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ARTICLE 1

RECOGNITION

The Trumbull County Board of Commissioners (Employer) recognizes the Ohio Patrolmen's Benevolent Association (OPBA OR Union) as the exclusive representative for all full-time and part-time dispatchers (Telecommunicators) identified in the State Employee Relations Board's order of July 13, 1995 in Case Numbers 94-REP-12080 and 94-REP-12081.

- A. Definitions: The following definitions will be applicable throughout this agreement unless by specific reference the parties express that a different definition applies.
1. Employee - any individual performing duties within the bargaining unit as described above, who has been hired by the Employer on a regular basis.
 2. Full-Time Employee - an employee whose employment status is such that he/she will be regularly designated to work 2080 hours per year (40 hours per work week), including approved time off from work either paid or unpaid.
 3. Part-time Employee - an employee whose employment status is such that he/she will be regularly designated to work less than 2080 hours per year (less than 40 hours per work week), including approved time off from work either paid or unpaid. Part-time employees shall not be scheduled for more than thirty-two (32) hours per week unless the Employer is reasonably unable to fill the shift requirements with full-time employees.
 4. Days - as used herein, all references to "days" shall mean calendar days, unless the parties specifically designate another definition.
 5. Immediate Supervisor - means that designated supervisor or supervisors to whom the employee directly reports in the course of performing assigned duties. This specifically excludes any other member of management of the Employer who may from time to time give a direct order or work assignment, but who is not designated as the supervisor to whom the employee directly reports.
 6. Supervisor - means any employee in the chain of command including the employee's immediate supervisor and all other supervisory employees who have responsibility, authority or control of an employee.
 7. Work site - the premises of the Employer at which the Employer assigns employees to perform work tasks, or a location off the Employer's premises at which the Employer assigns an employee to perform work tasks.

8. Grievance - an allegation by a bargaining unit employee or Union that there has been a violation, misapplication or misinterpretation of the express terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.
9. Termination - any permanent separation from active employment, except retirements.
10. Pay Period - that two (2) week period of time commencing with the first shift Sunday and ending with the third shift Saturday, two (2) weeks later.
11. Work Week - seven (7) consecutive twenty-four (24) hour periods commencing with the first shift Sunday.
12. Work Day - one (1) twenty-four (24) hour period of time commencing with the beginning of each employee's assigned shift.
13. Week - a seven (7) twenty-four (24) hour day calendar period of time commencing 12:01 a.m. Sunday through 12:00 Midnight Saturday.

ARTICLE 2

MANAGEMENT RIGHTS

A. Management Rights: Any and all rights concerned with the management of the Trumbull County 9-1-1 Center are the exclusive and sole responsibility of the Employer. The parties agree that the Employer retains all the customary rights, privileges and authority of management, except as modified by the express terms of this Agreement, including but not limited to, the following rights: a) determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure; b) direct, supervise, evaluate or hire employees; c) maintain and improve the efficiency and effectiveness of operations; d) determine the overall methods, process, means, or personnel by which operations are to be conducted; e) suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees, limited only by the other Articles in the contract; f) determine the adequacy of the workforce; g) determine the overall mission of the Employer as a unit; h) effectively manage the workforce; i) take actions to carry out the mission of the Employer as a government unit; j) determine the hours of work, work schedules, work sites and establish the necessary work rules for all employees; k) determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in any job classification, and the standards of quality and performance to be maintained; l)

determine and implement necessary actions in emergency situations; m) determine the qualifications of employees covered by this Agreement.

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified or limited by this Agreement shall remain within the exclusive discretion of the employer. The management rights set forth and referenced in this Article shall not be subject to arbitration or impairment by an arbitration award.

ARTICLE 3

UNION SECURITY

A. Dues:

1. The Union will provide bargaining unit members an Authorization for Check-off, which form shall be used by eligible employees to authorize the Employer to make the appropriate payroll deductions of Union fees (initiation fees, dues, and/or assessments). The Employer agrees to provide for the deduction of such fees and to submit same in a timely manner to the Union. As authorized by the Union, all fees due will be deducted by the Employer in the pay period following that in which such authorization notice is received. Such fees will be deducted from the regular salary checks of eligible employees. The deduction shall be fifteen dollars (\$15.00) per pay for two (2) pays per month.
2. It is specifically agreed that the Employer assumes no obligation, financial, or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions, or proceedings arising from deductions made by the Employer in application of the terms of this Article. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligations and responsibility of the Union.
3. The Employer shall be relieved from making such individual "check-off" deductions upon: (a) termination of the employee; (b) permanent transfer to a position not covered by this Agreement by an employee; (c) periods of layoff or suspension from work during the pay period deductions are normally taken; (d) revocation of the check-off authorization; or (e) unpaid leave of absence.
4. Deductions will be made by way of normal payroll procedures for the months in which an eligible employee works or receives pay for time not worked. Such fees will be remitted to the Union no later than thirty (30) days after such deductions are withheld unless unable to do so because of circumstances beyond the control of the Employer. The Employer agrees to furnish to the Union Director(s) an alphabetical listing of the

employees and respective individual amounts from whom such deductions were made.

5. Within thirty (30) days after the effective date of this contract all employees in any bargaining unit shall either become dues paying members of the OPBA or remit to the OPBA a fair share fee, to be determined by the OPBA in accord with the provisions of the Ohio Revised Code Section 4117 (C).
6. Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of OPBA or remit a fair share fee.
7. The fee shall be mailed to the OPBA, 10147 Royalton Road, Suite J, North Royalton, Ohio 44133. A thirty (30) day notice shall be given by the OPBA if there is any change in the deduction amount.
8. As provided in Ohio Revised Code Section 4117 (C), nothing in this Article shall be deemed to require any employee to become a member of the OPBA.

B. Access:

1. Designated Union officials may be granted access to the Employer's premises to administer the provisions of this Agreement upon prior notification and approval of the 9-1-1 Director. Such access is to be for Union business only and such activity is to be contained to the second floor of the existing building. Additionally, such access is to be between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday. The Employer agrees to cooperate with the Union in considering requests made pursuant to this provision for other times or places, and such requests shall not be unreasonably denied. Notwithstanding any other provision of this agreement, Union officials shall not be permitted access to the workplace to conduct general Union meetings not related to a specific grievance or administration of a specific provision of the Agreement.
2. The Union will provide a list (and appropriate updates) of its official Union Director(s) at the various work sites of the Employer. The Union may administer this contract through its listed Union Director(s) during non-work time unless mutually agreed to by the Union and the Employer. The Employer understands that the investigation of some grievances may require limited work time involvement of Union Directors. Such time may be approved to the maximum specified in Section (E) of this article. In

addition, should the Employer schedule a meeting and invite or require the attendance of a Union Director, such time will be part of the Union Director's normal work schedule, to the extent such hours overlap the Union Director's assigned work time. Union Directors shall not suffer a loss of benefits for their participation in such work time activities.

C. Bulletin Boards:

1. Union Directors will be allowed to utilize one-half (1/2) of the existing bulletin board at the 9-1-1 Center building. All Union notices which appear on such bulletin board shall be signed, posted and removed by the Union Directors during non-work time. Neither the Union nor its members may post materials of any kind anywhere in the Employer's facilities, on the Employer's equipment or at any other work site except on the section of the bulletin board designated for use by the Union. No partisan, derogatory, obscene, scandalous, or unscrupulous material may be posted. The Employer has the right to remove any material which fails to meet the requirements of this Article.

D. Employee Information:

1. A seniority list of all bargaining unit employees, listing position and employment status, will be furnished to the Union annually or upon reasonable request of the Union Director(s).
2. The Employer will provide the Union with information concerning all appointments, promotions, and transfers into the bargaining unit. Such information will also include changes in rates of pay (giving effective dates) as may be affected by such status change as they occur.
3. It is recognized that supervisors and other non-bargaining unit employees may have historic overlap duties with bargaining unit employees. The Employer maintains its management right to use supervisors, and/or non-bargaining unit employees in emergency situations.

E. Union Leave:

1. The union will be granted up to a total of two (2) days off without pay per calendar year for employees duly elected or designated to serve in an official capacity on behalf of the Union in order to carry out such official duties when such requires absence from work. These absences shall be used to attend training sessions, safety seminars, legislative and educational conferences, national conventions and grievance hearings (it is understood that the total is two (2) days for the entire bargaining unit).

2. The union agrees to provide at least thirty (30) working days notice of intent to use this provision, except in the case of grievance hearings and further agrees that no more than two (2) employees will be off at any one (1) time in application of this provision. The Union agrees to cooperate with the Employer to minimize the impact this leave may have on the work force. Employees who utilize this leave will be returned to their positions at the end of such leave without loss of seniority or benefits.
3. If negotiations for a successor agreement conflict with the normal work hours one (1) or more Union representatives, one (1) representative shall be permitted to participate in negotiations without loss of pay or benefits.
4. In addition to the Union leave provisions above, the Union Director or Alternate Director will be granted, upon request eight (8) hours paid leave, per year to attend OPBA business functions. The Union shall provide a fifteen (15) day notice to the 9-1-1 Director. Said hours shall be cumulative to a total of sixteen (16) hours.

F. Negotiations Procedures/Request for Negotiations

The OPBA President shall submit a letter requesting the opening of negotiations to the Director no sooner than one hundred twenty (120) calendar days but no later than sixty (60) calendar days prior to the expiration of the current Contract.

Upon receipt of the request, the Director and the OPBA President shall mutually establish the date for the first negotiations meeting.

Once the meeting date, time and place has been established by both parties, the following procedures will be used:

- a. At the first meeting, the OPBA shall submit in writing its proposals.
- b. At the second meeting, the Trumbull County 9-1-1 may submit any proposals, items and/or articles to be discussed in addition to those proposals, items and/or articles submitted by the OPBA.

ARTICLE 4

NO STRIKE - NO LOCKOUT

During the term of this Agreement, it is the express intention of the parties not to engage in either a strike or lockout action each respective party against the other. Strike action in this context will include any concerted action by individual employees or the Union that in any way would cause a slow down or work stoppage or otherwise impede the normal operations of the Employer in an attempt to gain leverage in support of a position taken by the Union which does not have the cooperation or concurrence of

Step 1.

If the grievant does not wish to utilize the "informal" procedure, they may process the grievance to Step 1 by filing a written grievance form with the Supervisor not later than ten (10) days following the occurrence of the incident giving rise to the grievance.

- a. The grievant, and/or an employee representative for any group grievance, will participate without loss of pay or benefits in all grievance discussions throughout the grievance procedure. The Employer shall investigate the grievance in the manner which it deems appropriate.

Within ten (10) days following receipt of the formal Step 1 grievance, the Supervisor will conduct a grievance hearing. Failure to conduct such meeting will advance the grievance to Step 2.

Within ten (10) days of the Step 1 grievance hearing, the Supervisor will issue a written decision.

Step 2.

Not later than ten (10) days following issuance of the Step 1 grievance denial, or if the Supervisor has failed to timely respond, the grievant may file the grievance form with the 9-1-1 Director/designee. If the grievant elects to process a grievance to Step 2, the 9-1-1 Director/designee will investigate the grievance and respond, in writing, within ten (10) days following receipt. The 9-1-1 Director/designee may determine that a meeting is necessary to assist in the investigation. The Union Director(s) will be notified of the date, time and location of any such meeting. If such a meeting is called by the 9-1-1 Director/designee, the Union Director(s), OPBA representative, and the grievant (or group grievance representative) will be permitted to attend any scheduled meeting without loss of pay or benefits. If a meeting is held and the Director/designee issues a written decision within ten (10) days, such decisions shall be served upon the Union. Under this Section, "service" may include sending a facsimile grievance reply to the Union. If the grievance is denied or if the 9-1-1 Director/designee does not respond within ten (10) days, the grievant may process the grievance to Step 3.

Step 3:

Within ten (10) days of service or facsimile transmission of the Employer's Step 2 written answer, the Union will advise the Employer in writing whether or not it intends to move the grievance to Arbitration. A grievance may be withdrawn at any time during the grievance procedure.

C. Arbitration Submission Agreement:

1. If the union processes a grievance to arbitration, after giving written notice to the Employer, the parties will select from their permanent panel of arbitrators. All subsequent handling of the arbitration process will be in accordance with the rules of the American Arbitration Association (AAA), unless the parties specifically agrees in writing otherwise. If the selected arbitrator is unable or unwilling to serve, or if after serving for a time is unable or unwilling to continue, then the next arbitrator on the list shall be used.
2. The parties permanent panel of arbitrators shall include the following: 1) Nels Nelson; 2) Harry Graham; 3) Norman Harlan; and 4) Robert Stein.
3. Within ten (10) calendar days following the receipt fo the Union's written notification of intention to proceed to arbitration, the 9-1-1 Director, either personally or through an appropriate representative, and the Union Representative or designee, will consult and attempt to draft a written agreement stating the issue(s) to be submitted to arbitration. If no agreement is reached as to the issue(s) by the above-referenced persons, each party shall submit a written document stating the issue(s) to be arbitrated.

D. Arbitration Costs:

1. The costs of any proof produced at the direction of the arbitrator, and the rent, if any, of the hearing room shall be borne by the losing party; however, each party shall pay the entire cost for any representative engaged by that party. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of a court reporter shall be paid by the party requesting one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. All costs directly related to the services of the arbitrator shall be paid by the losing party.

E. Authority of the Arbitrator:

1. The arbitrator shall give a fair and impartial hearing on the testimony and evidence from both parties, unless the parties agree to submit their dispute on written stipulations. The authority of the Arbitrator will be limited to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The Arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline. The question of arbitrability of a grievance may be raised by either party before the same arbitrator who hears the merits of the case. If a question of arbitrability is raised, the arbitrator shall rule upon the issue of arbitrability before hearing any evidence or arguments on the merits of the grievance. All decisions of Arbitrators must be in writing and shall be mailed to the Union and the Employer within thirty (30) days of the close of oral hearing (or receipt of the parties' post hearing briefs when such are opted for in lieu of closing oral arguments).

2. Determinations of Arbitrators are final and binding on the Employer, Union, and grievants. All witnesses appearing in an arbitration hearing must swear or affirm their testimony pursuant to applicable law. The Arbitrator is understood by the parties to have subpoena powers, and at the request of either party will subpoena necessary witnesses or records requested by such party, and the other party will cooperate with this process to the full extent possible.

ARTICLE 6

PERSONNEL FILES

A. General Provisions:

1. Each employee, with or without a Union Director, shall have access to his/her personnel file upon making a request to the Personnel Department or 9-1-1 Director. Normally, requests will be honored within twenty-four (24) hours or the next non-weekend work day, whichever is longer. Normal hours for personnel file review are 8:30 a.m. to 4:30 p.m. weekdays. Copies of file materials will be provided, if requested, at a pre-paid cost of fifteen cents (\$0.15) per page. An employee shall receive a copy of any job related offense before it is placed into his/her file, and failure to provide such copy will render such alleged offense ineffective until such copy has been served on the employee. Service is complete when the Employer either hand delivers such document or places such document in the mail via certified mail, return receipt requested to the employee's last address on file with the payroll department. Any dispute as to the accuracy or completeness of

information so contained in his/her personnel file shall be grounds for the employee to submit a position in writing, which shall be included with the disputed portion of such file and provided to any party with appropriate authority to access the contents of that file. It is the employee's responsibility to review the contents of his/her personnel file and to determine whether written rebuttal is warranted.

2. An employee will be asked to sign a document submitted to the employee for acknowledgment of its existence. Such signature will not be construed to mean agreement by the employee to the contents therein, but only to indicate knowledge or receipt of such document.
3. All discipline shall be maintained in the personnel file, but shall be disregarded for future disciplinary purposes after two (2) years, provided there has been no intervening discipline during that two (2) year period.
4. When an employee is charged with or is under investigation for contended violations of departmental rules and/or regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and extent of the disciplinary action taken or contemplated.

ARTICLE 7

PROBATION PERIODS

A. Probation period:

1. Newly hired employees shall be on probation for the first one hundred eighty (180) work days of their employment, during which time they may be terminated at will by the Employer without redress to applications of the grievance/arbitration provisions of this Agreement. Once a newly hired employee successfully completes this probation period, his/her seniority will be deemed to commence from the initial date of employment.
2. Newly hired employees will receive no paid time off for benefits other than wages until the successful completion of their probation period. Nothing herein prohibits the parties from mutually agreeing to an extension of a new hire probation period when circumstances so warrant, however, such extension will not delay commencement of benefits entitlement but will continue the right of the Employer to terminate at will pursuant to Section 1 above. Employees will be apprised of their progress during their new hire probation period as

well as their employment status as employees at will during such time.

3. It is understood once an employee is hired, the cost of any required post-hire medical examinations and/or drug tests will be covered by the Employer.
4. If an employee quits or is terminated during the new hire probation period and is later rehired, he/she shall be considered as a new employee pursuant to Section 1, above.
5. A bargaining Unit employee promoted or transferred to a non-Bargaining Unit position shall serve a ninety (90) day probationary period. If during this ninety (90) day period the employee is returned or returns to his/her previous position he/she shall suffer no loss of seniority or benefits and shall be returned to is/her former position.

ARTICLE 8

SENIORITY

A. Seniority:

1. Seniority shall be defined as total continuous service in the bargaining unit from the last date of hire in an employee's respective Bargaining Unit. Continuous service as applies to seniority shall be considered broken for any of the following reasons:
 - a) The employee fails to return from an approved leave of absence at the conclusion of such leave, unless the employee presents to the Employer reasons which are satisfactory in the opinion of the Employer as to why the employee was unable to return within the allotted time and could not provide advance notification;
 - b) The employee resigns or is terminated;
 - c) The employee is laid off and has not worked for more than two (2) years;
 - d) The employee fails within three (3) days of receipt of a notice to return to work to notify the Employer of his/her intent to return to work and/or fails to return to work within five (5) days of receipt of such notice. It is understood that the employee has the affirmative obligation to keep both the Employer and the Union informed as to

current address.

2. For all purposes in this agreement, where the rights or benefits of employees are to be decided on the basis of seniority, seniority shall be determined by length of service in the employee's respective Bargaining Unit (i.e., full-time or part-time).

B. Layoff:

1. In the event it becomes necessary to lay off bargaining unit employees due to a lack of work, lack of funds, or reorganization, Telecommunicators will be laid off in the inverse order of seniority by position status - i.e., probationary first, next to be laid off will be part-time Telecommunicators, and the last full-time Telecommunicators.
2. Recall from layoff shall be to the senior qualified employee on layoff status. No position shall be posted for bid without first recalling qualified senior employees who have recall rights to said position by virtue of being laid off during the preceding twenty-four (24) month period. An employee shall be considered to have recall rights to a position for a twenty-four (24) month period following layoff unless he/she refuses recall when offered. Full-time Telecommunicators on layoff may refuse to return to a part-time position without adverse effect on their twenty-four (24) month recall rights.

C. Vacancies:

1. When a new full-time bargaining unit position is created or the Employer declares an established position vacant, the position will be posted for a period of seven (7) calendar days.
2. Part-time candidates shall be rated as follows:
 - a. Each hour worked from date of hire until date of posting shall count as one (1) point. For each hour of absence due to illness or injury to the employee or immediate family, two (2) points shall be deducted. For each hour of disciplinary suspension, five (5) points shall be deducted. For each written reprimand during the previous twelve (12) months, three (3) points will be deducted. The Employer shall have the right to pass over or not promote any employee who has a zero (0) or negative point total.

3. The candidate with the highest net score shall be offered the position. If a candidate is promoted who has not previously demonstrated an ability to work all consoles, said employee shall have thirty (30) calendar days in which to demonstrate proficiency or be returned to his/her former position.
4. The employer reserves the right to fill any full-time vacancy with a part-time bargaining unit employee on a temporary basis for a period of time not to exceed sixty (60) days per vacancy.

ARTICLE 9

HOURS OF WORK

A., Hours:

1. The Employer will establish and communicate a schedule of hours for each employee. The Employer will notify the Union of changes to these schedules. It is the goal of the Employer to provide each full-time bargaining unit employee with not less than thirty (30) minutes of time away from job responsibilities during each work day. Employees shall remain on the premises of their work site during such time away from job responsibilities.
2. Work schedules will be posted no later than one (1) week in advance. Full-time schedules will not be changed except in the case of emergency, excluding float positions. If the Employer decides to change an employee's work schedule, such change shall be provided to the affected employee as soon as possible in advance. Floats will be provided reasonable notice dictated by the circumstances.
 - a) Shift trades by employees will be permitted two (2) per week.
 - b) An employee may apply for a trade with another shift upon seven (7) days written notice. The director his/her designee has discretion to deny any request with less than seven (7) days written notice. However, the Director or the Director's designee will consider requests for trades when an employee has exhausted his/her personal days, vacation days and/or comp time.
 - c) Employee initiated changes in the work schedule will not be permitted if they would result in overtime compensation.

- d) An employee who calls off after initiating a trade without providing a doctor's excuse immediately upon returning to work will not be able to trade for three (3) months. On the second occurrence, the employee may not trade for six (6) months.
 - e) There shall be no trades of trades.
 - f) There shall be no trades with floats.
 - g) Floats can trade with other floats.
 - h) One (1) double will be permitted per monthly schedule. Working two (2) shifts in a row due to a voluntary trade in the same week shall not result in overtime.
3. The Employer will keep in effect the present schedule. Should the Employer wish to make changes to the schedule, the Employer shall notify the Union so that the parties may negotiate the effects of the proposed change. Nothing in this provision shall impair the Employer's right to make changes to the schedule.

B. Overtime:

1. All employees shall be entitled, with prior approval of the Employer, and subject to the conditions set forth below, to be paid overtime compensation at one and one-half (1 ½) times his or her regular rate of pay for time actually worked in excess of eight (8) continuous hours per day or forty (40) hours per work week.
2. For the purpose of this section, no paid leave of any kind shall count as time worked. Overtime shall only be paid for time actually worked in excess of eight (8) hours per day or more than forty (40) actual hours worked in a work week. Scheduled overtime, which is subsequently cancelled for any reason shall not entitle the employee to overtime compensation.
3. Employees shall accrue compensatory time to a maximum of one hundred ten (110) hours.
 - a. Compensatory time cannot be utilized on Holidays.
 - b. part-time employees are not eligible for compensatory time. In lieu of compensatory time, part-time employees will be paid for all authorized overtime.

- c. Full-time employees may cash in up to forty (40) hours of compensatory time twice each year, once in the first pay period in November each year and one (1) other time per calendar year upon reasonable notice to the Employer. Payments will be made in hourly increments under this Section.
 - d. The parties agree to be bound by the Compensatory Time and Scheduling and Coverage Agreement, a copy of which is attached as an Appendix.
4. It is the goal of management to distribute additional work hours as equally as possible. Employees may be required to work overtime where the Employer is unable to find a sufficient number of volunteers, or emergency circumstances make it impractical for the Employer to seek volunteers. No employee can be mandated to work more than twelve (12) hours in a twenty-four (24) hour period excluding double backs caused by shift rotation. Refusal to work required additional hours may result in discipline. The Employer may consider personal and compelling reasons given as to why an employee cannot work any requested hours. When a dispatcher is forced to work overtime, the dispatcher shall be permitted to leave the Center to purchase their meal but is limited to a two (2) mile radius and twenty (20) minute absence.
5. Any employee called back into work for hours not previously scheduled shall be guaranteed a minimum of three (3) hours work or pay in lieu thereof, at the employee's regular rate of pay. Call back pay shall not apply to hours which are contiguous to the beginning or the ending of an employee's scheduled work hours. Employees who report for work as scheduled and who are subsequently sent home because work is not available shall be paid a minimum of three (3) hours pay.

ARTICLE 10

IN SERVICE MEETINGS

Employees will be paid their overtime rate of pay for all hours spent attending required in service meetings outside of normal work hours.

ARTICLE 11

VACATION

- A. All full-time, non-probationary employees hired before January 1, 2014,

shall be entitled to vacation with pay under the following schedule:

1. One (1) year of service, but less than seven (7) years; eighty (80) hours of vacation.
 2. Seven (7) years of service, but less than thirteen (13) years: one hundred twenty (120) hours of vacation.
 3. Thirteen (13) years of service, but less than nineteen (19) years: one hundred sixty (160) hours of vacation.
 4. Nineteen (19) years of service, but less than twenty-five (25) years of service: two hundred (200) hours of vacation.
 5. Twenty-five (25) years of service or more: two hundred forty (240) hours of vacation.
 6. Employees hired after January 1, 2014, shall be entitled to vacation with pay under the following schedule.
 - a. One (1) year of service, but less than seven (7) years of service: eighty (80) hours of vacation.
 - b. Seven (7) years of service, but less than thirteen (13) years of service: one hundred twenty (120) hours of vacation.
 - c. Thirteen (13) years of service, but less than twenty (20) years of service: one hundred sixty (160) hours of vacation.
 - d. Twenty (20) years of service, but less than twenty-eight (28) years of service: two hundred (200) hours of vacation.
 - e. Twenty-eight (28) years of service or more: two hundred forty (240) hours of vacation.
- B. All years of continuous Trumbull County employment, either full or part time shall count as years of service, for purposes of this Article. Employees who have prior public sector work may include said time for the purpose of vacation accrual but not vacation selection upon verification provided by the employee.
- C. Employees' requests for vacation must designate the specific dates being requested.
1. Vacation requests shall be submitted during the time period of

November 1 through November 30 of each year. The Employer shall determine the number of employees to be off at any one given time. Such requests shall be awarded on the basis of seniority by December 5th.

2. Requests not submitted during the time period stated above shall be considered on a first come first served basis at any time throughout the year but not less than 24 hours in advance.
- D. Once vacation is approved it shall not be canceled, except that in the case of an emergency or disaster. The Employer may cancel any scheduled vacation, or a vacation may be canceled upon the mutual agreement of the Employer and the affected employee.
- E. Vacation must be used in increments of no less than four (4) hour increments.
- F. Annually, all non-probationary part-time employees will be granted the equivalent of their regularly scheduled work week in unpaid time off upon request. Such time off shall be subject to the conditions set forth in Sections (D), (E), and (F) of this Article.
- G. Maximum vacation carry over from year to year is the equivalent of one (1) year's accrual. (*i.e.*, If an employee has two (2) weeks of paid vacation in 2006 and elects not to take any vacation, they would be able to carry over the two (2) weeks from 2006 and have four (4) weeks available in 2007. They would not be permitted to carry over more than two (2) weeks in 2008. Any additional vacation accrued will be paid out to the employee on the first pay following their anniversary date.)

ARTICLE 12 PERSONAL DAYS

- A. All full-time, non-probationary employees shall be entitled to twenty (20) hours with pay per calendar year. Personal days will be prorated for periods of time that are less than one (1) year. (Eleven (11) months of service or any major part thereof will result in one (1) day of leave). All personal days shall be taken only with the prior approval of the Employer.
- B. Requests for personal days will be in writing on forms provided by the Employer and submitted at least two (2) days in advance. The Employer will respond to the request in writing within two (2) working days after receipt of the request. Failure to respond by the Employer will result in the approval of the leave request.

5. All part-time, non-probationary Employees shall have front loaded annually each January 1st an amount of sick leave equivalent to their normal work week (i.e., if an employee is normally scheduled three (3) days per week, they shall have three (3) days of sick leave front loaded each January 1st). There shall be no limitation on the number of sick leave days that may be accrued.
6. All full-time non probationary employees shall accrue fifteen (15) days annually for sick leave purposes subject to the limitations set forth in Sections A through D of this Article. There shall be no limitation on the number of sick leave days that may be accrued.

B. NO FAULT PROVISION

1. An employee receives eight (8) points per month for perfect attendance during the month. Maximum accrual is one hundred fifty (150) points. On January 1, 2012, employees will start with twenty-four (24) points. The employees may earn an extra eight (8) points if they had perfect attendance from December 1, 2011 through December 31, 2011.
2. For each absence due to illness or injury to themselves or their immediate family, the employee receives (-1) point for each hour of leave that is utilized. One (1) or two (2) days of consecutive absence for the same illness or injury will be counted as one (1) occurrence and a deduction of only eight (8) points will occur. Absences of more than two (2) consecutive days shall be deducted at the rate of eight (8) points per day unless FMLA is approved.
3. Points will not be deducted for vacation leave, personal days, Court leave, bereavement leave, jury duty, compensatory leave or FMLA leave.
4. Tardiness will be treated in fifteen (15) minute intervals for deduction purposes. (i.e., 1-15 minutes tardy will result in -.25 points).
5. Leaving the job before the end of a shift will be treated in the same fifteen (15) minute intervals as tardiness.

PENALTIES: Each time an employee attains any of the totals listed below, the discipline or action indicated will be administered:

-10 points	Job counseling/Verbal reprimand
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-20 points	Written Reprimand
-30 points total	Suspension without pay (not more than 3 days)
-40 points total	Suspension without pay (not more than 7 days)
-50 points total	Termination

A copy of the job counseling verbal reprimand will be provided to the Union either before or after the job counseling or verbal reprimand.

Three (3) penalties of the same type within any one (1) calendar year automatically progresses to at least the next step of the fourth occurrence.

Point totals to be utilized will be calculated at the time of utilization. Example: If an employee has -35 points on June 15th and then utilizes 8 hours of sick leave on June 16th, the employee will be considered to have -43 points and will be subject to a suspension of not more than seven (7) days.

C. FMLA:

1. Employees may request time off without pay pursuant to the family Medical Leave Act of 1993 and its amendments. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period.

The Employer may require an employee to use accrued vacation, comp time, accumulated sick leave or other paid leave which shall be inclusive of the twelve (12) weeks of family medical leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this Article.
2. For purposes of calculation, the Employer will utilize the "rolling" year, measured backwards from when FMLA leave is first utilized in accordance with Departmental policy.
3. Employees who are on approved FMLA leave shall continue to accrue seniority during such leave.
4. The parties adopt FMLA and its amendments subject to the above.
5. If the Employer believes the use of intermittent leave is inappropriate and has notified the employee in writing, the Employer may require a medical practitioner's excuse for each period of intermittent leave. When documentation is required, it shall be presented either prior to the use of or immediately upon return to work.

ARTICLE 14

BEREAVEMENT LEAVE

- A. All full-time, non-probationary employees shall be granted five (5) bereavement leave days for the death of an immediate family member. However, three (3) days of this bereavement leave shall be paid, but not charged to the employee's sick leave. Leave under this Section must include the date of the funeral or memorial service and must be consecutive in duration. Death of a member of the family who is not an immediate family member is limited to one (1) day. Such leave is to be deducted from sick leave.
- B. Immediate family or bereavement leave purposes shall consist of: parents, grandparents, brother, sister, spouse, co-habiting partner, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step parents, current spouse's grandparents and any family member residing in the employee's household, or any legal guardian or other person(s) who stands in place of a parent.
- C. Bereavement leave is non-cumulative from year to year.
- D. A copy of the death certificate or copy of the public notice published in a newspaper for the deceased will be required upon the employee's return to work.

ARTICLE 15

UNPAID LEAVE OF ABSENCE

- A. The Employer may, at his discretion and upon the written request of an employee, grant an unpaid leave of absence for a period of time not to exceed three (3) months.
- B. Any employee on unpaid leave of absence shall not earn or utilize sick, vacation, personal day or bereavement leave credit during the leave period, nor shall they be entitled to any holiday pay for any holidays falling within this leave, also. This leave shall not be used in computing time for vacation or seniority.

ARTICLE 16

COURT LEAVE/JURY DUTY

- A. Jury Duty:

In the event that jury duty conflicts with an employee's work hours, the Employer shall grant paid leave for those hours served on jury duty which conflicts with the working

hours when the employee is subpoenaed for such duty by any court of the United States, the State of Ohio, or a political subdivision thereof.

1. Proof of subpoena issuance must be provided by the employee in a timely manner.
2. Fees, other than expense payments, received by the employee for jury duty must be remitted to the Personnel Department within seven (7) calendar days of receipt. Such fees need only be considered for remittance if said fee was paid for duty that conflicted with normal working hours.
3. If the fee received for such duty exceeds the normal pay received by the employee, he/she is to contact the Personnel Department to work out the Agency reimbursement to the employee.
4. Should an employee be dismissed early from jury duty, he/she shall contact their immediate supervisor to arrange for their return to work.
5. The supervisor shall work with the employee to accommodate such duty.

B. Court Leave:

In the event an employee is subpoenaed for a court appearance and such appearance conflicts with employee's work hours, the Employer shall grant paid leave if such subpoena is for any court governed by the United States, the State of Ohio, or any political subdivision thereof subject to the following provisions:

1. Any fee received by the employee, excluding expense payment, must be remitted to the Personnel Department within seven (7) days of receipt. Only those fees paid for duty that conflicted with the normal working hours need be remitted.
2. If the fee received for any such duty exceeds the normal pay received by the employee, he/she is to contact the Personnel Department to work out the Agency reimbursement.
3. Court leave will not be granted for the following:
 - a. voluntary appearances;
 - b. cases that are not work related;

- c. cases in connection with personal matters of the employee (e.g., traffic court, divorce or dissolution proceedings, custody or juvenile court, hearings, etc.)

C. Work Related Appearance:

1. An employee appearing in court, at a grand jury session or at a consultation with the legal counsel for the County, regarding matters that relate to his/her employment with Trumbull County, outside of their normally scheduled work hours, shall be granted a minimum of three (3) hours pay at the applicable rate of pay.
2. Court time requests shall be verified in writing by the legal counsel for the county or other appropriate authority.
3. All hours paid as a result of this provision shall be counted as hours worked.
4. Employees subpoenaed to appear at administrative hearings related to their employment will receive two (2) hours pay.

ARTICLE 17

MILITARY LEAVE

- A. All bargaining unit members employed by the 9-1-1 Center who are members of the Ohio National Guard, the Ohio Military Reserves, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay for such time they are in the military service, on field training or active duty, for periods not to exceed thirty-one (31) days in any one (1) calendar year. (It is understood that if the compensation received for such reserve services is less than his/her normal rate of pay from the Employer, the Employer agrees to pay the difference to the affected employee.
- B. The employee shall be required to submit to the appointing authority a copy of orders or a statement from the appropriate military commander as evidence of military duty or training. Unless extenuating circumstances exist, beyond the control of the affected employee, notification should be given at least thirty (30) calendar days prior to the date on which such duty or training will commence to allow for scheduling adjustments.

C. PERS Pickup:

The Employer will continue to "pick up" a percentage of the employee's share of PERS retirement with the remaining employee amount treated as a shelter and paid by the employee. The amount to be "picked up" is as follows:

2011	9%
2012	9%
2013	Me Too with other Unions

D. Shift Differentials:

All non-probationary employees working during afternoon shift or midnight shift will be compensated by an additional forty-five cents (\$0.45) per hour.

ARTICLE 19 ACTING SUPERVISOR/TRAINING OFFICER

An employee who performs the duties and responsibilities of a supervisory position or an employee who serves as a Training Officer shall be compensated at his/her hourly rate of pay plus twelve and one-half (12-1/2%) percent for all full hours actually worked in that role.

ARTICLE 20 MILEAGE ALLOWANCE

Any time an employee is required to use his/her personal vehicle for the performance of assigned job duties for the Employer, and if the round-trip mileage is more than ten (10) miles, he/she shall receive a mileage allowance at the current IRS rate. Employees will be provided an expense report form on which to list the appropriate miles for which he/she is to be reimbursed. Mileage allowance will be paid as soon as practicable following submission of an expense form.

ARTICLE 21 HOLIDAY PAY

A. The following days are recognized as holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Columbus Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
½ Day Floating Holiday

- B. The Employer shall have the right to require an employee to work on any designated holiday in accordance with departmental policy.
- C. If an employee works a designated holiday, he/she will be paid time and one half (1 ½) in addition to their regular time earnings for working holidays. Employees may elect to receive their holiday pay in contractually created holiday compensatory time. Time banked for this option may only be used when its usage does not incur the payment of overtime and so long as there is adequate staff as determined by the Supervisor. No more than eighty (80) hours of holiday/compensatory time may be accumulated. *
- D. Full-time employees who are not scheduled and do not work a holiday will receive their regular time earnings for the day provided the employee works his/her regularly scheduled day before and after the holidays listed herein.

* Effective date - January 1, 2012

ARTICLE 22 INSURANCE

A. Health Insurance:

Effective January 1, 2007, the following costs will apply:

1. Employees premium Share will consist of ten percent (10%) on all insurance costs.
2. Emergency Room co-pay is \$75.00.
3. Prescription co-pay for employees is as follows:
Retail: \$10.00/25.00/50.00
Mail Order: \$20.00/50.00/100.00

B. Dental/Vision Insurance:

The Employer shall provide the same or similar dental/vision insurance as full-time employees as was provided in 1995.

C. Life Insurance:

The Employer agrees to provide all full-time employees; thirty-five thousand dollars (\$35,000.00) of life insurance at no cost to bargaining unit employees.

D. EAP:

The Employer will continue to provide an Employee Assistance Program substantially similar that which was provided prior to the implementation of this agreement. The employees shall pay fifty percent (50%) of any increase in the cost of such program during the term of this Agreement over the current cost of the fourteen dollars (\$14.00) annual premium.

If it should become necessary during the term of this agreement for the Employer to alter either the insurance providers, type of coverage or benefits, currently in effect, the Employer will first meet with the Union to discuss the need for such change and alternatives which may be implemented. The Employer will attempt to include Union suggestions in any changes implemented in insurance coverage. After considering these suggestions, management has the right to change the providers or the coverage so long as this change results in coverage which is substantially similar to the coverage that it replaces, absent a written agreement to alternative coverage between the parties.

E. Cost Containment and Advisory Committee:

There shall be formed a Cost Containment and Advisory Committee (CCAC) whose function shall be to serve in an advisory capacity to the Employer on all matters pertaining to the Health Care and Wellness of Employees including, but not limited to:

1. Reviewing and forwarding comment to the Employer on all competitive bids received for Health Care prior to the Employer's formal acceptance of such bids.
2. Suggesting changes in coverage's and plan design, but adhering to the language below.
3. Reviewing Health Care costs and forwarding advice and ideas on containing same.

This Committee shall be composed of two (2) representatives from the Union having members who are subscribers to any of the Health Plans and two (2) representatives selected by the Employer.

F. Waiver of Coverage:

During the enrollment period for the hospitalization plan of the employee and upon proof of alternative coverage, employees may elect to waive health care coverage provided by the Employer. An employee who elects this option will receive a waiver payment of one hundred fifty dollars (\$150.00) per month for waiver of family plan and seventy-five dollars (\$75.00) per month for waiver of single coverage for each month of non-participation in the plan. In the event the employee loses the alternative coverage and upon proof of cancellation, he/she shall be immediately enrolled in the Employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of coverage termination as outlined above.

In no case shall the provisions of this Section apply to employees whose spouses participate in the same plan which is provided as a benefit of employment with any Trumbull County Agency or Department under the auspices of the Board of County Commissioners.

G. If the County changes its insurance plan currently in effect, it will provide a plan which provides substantially the same or similar benefits.

ARTICLE 23

UNIFORM ALLOWANCE

- A. Full-time Bargaining Unit employees shall be provided with a uniform allowance of Six Hundred Dollars (\$600.00) per year in February.
- B. Part-time Bargaining Unit employees shall be provided with a Uniform Allowance of Three Hundred Dollars (\$300.00) per year in February.
- C. If an employee is hired after the uniform allowance is paid, they shall receive a pro-rata portion of the uniform allowance.
- D. Appropriate apparel must be worn at all times by the employees during work hours as determined by their Supervisor.

ARTICLE 24

SICK LEAVE AND VACATION LEAVE CONVERSION

A. PERS CONVERSATION

Pursuant to Section 145.01 of the Ohio Revised Code and Ohio Administrative Code 145-1-26, Trumbull County 9-1-1 will execute a plan for the conversation of sick leave and vacation leave to cash for leave that is accrued, but not used, during the calendar year, as defined as January 1st to December 31st, as part of an annual conversation plan. These earnings are earnable salary on which employee and Employer contributions shall be remitted to OPERS.

Leave shall be converted on a last in, first out (LIFO) basis. The leave to be considered earnable salary is the leave accrued to date in the current calendar year, less any leave used to date in the same calendar year. For retiring employees, conversion payment must occur according to the plan and either prior to or during the month of their termination date for this earnable salary to be included in the calculation of Final Average Salary.

The following payments made to employees shall not have retirement contributions withheld as the payments do not meet the definition of earnable salary for OPERS purposes:

- Leave in excess of the annual amount of leave accrued January 1 to December 31, less leave used January 1 to time of payment
- Leave earned in previous calendar years (*other than payments made in January for leave accrued but not used during the previous calendar year*)
- Conversion of leave to employees separating employment
- Conversion of leave to retiring employees outside the regular payment schedule

Employees receive payments for hours converted in January of the following year. Participating employees may convert both sick and vacation leave or may choose to convert only sick leave or only vacation leave. The maximum amount of leave employees earn in a year is:

- Sick leave (120 hours)
- Vacation leave (240 hours)

Leave Accrual:

- Sick leave is accrued per pay period
- Vacation leave is accrued per pay period

To participate in the conversion plan, employees must have a balance of 240 hours of sick leave to cash out sick leave hours and/or at least 160 hours to cash out vacation hours.

This plan will be submitted to OPERS for approval by March 31 of each year, or prior to any conversion plan payment being made to employees.

B. SICK LEAVE SEVERANCE CONVERSION

1. An employee having a minimum of ten (10) years of service with the County, who retires under the applicable pension plan, shall, at the time of retirement, receive a lump sum payment for accrued but unused sick leave to a maximum of sixty (60%) percent of one hundred twenty (120) days. Such payment shall be based on the employee's rate of pay at the time of retirement.
2. In the event an employee with ten (10) or more years of County service dies while employed, the Employer shall pay the deceased employee's estate the above referenced payment.

ARTICLE 25

INTERNAL INVESTIGATION PROCEDURE

- A. Whenever a member of the bargaining unit is the subject of an investigation by the Employer which could reasonably be believed to result in disciplinary action against that employee, such investigation shall be conducted in accordance with the following guidelines:
1. The investigation shall normally be conducted at a reasonable time, unless the seriousness of the alleged violation or misconduct is of such a degree that an immediate investigation is required.
 2. The investigation shall normally take place on the premises of the Employer.
 3. Investigations, other than incident reports, will only be conducted by the Employer or designee provided that the designee is not a member of the bargaining unit covered by this Agreement.
 4. The employee shall be advised of the names and positions of all individuals present during such investigation.
 5. The employee shall be advised of the nature of the investigation.

6. Investigation sessions shall be for reasonable time periods and shall allow for reasonable time to attend to personal necessities.
7. An employee shall have the right to representation by the OPBA upon his/her request.

ARTICLE 26

DISCIPLINE

Discipline:

A. No form of disciplinary action will be taken against any non-probationary bargaining unit member except for just cause. This standard does not apply to discipline of probationary employees.

B. The Employer will contact the Union Director(s) when it intends to implement formal discipline against an employee in the bargaining unit. Unless the affected employee gives written waiver of his/her intent not to have a Director present in meeting(s) with the Employer over potential or actual disciplinary matters, no such meeting(s) will proceed. The Union Director will have at least twenty (24) hours advance notice of any disciplinary meeting. In the case of serious allegations of possible harm to persons or property where the Employer has the right to place such employee on administrative leave prior to giving notice of or conducting any such meeting. Allegations of serious disciplinary infractions for which demotion, discharge or suspension may be imposed will be reduced to writing, stating the facts constituting the offense and potential discipline which could be imposed for such offense, and furnished both to the Union Director and affected employee(s) at the time of such discipline meeting. If after such meeting, the Employer decides that the employee is to be discharged or suspended, a written notice will be given which will contain the nature of the offense and a summary of facts supporting the allegations. When such a notice is required, it will be provided to the Union Director and the affected employee within a reasonable period of time following the meeting outlined in this Section. Grievance time limits will commence from receipt of such written notice by the affected employee(s) or Union Director, whichever is first.

A discipline meeting may not be held and notice may not be given when: a) the discipline imposed is any discipline other than a demotion, suspension or termination; b) such meeting is waived by the employee or his designated representative; or c) the Employer determines that such notice and meeting would be unreasonable in light of the seriousness of the allegations made against the employee.

C. An employee will be provided a copy of all discipline, by certified mail, return receipt requested, or hand delivered before it is placed in his/her personnel file. If an employee refuses delivery of such copy the return receipt will be placed in the employee's personnel file along with the discipline document. All records of demotion, or suspension shall cease to have force and effect for purposes of progressive discipline action except to prove prior notice, twenty-four (24) months after its effective date, provided that there has been no related discipline action within that time frame.

D. For the purposes of this agreement, progressive discipline shall be applied, except in those cases of serious misconduct:

1. Job Counseling
2. Written Reprimand
3. Suspension
4. Termination

ARTICLE 27 CERTIFICATION / LICENSE / PERMITS / RESIGNATION

- A. Employees are solely responsible for maintaining professional, educational and/or experience requirements and all required certifications, licenses, permits and registrations currently required by the Employer.
- B. The Employer agrees to reimburse the employee for the biannual EMD certification costs. The Employer retains the discretion to pay for approved training.
- C. Satisfaction of additional new certification mandates from the State will be the responsibility of the employee.

ARTICLE 28 RESIGNATIONS

- A. Notice of Resignation:
1. Any employee who wishes to resign must provide written notice to the 9-1-1 Director a minimum of two (2) weeks prior to the date the resignation is to be effective. If an employee fails to provide such timely written notice, the employer may refuse to re-hire the employee.
 2. The Employer reserves the right to implement the resignation effective immediately upon notice with full pay for scheduled days not worked.

3. Additionally, final payment to the employee will be withheld pending the return of all County property.

ARTICLE 29 DRUG FREE WORKPLACE

- A. The Employer shall comply with any state or federal laws, rules or regulations regarding the drug testing and/or drug abuse in the workplace. If such laws, rules or regulations are enacted or promulgated, the Employer shall notify the Union prior to their implementation.
- B. In the event that the Drug Free Workplace testing policy presently in existence is changed, the Employer will notify the Union prior to its implementation to meet and discuss.

ARTICLE 30 RANDOM DRUG TESTING

Section 1 The parties agree that Random Drug Testing will occur in accordance with the policy adopted by the Trumbull County Commissioners.

ARTICLE 31 CRIMINAL BACKGROUND CHECKS

Any employee found guilty of, or pleading guilty to, any felony or misdemeanor which would result in a felony upon future convictions, must report such to the 9-1-1 Director within forty-eight (48) hours of said pleading or conviction. Failure to report said pleading or conviction will result in termination.

ARTICLE 32 LABOR RELATIONS MEETINGS

A. Philosophy:

To provide for means of better communications and understanding between the OPBA and the Employer, a labor management committee will be established.

1. The committee will normally consist of no more than two (2) representatives of the Employer and two (2) representatives of the OPBA.
2. The committee will meet on a semi-annual basis, unless waived by mutual consent of the parties, for the purposes of discussing subjects of mutual concern.

Individual grievances will not be a subject matter for discussion at these meetings.

3. Meetings will be held at a mutually agreeable time between the parties.
4. At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.
5. The OPBA will notify the Employer as to the OPBA representatives.
6. Within sixty (60) days after the signing of this agreement, the committee shall be established.

ARTICLE 33 ZIPPER CLAUSE

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any decision or its effects relating to any subject matter referred to or covered by this Agreement and all prior agreements, practices and policies, either oral or written, are hereby canceled. For the entire term of this Agreement, the Employer and the Union have each waived any right it may have had to bargain over any subject not contained in this Agreement. Any benefit which employees may have enjoyed prior to the implementation of this Agreement shall continue only to the extent that such benefit is provided for in the express terms and conditions of this Agreement. The Employer and the Union may mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by a written agreement or letter of understanding.

ARTICLE 34 PREEMPTION

The Employer and the union agree that this Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) of the Revised Code) including, but not limited to Chapter 124 of the Revised Code and the Ohio Administrative Code and that this Agreement shall be sole and exclusive recourse available to Employees and the parties hereto, except for remedies available pursuant to federal and State law regarding civil rights.

ARTICLE 35

SUCCESSOR CLAUSE

This agreement shall be binding upon the parties and their successors.

ARTICLE 36

SAVINGS CLAUSE

In the event that any provision of this Agreement is found by a court of competent jurisdiction, any federal or state legislation, governmental regulations, or court decision, to be contrary to law, such provision shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect.

ARTICLE 37

ATTENDANCE INCENTIVE

Commencing on the date of execution of this Agreement and beginning with calendar quarters as defined as January 1 - March 31; April 1 - June 30; July 1 - September 30; and October 1 - December 31, any employee having worked a full calendar quarter as set forth above with perfect attendance (*i.e.*, no tardiness, early quits, use of sick leave, FMLA, vacation, comp-time, injury leave or any other excused or unexcused absence) shall receive a payment of \$100.00. Use of scheduled vacation days, scheduled compensatory time and scheduled FMLA, *i.e.*, 7 administrative work days in advance, as well as jury duty shall not affect the employee's ability to earn this incentive.

Probationary employees do not qualify for the incentive.

ARTICLE 38

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for three years beginning January 1, 2014 and ending December 31, 2016.

SIGNATURES

FOR THE EMPLOYER:

FOR THE UNION:

Frank Fisher 11-16-15
Signature Date

Kelly M. Bryant 9-9-15
Signature Date

Alvin Allen 11-16-15
Signature Date

[Signature] 9/9/15
Signature Date

Paul E. [Signature] 11-16-15
Signature Date

Signature Date

Eric M. Cook 5 NOV 2015
Signature Date

Signature Date