) times pay for all hours worked during the twenty-four (24) hour holiday period; or 2) receive their holiday pay (eight [8] hours) as compensatory time and one and one-half (1.5) times pay for all hours worked on the holiday.

## ARTICLE 23 SICK LEAVE

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status exclusive of overtime. Active pay status shall be defined as hours worked, vacation, holiday pay, compensatory time, and while on paid sick leave. Sick leave credit shall not accrue during any unpaid sick leave or layoff. Sick leave is accumulative without limit.

Section 23.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury or pregnancy-related conditions of the employee;

- B. Exposure of employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment of the employee or a member of his immediate family.

Advanced sick leave may be requested for the following reasons with advance notice of one (1) day:

- A. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- B. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.
- C. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after the child birth.

For purposes of this Article, the definition of immediate family shall be: mother, father, son, daughter, stepparent, stepchild, brother, sister, spouse, grandparent, grandchild, mother/father/ daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 23.3. When an employee is unable to report to work due to illness or injury, he shall notify the Director or his designee at least ninety (90) minutes prior to the time he is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Director.

Section 23.4. The Director or his designee shall have the right to retain an employee on duty until a replacement reports for duty, and the Director or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examination, nursing visit, or other inquiry which the Employer deems necessary which will be paid for by the Employer.

Section 23.5. Upon return to work an employee shall complete an application for sick form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for more than three (3) days, require the

employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

Section 23.6. Sick leave requests shall be approved or disapproved on a case-by-case basis and only for appropriate reasons. Sick leave usage, when approved, shall be charged in minimum units of fifteen (15) minute increments. Sick leave abuse and/or falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. The Appointing Authority maintains the right to investigate any incident of absence or any request for sick leave use. The investigation may include requiring the employee to be examined by a licensed medical practitioner selected and paid by the Employer. The Employer may also require the employee be examined by a medical practitioner chosen by the employee as part of the investigation, so long as the Employer pays all costs, fees, and/or expenses associated with the medical examination.

Section 23.7. Vacation leave or compensatory time may be used at the election of the employee for sick leave purposes after accrued sick leave is exhausted.

Section 23.8. Employees who have completed ten (10) years or more continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge or resignation in lieu of discharge. Eligible employees shall be entitled to convert twenty-five percent (25%) of their accumulate sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County service. Payment shall be based upon the employee's rate of pay at the time of separation. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have reentered county service shall not be entitled to conversion upon subsequent separation. As it relates to employees hired after January 1, 2007 to qualify for payment, an employee must retire.

Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

Section 23.9. Upon submitting proper verification, by employee to Employer, employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment or transfer does not exceed ten (10) years. "Public agency" includes the state, counties, municipalities, all boards of education, libraries, townships, etc. within the state.

Section 23.10. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted in accordance with the County FMLA policy revised 1/17/09.

Section 23.11. Donated Time: Donated time shall be granted in accordance with the County's Leave Donation policy revised 1/17/09.

**ARTICLE 24**  
**COURT TIME/STAFF MEETING**

Section 24.1. Whenever an employee is required to attend a staff meeting or appear on off-duty time before any official court or before the Prosecutor for matters pertaining to or arising from the employee's official duties, the employee shall receive two (2) hours pay at the overtime rate for such appearances. If an employee attends a staff meeting or appears before any official court for more than two (2) hours, or is required to make more than one appearance during any given off-duty day such excess time or additional appearances shall be compensated at one and one-half (1.5) times the employee's normal hourly rate of pay for all time spent in such appearances.

**ARTICLE 25**  
**PERSONAL DAY LEAVE**

Section 25.1. Employees who do not use any unscheduled sick leave during any one hundred eighty (180) consecutive calendar day period shall be granted one (1) additional personal leave day with pay. A maximum of two (2) additional personal leave days can be earned during any calendar year. The consecutive day period provided for in this Section can begin at any time, and shall end one hundred eighty (180) calendar days later. Employees must submit an appropriate treatment provider statement (e.g., receipt from doctor visit) to verify scheduled sick leave usage. Earned personal days must be taken within twelve (12) months of the date credited or the personal day(s) shall be forfeited.

**ARTICLE 26**  
**CIVIL (JURY) LEAVE**

Section 26.1. The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this Article. The employee shall remit all funds paid by the court, excluding expenses, to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours.

Section 26.2. If an employee is required to serve court or jury duty outside of the employee's regularly scheduled work hours, the employee's schedule may be rearranged or flexed to avoid overtime and the time spent on jury duty shall be considered time worked.

Section 26.3. Employees appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc., shall not be

eligible for pay under this section. These absences would be leave without pay, compensatory time, personal leave, or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

**ARTICLE 27**  
**MILITARY LEAVE**

Section 27.1. Employees shall be granted military leave in accord with the applicable state or federal law.

**ARTICLE 28**  
**WORKERS' COMPENSATION**

Section 28.1. The parties agree to follow the provisions of County Personnel Policy Manual, Policy 5.03, revised 1/17/09.

**ARTICLE 29**  
**LEAVE OF ABSENCE WITHOUT PAY**

Section 29.1. Upon the written request of an employee, the Employer may grant the employee a leave of absence without pay for appropriate reasons.

Section 29.2. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

Section 29.3. Leave may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would be of benefit to County Service by improved performance at any level, or for voluntary service in any governmental sponsored program of public betterment.

Section 29.4. With the exception of Family and Medical Leave, the authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be decided by the Employer based upon its merits. Except for emergency situations, employees shall request the leave thirty (30) days prior to the starting date of the leave.

Section 29.5. Upon returning from a leave of absence, the employee will be placed in his/her original position, at the appropriate rate of pay.

Section 29.6. When an employee fails to return to work within three (3) days of the expiration of an authorized leave of absence without pay, absent extenuating circumstances, that employee shall be considered to have resigned from the position as of the expiration date of the authorized leave.

Section 29.7. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on the leave of absence will be considered in determining length of service for purposes when tenure is a factor.

Section 29.8. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer may cancel the leave and provide the employee with written notice directing the employee to report for work within a reasonable amount of time. Disciplinary action may also be initiated.

**ARTICLE 30**  
**EXTENDED ILLNESS LEAVE WITHOUT PAY**

Section 30.1. Extended Illness Leave Without Pay has been established for the sole purpose of maintaining an employee's benefits when all other leave available has been exhausted and when the employee is in a no pay status and has a probability of returning to work from an illness or injury. Each case will be reviewed thoroughly by the Appointing Authority and the Appointing Authority will make the decision to grant or deny Extended Illness Leave Without Pay.

- A. A physically or mentally incapacitated employee, who has exhausted his/her Family Medical Leave, exhausted all his/her accumulated paid leave or donated leave and whom voluntary reduction or reasonable accommodation is not practicable; may request up to twelve (12) weeks of extended illness leave without pay.
- B. The employee must have the probability of returning to work once the physical or mental incapacity is manageable.
- C. Extended illness leave only applies to the employee; care for immediate family members does not qualify for extended illness leave.
- D. An employee must be in no pay status to apply for extended illness leave. All paid leave accumulated or donated must be used prior to applying for extended illness leave. Prior to applying for extended illness leave without pay the employee should discuss the possibility of leave donation with his/her Department Head to see if the situation is qualifying for leave donation.
- E. If an employee has received leave donation after an extended illness leave without pay has been approved, the time the employee is compensated with leave donation will not be counted towards the twelve (12) weeks of extended illness leave without pay. Extended illness leave is without pay.
- F. The Employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his job with or without accommodation. This exam will be conducted by a physician or other practitioner

chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

- G. The employee must present evidence as to the probable date on which he/she will be able to return to the same or similar position and perform the essential functions with or without accommodation. Such request must be in writing, with evidence attached. Extended Illness Leave may be denied if sufficient evidence is not provided. At such time the Appointing Authority may pursue disability separation (see Policy 9.04: Disability Separation, revised 1/17/09).
- H. An employee who has been off work continuously for twenty-four (24) weeks, has exhausted all FMLA leave and all paid leave including leave donation may be required to provide documentation that the employee has applied for disability retirement with the Ohio Public Employees Retirement System prior to applying for extended illness leave without pay.
- I. The employee returning from Extended Leave Without Pay will be reinstated in accordance with Section 29.5 of this Agreement.
- J. The Employer should send a written reminder to the employee at least two (2) weeks prior to the expiration of his Extended Leave Without Pay. An employee who does not return from Extended Leave Without Pay, formally resigns, or takes disability benefits, shall be separated by personnel action with the designation "Failure to Return from Extended Leave Without Pay."

### **ARTICLE 31** **FUNERAL LEAVE**

Section 31.1. Due to the death of a member of the employee's immediate family the employee shall be granted up to five (5) days funeral leave chargeable to sick leave, vacation and/or comp time at the discretion of the employee. For purposes of this Article only, immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent, step child, legal guardian, or other person who stands in the place of a legal parent.

**ARTICLE 32**  
**UNION LEAVE**

Section 32.1. The union negotiating team shall be comprised of no more than five (5) individuals (no more than two [2] shall be in paid status at any time); additional personnel may sit with the negotiating team with prior approval of the Employer side. If negotiating sessions are set during employees' regular scheduled hours, they shall not suffer any loss of wages.

**ARTICLE 33**  
**INSURANCES**

Section 33.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit General Fund County employees.

Section 33.2. The Employer may provide a comprehensive plan, flexible benefits plan, a Health Savings Account Plan, or a preferred provider plan, etc. on the same basis as these plans are provided to non-bargaining unit General Fund County employees.

Section 33.3. If the Employer determines that it is necessary to implement a partial co-payment of insurance premiums by non-bargaining unit General Fund County employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Section 33.4. Bargaining unit employees shall receive the same Employer contribution to the Employer's HSA plan or plans as non-bargaining unit employees of the Board of County Commissioners for the same plan or plans on the same terms and conditions as the non-bargaining employees.

**ARTICLE 34**  
**LAYOFF AND RECALL**

Section 34.1. When the Employer determines that a long-term layoff (lasting six [6] days or more) is necessary, he shall notify the affected employees and the Association fourteen (14) calendar days in advance of the effective date of the layoff. Employees and the Association will be notified of the Employer's decision to implement any temporary layoff (lasting five [5] days or less) five (5) calendar days prior to the effective day of the layoff. The Employer, upon request from the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with inverse seniority, as defined in Article 7 of this Agreement.

Section 34.2. Employees who are laid off shall be placed on a recall list based on seniority for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently

qualified to perform the work. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Employees in the ECO classification shall be offered the opportunity for recall before Call-Takers are recalled. All recalled employees shall be returned to the same classification the employee held at the time of the layoff.

Section 34.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 34.4. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 34.5. To the extent that a direct conflict exists, this Article specifically supersedes and/ or prevails over the specific provisions described in the Ohio Revised Code 124.321 through 124.328 and the Ohio Administrative Code 123:1-41-01 through 123:1-41-23.

Section 34.6. In the event of a layoff or job abolishment, all Call-Taker positions will be abolished before any Emergency Communications Operators are laid off or before any Emergency Communications Operator jobs are abolished.

### ARTICLE 35 NO STRIKE/NO LOCKOUT

Section 35.1. The employee and the Employer will be covered by Ohio Revised Code Section 4117, in relationship to strikes and lockouts, as it affects the employee and the Employer.

### ARTICLE 36 SAVINGS CLAUSE

Section 36.1. Should a court of competent jurisdiction determine that a Section or Article of this Agreement is invalid, then such Section or Article shall automatically be terminated. The remainder of the Agreement shall continue in full force and effect. In the event that a Section or Article is determined to be unlawful, the Employer and the Association shall promptly meet for the purpose of negotiating a lawful alternative provision, in accordance with R.C. 4117.

**ARTICLE 37**  
**WAIVER IN EMERGENCY**

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff (except weather related emergencies), or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

**ARTICLE 38**  
**ADDITIONAL CONDITIONS FOR CALL-TAKERS**

Section 38.1. The use of the Call-Taker classification will not be used to erode the number of Emergency Communications Operators. It is the Employer's intent to employ thirty-two (32) Emergency Communication Operators and four (4) Call-Takers. The Employer will make every effort to maintain at least thirty-two (32) Emergency Communications Operators, and in no event shall the Employer employ more than seven (7) Call-Takers at one time. Effective December 31, 2017, in no event shall the Employer employ more than four (4) Call-Takers at one time.

Section 38.2. There will not be more than three "signed off" Call-Takers on duty at a time except in emergency situations requiring additional staffing as identified by the Director or designee.

Section 38.3. Call-Taker duties shall generally include answering non-emergency telephone calls and 9-1-1 emergency telephone calls to Warren County except while Call Takers are actively receiving training to perform duties reserved for Emergency Communications Operators during a particular shift. Call-Takers shall not perform duties reserved for Emergency Communications Operators, except when receiving training under the supervision of an Emergency Communications Operator or supervisor, including, but not limited to, conducting inquiries and inputting information into the Ohio L.E.A.D.S. system and answering and/or transmitting messages by emergency radio console. Call-Takers will not be assigned to independently perform duties reserved for Emergency Communications Operators unless the Employer signs off that the Call-Taker has

completed the necessary training. Thereafter, any Call-Taker assigned to independently perform duties reserved for Emergency Communications Operators shall be immediately promoted to Emergency Communications Operator.

Section 38.4. Emergency Communications Operators may/will be assigned to perform Call-Taker duties, as needed.

Section 38.5. Emergency Communications Operator assigned to train Call-Takers shall receive one dollar (\$1.00) per hour for each employee trained, such that an Emergency Communications Operator assigned to train two Call-Takers at the same time shall receive two dollars per hour (\$2.00) for providing such training.

### **ARTICLE 39** **DURATION**

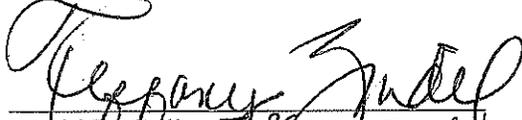
Section 38.1. This Agreement shall be effective upon execution by the parties and shall remain in full force and effect through 11:59 p.m., December 31, 2017.

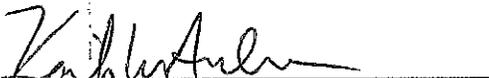
Section 38.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and eighty (180) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE WARREN COUNTY  
COMMISSIONERS

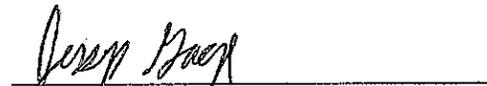
  
\_\_\_\_\_  
David R. Gilly  
County Administrator

  
\_\_\_\_\_  
Karl A. Fisher  
Asst. Prosecuting Attorney

  
\_\_\_\_\_  
Marc A. Fishel, Esq.  
Fishel Hass Kim Albrecht, LLP

WARREN COUNTY DISPATCH  
ASSOCIATION

  
\_\_\_\_\_  
Brad Edrington  
WCDA President

  
\_\_\_\_\_  
Jessup Gage, Esq.  
Hardin, Lazarus, & Lewis, LLC

Approved and journalized by the Warren County Board of Commissioners on  
September 20, 2016 by resolution number 16-1468

## MEMORANDUM OF UNDERSTANDING

### SUBJECT: Tactical Response Team

This Memorandum shall apply to all members of the Warren County Dispatch Association selected to participate in the Warren County Tactical Response Unit (TRU):

#### Compensation

- 1) All hours of work or training with TRU in excess of the employee's normally scheduled forty (40) hours will be compensated at the regular overtime rate of one and one-half (1.5) times the employee's straight time hourly rate of pay for the actual time spent working or training.
- 2) Once TRU has been called out, compensation will begin after the employee has called into the Supervisor/ECOIC and will end when released by the team leader. The employee is responsible for filling out an overtime form.
- 3) Call-in Pay as defined in Section 18.9 of the Dispatcher's Union Contract involving less than two hours will not apply to TRU call outs or training. The TRU member will be paid for a minimum of one (1) hour.
- 4) The employee may elect to be compensated with pay or comp time, as long as their accumulated comp hours do not exceed the sixty (60) hour limit.
- 5) Overtime spent working or training with TRU will not count toward the overtime equalization record.

#### Scheduling/On Call

- 1) A training schedule for TRU will be provided to the employee's shift supervisor as soon as it becomes available to the employee.
- 2) The employee will only be on call for TRU when the employee is not scheduled to work in dispatch. The employee's first consideration should be their job as an Emergency Communications Operator.
- 3) No employee because they are on the TRU team will self-dispatch to the scene of any police or fire incident.
- 4) No employee may respond to a TRU call during a shift on which they are off on vacation leave or compensatory time. Employees may respond to a TRU call occurring at a time other than their regular shift in these situations.

Any alleged violations of this MOU may be addressed through the grievance/arbitration procedure set forth in the collective bargaining agreement.

Nothing in this MOU shall prohibit the Employer from discontinuing the TRU program.

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 16-1468

Adopted Date September 20, 2016

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN UNION AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY DISPATCH ASSOCIATION (SERB CASE NUMBER 2014-MED-096-1314)

WHEREAS, the union agreement with Warren County Dispatch Association ends December 31, 2014 and the first negotiation meeting occurred December 10, 2014 and negotiations continued thereafter; and

WHEREAS, both parties entered the conciliation process with an award being finalized as of February 2, 2016; and

WHEREAS, the final copy of the contract with the appropriate signatures was received on September 13, 2016; and

NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign a union agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association (SERB Case Number 2011-MED-09-1122); as attached hereto and made a part hereof.

Mrs. South moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – absent  
Mr. Grossmann – yea  
Mrs. South – yea

Resolution adopted this 20<sup>th</sup> day of September 2016.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Warren County Dispatch Association  
Emergency Services (file)  
OMB- Sue Spencer