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**AGREEMENT BY AND BETWEEN**

**CHAMPAIGN COUNTYWIDE PUBLIC  
SAFETY COMMUNICATIONS SYSTEM  
COUNCIL OF GOVERNMENTS**

**AND**



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

**CASE NUMBER 2015-MED-05-0579**

**COMMUNICATIONS DISPATCHERS**

**EXECUTION through SEPTEMBER 30, 2018**

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## PREAMBLE/PURPOSE

This Agreement, entered into by the Champaign Countywide Public Safety Communications System Council of Governments hereinafter also referred to as the "Employer", Champaign Countywide Communications Center or 911 Center and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter also referred to as the Labor Council or the Ohio Labor Council or the FOP/OLC or the Union has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## ARTICLE 1 UNION RECOGNITION

### Section 1.1 Bargaining Unit Defined

The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining representative for all employees included in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board on January 22, 2015 in case number 2014-REP-09-0104.

Employees included in the bargaining unit shall consist of only those employees of the Champaign Countywide Communications Center employed full-time in the classification of dispatcher.

Excluded from the bargaining unit are all management level employees and all other employees not specifically included in the SERB certification.

### Section 1.2 Full-time Employees Defined

Full-time employees are those who normally work at least forty (40) hours per week for all weeks of the year excepting vacations, holidays and other time-off as allowed by this Agreement.

## ARTICLE 2 MANAGEMENT RIGHTS

### Section 4.1 Employer's Rights

The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement, including but without limiting to the following:

- A. The right to manage its affairs efficiently and economically, including determination of quantity, quality, frequency, and type of services to be rendered; the determination, purpose, and control of the types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number, and type facilities and installations; and the discontinuance of any services, facilities, equipment, materials or methods of operations;
- B. The right to determine starting and quitting times, work schedules, and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods, and clean up time; and to determine the amount of supervision necessary;
- C. The right to determine the method or process by which work is performed; the right to contract, subcontract, and purchase any or all work, processes, or services; to adopt, revise, enforce, or delete working rules and carry out cost control and general improvement programs;
- D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content, and classification;
- E. The right to determine the existence or nonexistence of facts which are the basis of management decision;
- F. The right to establish or continue policies, practices, or procedures for the conduct of the Employer's business and its services to the citizens of Champaign County and, from time to time, to change or abolish such practices or procedures;
- G. The right to establish training programs and upgrade requirements for employees within the Office;
- H. The right to transfer, promote, lay off, terminate, or otherwise relieve employees from duty for lack of work.
- I. The right to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, demote, discharge, or otherwise discipline employees for just cause and otherwise to take such measures that the Employer may determine is necessary for the orderly and efficient operation of the Employer's business.

**Section 4.2 Union's Acceptance**

The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

**ARTICLE 3  
SCOPE OF BARGAINING****Section 3.1 Complete Agreement**

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

**Section 3.2 Midterm Changes**

Unless otherwise specifically provided in this Agreement, no changes in the specific terms of this Agreement shall be negotiated during its duration unless there is written accord by and between the parties hereto to do so. Any negotiated changes made pursuant to this section, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

**ARTICLE 4  
SEVERABILITY AND CIVIL SERVICE****Section 4.1 Agreement to Supersede**

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio and all applicable federal laws. Where any subject or matter is addressed in whole or in part in this Agreement and in state law, this Agreement shall supersede and replace such statute and related rules or regulations over which it has authority to supersede and replace.

Should any provision(s) of this Agreement be invalidated by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with any state law it is not authorized to supersede or replace, or any federal laws, all other provisions of the Agreement shall remain in full force and effect.

**Section 4.2 Revision of Invalid Provisions**

In the event of invalidation of any provision of this Agreement by operation of law or by a tribunal of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually agreed times, within sixty (60) days in an attempt to modify the invalidated provisions by good faith negotiations.

**Section 4.3 Waiver of Civil Service Law**

Except as may be otherwise specifically provided in this Agreement, no section of the civil service laws contained in Ohio Revised Code Section 124.01 through section 124.56, O.R.C. section 9.44 or O.R.C. section 325.19 shall apply to employees of the bargaining unit. Furthermore it is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as specified by Ohio Revised Code 4117.08(B).

**ARTICLE 5  
NON-DISCRIMINATION****Section 5.1 Joint Pledge**

The Employer and the Union will not interfere with, restrain or coerce the employees covered by this Agreement because of membership or non-membership or legal activity on behalf of the Union.

**Section 5.2 Gender and Plurals**

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. Whenever the context so requires, the use of words in the singular shall be construed to include the plural; and words in the plural, the singular.

**Section 5.3 Headings**

It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used for the purpose of interpreting the content of purpose of such section or article.

**Section 5.4 Applicable Laws**

The parties further agree to comply with all applicable state and federal laws prohibiting discrimination. Any alleged violation of this provision shall be processed in accordance with the applicable law. Any grievance filed regarding an alleged violation of this provision shall be held in abeyance pending a resolution of such statutory appeal.

## ARTICLE 6 UNION DUES DEDUCTION

### **Section 6.1 Employer Agrees to Make Deduction**

For the duration of this Agreement, the Employer agrees to deduct membership dues twice each month from the wages of any employee who is a member of the Union. The Union will notify the Director annually of the dues it charges and will update this information as needed. Advance notice of no less than two (2) months must be given to the Director prior to making any changes in the amount of an individual's dues deduction.

Employees authorizing dues deductions shall submit an individual voluntarily signed authorization card to the Director. Deductions shall be made on a monthly basis effective beginning the month following receipt of such authorization by the Director.

### **Section 6.2 FOP/OLC Membership**

In accordance with RC 4117, membership in the Union shall be voluntary and no employee shall be required to become or remain a member of the Union. An employee may revoke authorization for payroll deduction of dues by submitting a written notice to the Director with a copy of the revocation to the Union.

### **Section 6.3 Indemnification**

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article regarding the deduction of union dues.

The Union warrants and guarantees that no provision in this article violates federal or state law.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the dues are remitted to the Union, their disposition thereafter shall be in accordance with law and shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Employer and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

**Section 6.4 Relief From Making Deductions**

The Employer shall be relieved from making such individual dues 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) revocation of the dues deduction authorization in accordance with Section 6.2 of this article.

Additionally, the Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues.

**Section 6.5 Submission of Dues to Union**

All dues deducted pursuant to this article shall be submitted by the Employer within thirty (30) days, together with a listing of the members for whom deductions were made, to the Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215.

**ARTICLE 7  
UNION REPRESENTATION AND UNION BUSINESS****Section 7.1 Non-Employee Representative**

The Employer agrees to admit not more than one (1) Union staff representatives to the Employer's facilities who shall upon arrival identify himself to the Employer or the Employer's designated representative.

The staff representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing advance notice is given to the Employer.

The Union shall provide written notice to the Employer the name(s) and contact information of the Fraternal Order of Police, Ohio Labor Council Staff Representative which is to be kept current.

**Section 7.2 Employee Representatives**

The Union shall submit in writing the names of two (2) employees of the Champaign Countywide Communications Center who are authorized to act as Labor Council Associates for processing grievances as outlined in the Grievance Procedure, handling labor-management issues and bargaining. The Employer shall recognize as Union representatives the Labor Council Associates as defined in this section. Associates will be chosen by the membership as needed. Written notice to the Employer of the names and contact information of the Union Associates shall serve as an indication of their selection by the bargaining unit membership.

Such notice to the Employer shall include the Associates':

- Names
- Home addresses
- Contact phone number
- Name and phone number of immediate supervisor
- Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with the above information.

### **Section 7.3 Rules Governing Union Activity**

The rules governing the activity of Union employee and non-employee representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of any employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without first notifying the Employer of the nature of the union activity and obtaining permission of the Employer of the designated representative of the Employer.
- C. Representatives of the Union shall be permitted to transact official Union business in the Employer's work areas during work hours with permission of the immediate supervisor. Such permission will not be unreasonably withheld.
- D. The Union employee representative shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
- E. The investigation and writing of grievances shall be conducted by representatives of the Union during employees' non-work time. Representatives of the Union may present grievances or other issues to the Employer during work hours with the permission of their immediate supervisor. Such permission will not be unreasonably withheld provided such activity does not interrupt the normal work activities of the Communications Center.

- F. Reasonable use of the Employer's telephone, fax machine, copier or email is permitted for Union business. Such systems are not considered confidential and may be monitored by the Employer as part of its normal operations.

#### **Section 7.4 Bulletin Boards**

The Employer agrees to provide space for one (1) bulletin board in agreed-upon areas of the employer's facilities. It is agreed that where, in the opinion of the Employer, a bulletin board is already available, the Employer may permit the Union use of said bulletin board.

No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Materials relating to the following matters may be posted:

- Non-political communications from the Union;
- Union recreational and non-political social affairs;
- Notice of Union meetings;
- Union appointments;
- Notice of Union elections;
- Results of Union elections;
- Reports of non-political standing committees and independent non-political components of the Union; and
- Non-political publications, rulings or policies of the Union.

No materials may be posted on the Union bulletin boards at any time which contain the following:

- Personal attacks upon any other member or any other employee;
- Scandalous, scurrilous or derogatory attacks upon the administration;
- Unfavorable or favorable comments regarding a candidate for public office, or for office in any employee organization.

Upon request of the Employer or his designee, any material posted in violation of this section shall be removed.

#### **Section 7.5 Ballot Boxes**

The Union shall be permitted, with prior notification to the Employer or the Employer's designee, to place a ballot box on the employer's premises in an area not accessible to the public, for the purpose of collecting members' ballots on all Union issues subjected to ballots. Such boxes shall be the property of the Union and shall be removed as soon as practicable after the Union vote has been concluded.

## ARTICLE 8 NO STRIKE/NO LOCKOUT

### Section 8.1 Agreement of the Parties

The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

#### A. No Strike

During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

In the event of any violation of Section 8.1 (A) of this Article, the Fraternal Order of Police, Ohio Labor Council, Inc. shall promptly undertake every reasonable means to prevent or stop such unauthorized acts, including but not limited to, the preparation and immediate delivery of a letter signed by a representative of the Union to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately". Performance of the obligations set forth in this Section shall release the FOP, Ohio Labor Council from any liability pursuant to the provisions of this Article.

#### B. No Lockout

During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 8.1 (A) of this Article.

However, nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

### Section 8.2 Discipline for Violation

In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 8.1 (A) of this Article are subject to discipline or discharge by the Employer. Only the question of whether or not the employee actually participated in the unauthorized activities described in Section 8.1 (A) shall be subject to appeal through the grievance procedure contained in this Agreement and the degree of discipline administered by the Employer shall not be subject to modification unless the employee is completely exonerated of any violation of Section 8.1 (A).

## ARTICLE 9 LABOR/MANAGEMENT MEETINGS

### Section 9.1 Meetings May be Scheduled

In the interest of sound Labor/Management relations, a Labor/Management Committee will be formed to discuss issues that may arise. The meetings shall take place as often as needed and shall be convened upon mutual agreement of the parties after one party gives notice of its desire to have such a meeting. Said notice will include a suggested agenda of topics to be discussed and suggested dates for such meeting. Once mutually agreed upon, the Labor/Management meeting shall be convened as soon as feasible.

The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be addressed in the meeting.

### Section 9.2 Purpose of the Meeting

The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit member procedure;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. To consider and discuss health and safety matters relating to employees;
- F. Discuss grievances which have been processed beyond Step 3 of the grievance procedure when such discussions affect bargaining unit members of the Union.

## ARTICLE 10 INVESTIGATION AND DISCIPLINE

### Section 10.1 Discipline May be Given

The tenure of every bargaining unit employee of the Champaign County 911 Center shall be during good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined except for just cause. The Employer may discipline an employee for violations occurring while the employee is on

duty, working under the colors of the Employer, or off-duty when the violation has a relationship to employment with the Champaign County 911 Center.

Forms of disciplinary action may include:

- A. Verbal warning (written record);
- B. Written reprimand;
- C. Suspensions without pay
- D. Discharge from employment.

Discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

### **Section 10.2 Business-like Manner**

Anytime the Employer or designee has reason to investigate and/or discipline an employee it shall be done in a private, proper and business-like manner.

If circumstances surrounding the allegation of misconduct warrant, the Employer may put an employee on paid administrative leave pending the pre-disciplinary conference described below.

### **Section 10.3 Pre-disciplinary Conference Required**

Whenever the Employer or his designee determines that an employee's conduct may warrant a suspension or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The employer will give the employee written notice of the pre-disciplinary conference along with notification of the charges against him no less than forty-eight (48) prior to the pre-disciplinary conference. An employee is entitled to union representation at a pre-disciplinary conference. It shall be the employee's responsibility to arrange for union representation in advance of the hearing.

### **Section 10.4 Interviews for Administrative Charges**

Whenever the Employer or his designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct for purposes of administrative charges, either in preliminary investigations or in disciplinary hearings, the following shall apply:

- A. The questioning shall take place on the Employer's premises or other mutually agreeable site.
- B. Prior to questioning, employees (including employees being questioned as witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.

- C. An employee who is the object of an administrative investigation shall be apprised of the nature of the suspected misconduct as it is known at that time.
- D. An employee is entitled, at his request, to representation by an available union representative in any interview between the employee and the employer or his designee when the employee has a reasonable belief that discipline may result from said interview. The employee shall be given a reasonable opportunity to have a union representative present, once he makes such request.
- E. Upon request, a bargaining unit employee shall have the right to union representation at any time during an investigative interview which could result in discipline of the employee.
- F. Employer may record an investigative interview provided the employee is informed that the interview is being recorded or will do so upon request. Employees shall be allowed to obtain a copy of the recorded interview upon request at any time after the pre-disciplinary report has been issued. Employees shall be prohibited from secretly recording any meetings with the employer.

This Section shall not be applicable to investigations involving alleged criminal violations by employees. An employee who is to be questioned as a suspect in or as the target of any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law.

#### **Section 10.6 Verbal Warnings, Written Reprimands**

Disciplinary actions of verbal warnings (written record) and written reprimands may be grieved but shall not be subject to the arbitration procedure provided for in this Agreement.

If the employee disagrees with a verbal warning or written reprimand he may grieve the matter through the internal grievance procedures but may not proceed not to arbitration. If the employee still disagrees with the disciplinary action following the employer's response to the grievance, he may write a memorandum to the Director explaining his position and the reason for disagreement with the disciplinary action. Such memorandum will be placed in the employee's personnel file along with the disciplinary action.

### **ARTICLE 11 GRIEVANCE PROCEDURE**

#### **Section 11.1 Grievance Defined**

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application 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.

**Section 11.2 Who May File a Grievance**

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

**Section 11.3 Representation for Grievances**

It is understood that the grievant may have a Union representative accompany him at any stage of the grievance procedures.

When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of the right to be present at the adjustment.

**Section 11.4 Time Limits in Processing Grievances**

All grievances must be processed at the proper step in order to be considered at subsequent steps. An employee may withdraw his grievance at any point by submitting a written statement to the Employer and the Union to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the last answer given by the Employer or his designee and therefore shall not be eligible for submission to arbitration.

Any grievance not answered by the Employer or his designee within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure by following the procedures outlined herein for such step.

Whenever a time limit provided for in the grievance procedure herein ends on a Saturday, Sunday or holiday, the time limit shall be extended to the end of the next day which is not a Saturday, Sunday or holiday.

All time limits in the grievance procedure as specified herein may be extended or waived upon mutual written consent of the Union representative and the Director, which may be executed through original or electronic signature.

**Section 11.5 Time off for Processing Grievances**

The investigation and writing of grievances shall be on non-duty time. The Union Associates shall be permitted on-duty time to deliver grievances to the next step of the grievance procedure without loss of pay. Grievance step meetings will be scheduled by mutual agreement of both parties, pursuant to the time frames herein. If grievance meetings are scheduled during an aggrieved employee's regular duty hours, the employee

shall not suffer any loss of pay while attending the meeting. Union Associates shall not suffer any loss of pay while attending grievance step meetings held during their regular duty hours.

### **Section 11.6 Grievance Procedure**

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. By written mutual agreement of the Union Representative and the Director, any/all of the steps in the grievance procedure may be waived or time periods extended. The following procedure for grievances shall be followed:

#### **Step 1 – Assistant Director**

In order for an alleged grievance to receive consideration under this procedure the grievant or his representative must identify the alleged grievance by filling out and presenting the grievance form to the Assistant Director within ten (10) calendar days of the occurrence of the incident giving rise to the grievance.

An employee returning from vacation leave or authorized sick leave shall have five (5) calendar days following the date of his return to work to file a grievance concerning an occurrence during such leave.

The 911 Assistant Director shall investigate the matter and provide an answer in writing within ten (10) calendar days following the grievance meeting between the parties if either party request a meeting or within ten (10) calendar days of the date on which the 911 Assistant Director was presented the grievance if neither party request a meeting to discuss the grievance.

#### **Step 2            911 Director**

If the grievance is not resolved in Step 1, the grievant shall have ten (10) calendar days from the date the Assistant Director answers the grievance or from the date such answer was due, to move the grievance to the 911 Director by delivering the grievance form to the Director with a written explanation of why the Assistant Director's answer was unacceptable.

The Director shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee if either party requests a meeting. The 911 Director shall investigate and respond in writing to the grievance within ten (10) calendar days following the date of the meeting, or if neither party requests a meeting, within ten (10) calendar days from the date of receipt of the grievance.

### **Step 3 Arbitration**

If the grievance is not satisfactorily settled in Step 2, it may be submitted to arbitration by the Union by giving written notification to the Employer of its intent to seek arbitration within fourteen (14) calendar days from the date of the final answer at Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply and shall thereafter not be eligible for submission to arbitration.

#### **Section 11.7 Selecting the Arbitrator**

The Employer or his designee and the representative of the Union shall within fourteen (14) calendar days following the request for arbitration jointly request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) Area #15 or other mutually agreed upon arbitration service. Upon receipt of the list of nine (9) arbitrators submitted to the parties by the FMCS, the parties shall alternately strike the names of the arbitrators until one name remains on the list. The party requesting arbitration shall strike first. The remaining name shall be designated as the arbitrator to hear the dispute in question. Both parties shall have the option to reject one list and request from FMCS another list of nine (9) names. Nothing herein prohibits the parties from mutually agreeing on an arbitrator in lieu of requesting this list of arbitrators.

#### **Section 11.8 Procedure and Authority of the Arbitrator**

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him. The procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

#### **Section 11.9 Arbitrability**

The question of arbitrability of a grievance may be raised in writing by the Employer not later than ten (10) days of the receipt of the Union's notice to arbitrate on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is within the

purview of arbitrability. If the arbitrator determines that the grievance is arbitrable, the alleged grievance will be heard on its merits before a different arbitrator unless the parties mutually agree in advance to have the same arbitrator hear the merits of the grievance.

#### **Section 11.10 Expenses**

Any cost involved in obtaining the list of arbitrators shall be paid by the party requesting arbitration. All costs for the services and expenses of the arbitrator or a hearing room shall be divided equally between the Employer and the Union.

Expenses of any non-employee witnesses if any, shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

#### **Section 11.11 Decision Final and Binding**

The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer.

#### **Section 11.12 Content of Grievances**

All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the Employer and the Union and supplied by the Union.

- A. Aggrieved Employee's name and signature;
- B. Aggrieved Employee's classification;
- C. Date grievance was filed in writing;
- D. Date and time the incident being grieved occurred;
- E. The location where the incident being grieved occurred;
- F. A description of the incident giving rise to the grievance;
- G. Specific Articles and Sections of the Agreement allegedly violated;
- H. Desired remedy to resolve the grievance.

#### **Section 11.13 Sole Remedy**

The parties agree that the grievance/arbitration procedure is the sole mechanism to appeal disciplinary matters and the State Personnel Board of Review shall have no jurisdiction pertaining to the discipline of bargaining unit members.

## ARTICLE 12 PERSONNEL FILES

### Section 12.1 Review of File Permitted

There shall be one official personnel file kept by the Employer for each Employee. Each Employee may inspect his personnel file maintained by the Employer at a mutually agreeable time during the regular scheduled working hours of the Director. An employee shall be entitled to have a union representative of his choice accompany him during each review.

### Section 12.2 Unfavorable Material

If the Employee believes that any document, statement or notation in his personnel file is inaccurate or unfavorable to him, he shall be given the right to place a statement of rebuttal or explanation within ten (10) days, after notice to the Employer. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor or the Employer. No anonymous or unsubstantiated material of any type shall be included in the employee's personnel file.

### Section 12.3 Retention of Discipline Records

Records of discipline shall cease to have force and effect as follows, provided that no intervening discipline has occurred:

A.	Verbal Warning (written record)	1 year from date of issuance
B.	Written Reprimand	18 months from date of issuance
C.	Suspension Without Pay	3½ years from the date of issuance
F.	Discharge from Employment	Permanent

### Section 12.4 Signing of Documents

Employees will not be required to sign any documents relating to personnel matters except to acknowledge receipt of that document. He shall upon request be given a copy of any such document.

## ARTICLE 13 PROBATIONARY PERIODS

### **Section 13.1 New-Hire, Original Probation Period**

Every newly hired full time Champaign Countywide 911 Center employee shall be required to successfully complete a probation period of one (1) year that shall begin on the first day for which the employee receives compensation from the Employer. Failure to successfully complete the new-hire original probation period shall result in the employee's termination and immediate removal and shall be without recourse to the grievance procedure set forth herein.

### **Section 13.2 Part Time to Full Time Probationary Period**

Every part time Champaign County 911 dispatcher who is hired as a full time dispatcher shall be required to successfully complete a probation period of one (1) years less any prior time as a part-time employee, but shall in no case be less than six (6) months. Failure to successfully complete the probation period pursuant to this section shall result in the employee's termination and immediate removal and shall be without recourse to the grievance procedure set forth herein.

## ARTICLE 14 SENIORITY

### **Section 14.1 Definition**

Seniority shall be defined as an employee's uninterrupted and continuous full-time service with the Champaign Countywide 911 Center as a full-time regular employee. Part-time employees of the Champaign Countywide 911 Center who are hired as full-time employees immediately from part-time service with the Champaign County 911 Center shall have the part-time service with the 911 Center credited toward their seniority on a full-time equivalency basis for the purpose of determining seniority.

### **Section 14.2 Break in Service**

Once continuous service is broken, the employee loses all previously accumulated seniority. A break in continuous service shall occur for the reasons listed below and seniority shall be lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Resignation

- D. Layoff for more than one (1) year from the date of the layoff;
- E. Failure to return to work under provisions of the layoff and recall article herein; and
- F. Failure to return to active service immediately following the expiration of an approved leave of absence, and provided the employee followed proper procedure

## **ARTICLE 15 LAYOFF AND RECALL**

### **Section 15.1 Notification to the Union**

Whenever the Employer determines that a layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and Union shall meet upon the Union's request to discuss the impact of the layoff on bargaining unit employees and also to discuss possible alternatives to the impending layoff.

### **Section 15.2 Notification to Employees**

Affected employees shall receive notice of any long term layoff (lasting more than fourteen (14) days) no less than twenty-one (21) calendar days prior to the effective date of the layoff.

Affected employees shall receive notice of any short-term layoff (lasting fourteen (14) days or less) no less than five (5) calendar days prior to the effective date of the layoff.

### **Section 15.3 Employer to Determine Layoffs**

The Employer shall determine if/when layoffs will occur. Prior to laying off any full time bargaining unit employees, the Employer shall lay off all intermittent, temporary and probationary employees. The Employer shall then lay off any full time bargaining unit employees who are willing to accept a voluntary layoff. Full time bargaining unit employees shall then be laid off by inverse order of seniority.

### **Section 15.5 Recall**

When employees are laid off the Employer shall create a recall list. The Employer shall recall such employees according to seniority, beginning with the most senior employee involuntarily laid off and progressing to the least senior employee involuntarily laid off. Employees who accepted a voluntary layoff shall be recalled only after all those employees who were involuntarily laid off are recalled to duty. Employees shall be eligible for recall for a period of one (1) year from the effective date of their layoff.

**Section 15.6 Notice of Recall**

Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the Union. Employees subjected to a short-term layoff will be notified of their recall date at their time of layoff.

The Employer shall be deemed to have fulfilled its obligations for a recall from a long-term layoff by mailing the recall notice by certified mail, return receipt requested to the last mailing address provided in writing by the employee. During the period of time that an employee is on a long term layoff as defined above, it is the responsibility of the employee to keep the employer apprised of any change in his address.

**Section 15.7 Return after Recall**

An employee recalled from long-term layoff shall have five (5) calendar days following the date of receipt or attempted delivery 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 or attempted delivery 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 or agreed to between the Employer and the recalled employee.

Probationary employees who are laid off pursuant to this article and who are recalled shall return to probationary status and complete the balance of their required probationary period.

Any employee who is laid off pursuant to this article and who is not recalled because of the lapse of time or who, if recalled declines to return to work within the specified time period will forfeit all right to employment with the Employer.

**Section 15.8 Appealing Layoffs**

The parties agree that the grievance/arbitration procedure herein shall be the sole mechanism for appealing a layoff. The State Personnel Board of Review shall have no jurisdiction concerning the laying off of bargaining unit employees.

**ARTICLE 16  
SAFETY AND HEALTH****Section 16.1 Mutual Pledge**

The Employer and the Union agree that the safety and health of all employees are matters of importance and each will cooperate in an effort to prevent injury.

**Section 16.2 Violation of Employer Safety Rules**

The Union agrees that careful observance of safe working practices and safety rules developed by the Employer are a primary duty of all employees. Violation of Employer safety rules subjects the employee to disciplinary action. However, the Employer agrees that there will be uniform enforcement of such rules against all employees without discrimination.

**Section 16.3 Remedy for Safety and/or Health Issues**

Safety and/or health issues between the parties shall be addressed through the labor-management committee. Failure of the Employer to remedy or attempt to remedy in a timely manner safety and/or health issues applicable to the entire bargaining unit brought to the employer's attention through this forum shall be subject to the grievance procedure herein.

**ARTICLE 17  
TRAINING AND EDUCATION****Section 17.1 Decision to Provide Training**

When the Employer or designee requires any Dispatcher to attend a school, class, training session, etc., the employee shall have all hours spent at such training opportunity that occur during the employee's scheduled work hours included as hours worked during the work period in which the training session occurs.

**Section 17.2 Hours Worked**

When the Employer requires a Dispatcher to travel, other than to their normal work site or other county facility, to participate in a training program the employee shall have all travel hours included as hours worked during the work period in which such travel occurs.

**Section 17.3 Additional Training May be Requested**

Dispatchers may request to attend other training programs not mandated by the employer. If such program is approved and is designed to improve the employee's ability to perform the duties of the employee's present position, hours spent participating in such program that occur during the employee's scheduled work hours shall be included as hours worked the same as provided in Section 17.1 above. Time spent in training programs not specifically related to the employee's current position as a dispatcher or designed to improve the employee's opportunity for advancement to a different position, shall not qualify as hours worked. Approval of non-mandated training programs shall be solely at the discretion of the Employer and denial of such training shall not be subject to appeal.

**Section 17.4 Payment for Training Expenses**

Employees shall be reimbursed for lodging (if required and approved in advance), tuition, registration, and other fees associated with a training program required or approved by the Employer.

**ARTICLE 18  
UNIFORMS, EQUIPMENT AND PERSONAL PROPERTY****Section 18.1 Employer to Determine Uniforms**

The Employer shall determine what, if any, shall be the prescribed uniform dispatchers must wear. The Employer shall provide at no cost to the employee a total of five (5) shirts, with one of the shirts being a sweater/jacket at the employee's option, and any other specifically prescribed uniform items, other than normal street clothing and shoes that the Employer requires dispatchers to wear.

**Section 18.2 Employer to Replace Uniforms**

The Employer shall replace, at no cost to the employee, any previously provided equipment or uniform item worn or damaged due to normal wear and tear.

Employer-provided uniforms or equipment lost or damaged due to the employee's negligence or abuse of such item(s) shall be replaced at the employee's expense collected through payroll deduction.

**Section 18.3 Replacement of Personal Property**

If an employee can substantiate that he or she sustained damage to personal property during the active discharge of authorized dispatcher duties and that such damage was not the result of misuse of the property or negligence of the employee, the Employer shall reimburse the employee for repair or replacement of the damaged personal property up to a maximum payment of one hundred dollars (\$100.00) per incident.

**ARTICLE 19  
TRAVEL EXPENSE REIMBURSEMENT****Section 19.1 Employer to Reimburse**

The Employer shall reimburse dispatchers for expenses incurred while travelling outside the county to conduct official business on behalf of the Champaign Countywide Public Safety Communications System COG. Dispatchers shall be reimbursed for lodging, meals, tolls, parking, mileage and other related travel expenses at the same rate as provided by policy for the agency's non-bargaining unit employees.

**Section 19.2 Receipts Required**

All expenses shall be submitted in accordance with the applicable policy. Receipts shall be required in order to qualify for reimbursement.

**ARTICLE 20  
HOURS OF WORK AND OVERTIME****Section 20.1 Definition of Workday and Workweek**

The standard workweek shall be defined as forty (40) hours made up of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off.

**Section 20.2 Payment for Working Overtime**

All hours worked in excess of eight (8) hours a day shall be considered overtime and shall be paid at the rate of time and one half (1½) the member's regular rate of pay. The Employer shall determine when overtime is needed. No one shall work overtime unless authorized.

**Section 20.3 Compensatory Time**

In lieu of being paid for working overtime members, at their choosing, with the Employer's approval may elect to receive compensatory time at the rate of one and one half (1½) times the number of hours worked in overtime status. The maximum number of hours that may be accrued and accumulated at any one time is eighty (80) hours.

**Section 20.4 Use of Compensatory Time**

Compensatory time may be used in increments of no less than one (1) hour with no less than a twenty-four (24) hour notice to the Employer, except in cases of emergency.

**Section 20.5 Carry-over and Payout of Comp Time**

At the end of each calendar year accrued, but unused compensatory time shall be carried over to the following year so long as the total number of compensatory time hours accumulated at any one time does not exceed the maximum permitted.

At the time of separation from full-time service with the Champaign County 911 Center all accrued but unused compensatory time shall be paid to the employee.

**Section 20.6 Filling Overtime**

The parties agree that the need for overtime can be unplanned or pre-planned. Unplanned overtime needs generally arise when an employee calls off for the shift he is scheduled to

work; whereas pre-planned overtime needs are those used to cover any scheduled leave time off. The Employer will make every effort to see to it that no dispatcher is required to work more than twelve (12) consecutive hours except in an emergency.

The parties agree that overtime opportunities will be filled according to policy as it existed on February 1, 2016. The parties further agree to meet in May 2017 to review the overtime procedure and make changes if necessary.

### **Section 20.7 Shift Trade**

Employees shall be permitted to request a schedule adjustment in cooperation with one other employee. Schedule adjustments must be done between two (2) full time dispatchers. When the two employees mutually agree to adjust their schedules between themselves, it shall be done within the same pay period. Both employees shall complete the appropriate form and turn them in together to the designated person. The adjustment shall only be done with the prior approval of the Director or designee. Once the employees who are involved in the adjustment have made their mutual agreement and the agreement between them has been approved pursuant to this section, each employee is obligated to fulfill his or her part of the agreement as if he or she had been originally assigned to work that time.

## **ARTICLE 21 HOLIDAYS**

### **Section 21.1 Holidays**

All bargaining unit employees are entitled to the following recognized holidays:

New Years Day	(1st day of January)
Martin Luther King Day	(3 <sup>rd</sup> Monday in January)
President's Day	(3 <sup>rd</sup> Monday in February)
Memorial Day	(last Monday of May)
Independence Day	(4 <sup>th</sup> day of July)
Labor Day	(1st Monday of September)
Columbus Day	(2 <sup>nd</sup> Monday of October)
Veterans Day	(11th day of November)
Thanksgiving Day	(4 <sup>th</sup> Thursday of November)
Christmas Day	(25 <sup>th</sup> day of December)

### **Section 21.2 Holiday Pay**

Full-time bargaining unit employees shall receive eight (8) hours of holiday pay for each of the holidays listed in Section 21.1 that occur during their term of employment. Holiday pay shall be paid at the employee's regular straight-time hourly rate. Employees shall receive holiday pay whether or not they are scheduled to work on the day being

recognized as a holiday. However, if an employee calls in sick for a scheduled work shift on the holiday then they would receive sick leave pay and the holiday pay hours for the holiday not worked shall be deducted from the next holiday paycheck.

**Section 21.3 Working on a Holiday**

Bargaining unit employees shall work their regularly assigned work schedule including any holidays that occur during such period. Full-time bargaining unit employees who actually work on any of the above listed holidays shall be paid at one and one half (1½) times their hourly rate for each hour worked on a shift beginning on the recognized holiday.

**ARTICLE 22  
VACATION**

**Section 22.1 Accrual Rate**

Full-time bargaining unit employees shall accrue vacation hours in accordance with the following schedule based on their years of service as allowed by state law. Part-time employees who become full-time dispatchers shall have their uninterrupted part-time service with the agency credited toward their total years of service on a full-time equivalency basis for purposes of determining their rate of vacation accrual. Time that an employee spent on an authorized leave of absence, including military leave, shall be included in computing the employee's length of continuous employment with the COG.

Full time employees after completion of one (1) full year of uninterrupted service shall have earned eighty (80) hours of vacation leave. Thereafter, full-time employees shall earn and accrue vacation leave each bi-weekly pay period the employee is in active pay status at the following rates:

<b>Years of Completed Service</b>	<b>Hours Accrued Per Year</b>	<b>Accrual Rate per Pay Period</b>
1 Year, but less than 8 years	80 hours	3.1 hours
8 Years, but less than 15 Years	120 hours	4.6 hours
15 Years, but less than 25 Years	160 hours	6.2 hours
25 Years or more	200 hours	7.7 hours

**Section 22.2 Accrual of Vacation**

Full-time employees shall accrue vacation in accordance with Section 22.1 above for all hours the employee is in active pay status with the Employer. Prorated vacation accrual shall be granted for any pay period the employee is in active pay status less than eighty

(80) hours. No vacation shall accrue when the employee is on any form of unpaid leave of absence or is not being paid directly by the Employer. Part-time, seasonal or temporary employees do not accrue vacation leave.

### **Section 22.3 Using and Requesting Vacation**

Employees are expected to use their vacation accrued during their previous anniversary year prior to the employee's next anniversary. Any employee who has the equivalent of two (2) full years of vacation accrual shall cease to accrue any additional vacation until such additional accrual would not cause the employee's total vacation hours to exceed the two (2) year maximum.

Employees may exercise their seniority to schedule a vacation by submitting a Leave Request Form to the Director in January of each year to use blocks of five (5) or more consecutive work days of vacation during the same year. All vacation requests are subject to the approval of the Director of Communications, or designee. Vacation requests will be approved based on the employee's seniority, projected staffing levels and whether the employee has accrued vacation time available.

Vacation requests of less than five (5) work days shall be considered on a first request basis and are subject to the following requirements:

1. Vacation may not be scheduled in less than a one-half ( $\frac{1}{2}$ ) workday increment.
2. A vacation request to use one (1) day or less may not be submitted less than three (3) days in advance.
3. A vacation request to use two (2) days or more may not be submitted less than seven (7) days in advance.

Approved vacation leave shall not be cancelled unless exigent circumstances exist.

### **Section 22.4 Payment at Separation or Death**

When a full-time employee with more than one (1) year of full-time continuous service with the Employer is separated from employment for other than misconduct, he/she shall be paid for all accrued but unused vacation.

In the event of the death of the employee, the accrued but unused vacation time shall be paid to the employee's surviving spouse, or in the absence of a surviving spouse, to the employee's estate.

**ARTICLE 23**  
**SICK, FAMILY MEDICAL AND PERSONAL LEAVES**

**Section 23.1 Accrual Rate**

Employees shall accrue four and six-tenths (4.6) hours of sick leave upon the completion of each eighty (80) hours in a bi-weekly pay period with a maximum accumulation of one hundred twenty (120) hours per year. Employees who work less than eighty (80) hours in a bi-weekly pay period shall earn sick leave on a prorated basis.

**Section 23.2 Prior Service Credit for Sick Leave**

Any employee previously granted prior service credit for sick leave accrued while employed by another public agency in Ohio shall maintain all unused sick leave previously granted. Any employee hired after the effective date of this agreement shall only be entitled to sick leave accrued while employed by the Champaign Countywide Public Safety Communications System COG.

**Section 23.3 Use of Sick Leave**

Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness, injury, or pregnancy related medical condition of the employee.
- B. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate medical practitioner, when such examination cannot reasonably be scheduled during the employee's non-working hours.
- D. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary in order to care for the medical needs of the immediate family member.
- E. Death of a member of the immediate family as provided in the Bereavement leave section of the Paid Leave article in this agreement.

**Article 23.4 Immediate Family Defined**

For purposes of using sick leave for other than bereavement leave, the immediate family shall be defined as the employee's spouse, children, parents or other family member living in the employee's household. For purposes of bereavement leave, immediate family shall be defined as provided in the Bereavement Leave section of the Paid Leave Article in this agreement.

**Section 23.5 Notification of Absence**

An employee who is going to be absent from work for any reason must report such absence to the appropriate supervisor not less than two (2) hours prior to the start of his/her scheduled shift on each day of absence unless the employee has other notification arrangements approved in advance by the supervisor.

**Section 23.6 Request for Sick Leave Payment**

An employee requesting sick leave shall be required to complete and submit a request for sick leave form as provided by the employer. The employee shall specify the nature of the illness, injury or other condition justifying the use of sick leave. Such form shall be submitted immediately upon the employee's return to work or by the last day of the pay period if the employee is absent beyond that date

**Section 23.7 Payment of Sick Leave**

Payment for sick leave as provided in this article shall be subject to final review and approval by the Employer or designee. If sick leave is approved by the Employer, the employee shall be paid his/her regular base hourly rate for each hour of sick leave used. Sick leave shall be deducted from the employee's sick leave balance on the basis of one (1) hour for every hour or part of an hour the employee is absent. Employees may use sick leave only for the hours and days the employee was previously scheduled to work.

**Section 23.8 Medical Verification**

If the injured or ill employee or family member required medical attention, a licensed physician's statement stating the nature of the illness must be submitted with the request for sick leave form. A physician's statement shall be required for any absence of three (3) days or more or in situations where the Employer suspects sick leave abuse due to excessive or patterned use of sick leave. The Director of Communications may require any employee absent on sick leave to complete a fitness-for-duty medical examination or evaluation by a physician selected by the Employer before permitting the employee to return to work or anytime the Director has reasonable suspicion that the employee may be unable to perform the essential functions of the employee's position.

**Section 23.9 Abuse of Sick Leave**

The Director or designee may investigate any use of sick leave whenever there is reason to believe that an employee may be abusing sick leave and/or not using sick leave for its intended purpose.

Bargaining unit employees shall be subject to all provisions of the Employer's sick leave policy not in conflict with this agreement. Employees using excessive amounts of sick leave or who show a pattern of sick leave use on certain days or in conjunction with other days off shall be subject to progressive discipline as contained in the Employer's policy.

**Section 23.10 Payment of Sick Leave Upon Retirement**

Upon retirement under the Ohio Public Employees Retirement System at the time of separation from employment with the Champaign County-wide Public Safety Communications System COG, bargaining unit employees with ten (10) or more years of continuous service with the Employer shall be paid in cash for one-fourth (¼) of the value of his or her accrued but unused sick leave up to a maximum payment for thirty (30) eight (8) hour days. Payment for sick leave on this basis shall eliminate all sick leave credit accrued and such payment may be made only once to any employee.

In case of the death of the employee, the above payment shall be paid to the employee's surviving spouse or in the absence of a surviving spouse, to the employee's estate.

**Section 23.10 Family and Medical Leave (FMLA)**

Family and Medical Leave will be granted to an employee with a qualifying event who has been employed for at least twelve (12) months by the Employer and who has worked at least 1250 hours during the previous twelve (12) month period. The leave will be granted for a period of up to twelve (12) weeks per year as provided in the Employer's Family and Medical Leave Policy.

If an employee's illness or inability to perform the essential functions of his or her position continues beyond the time covered by the employee's accrued paid leave and FMLA, the employee shall be placed on disability separation. The employee shall have reinstatement rights for a period of one (1) year following disability separation provided the employee can successfully pass an employer provided medical examination showing the employee can safely perform the essential functions of his or her previous position.

**ARTICLE 24  
PAID LEAVES****Section 24.1 Court Leave**

The Employer will grant paid Court Leave to an employee summoned for jury duty or subpoenaed as a witness by any court to testify in a case in which they or a member of their family have no personal interest. An employee on Court Leave shall be paid their regular base hourly rate for each hour of leave from previously scheduled work.

The employee shall notify the Employer of the summons or subpoena immediately upon receipt. Court Leave shall be subject to advance approval by the Director or designee. All compensation received by the employee from the court shall be paid to the Employer unless such duty is performed totally outside of the employee's normal working hours. An employee released from jury or witness duty prior to the end of his or her scheduled workday shall report to work if two (2) or more hours remain in his or her scheduled shift at the time the employee is released, at the Employer's option.

Employees will not be granted Court Leave for appearances in court for criminal or civil cases involving the employee's or a family member's personal matters. An employee may request vacation time in accordance with the Vacation Article herein or use comp time for court appearances regarding personal matters. If the employee has no vacation or comp time available, the employee may request a leave of absence without pay in order to appear in court regarding personal matters.

#### **Section 24.2 Military Leave**

The Employer shall provide Military Leave in accordance with applicable state and federal laws.

#### **Section 24.3 Bereavement Leave**

The Employer will grant up to three (3) workdays of Bereavement Leave in the event of the death of a member of the employee's immediate family. One (1) day of the Bereavement Leave must include the day of the funeral. The Employer may require proof of the family member's death prior to authorizing payment for Bereavement Leave.

If an employee substantiates the need for additional time off due to the death of an immediate family member, the employee may request that the Employer approve sick leave or vacation.

The employee must apply for Bereavement Leave in accordance with the Employer's policy and have such leave approved prior to the leave being taken.

For purposes of Bereavement Leave immediate family shall be defined as the employee's spouse, parents, children, siblings, step parents, step children, step-siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, step grandparents, grandparents-in-law, legal guardian or any person who stands in loco parentis.

### **ARTICLE 25 INSURANCES**

#### **Section 25.1 Coverage to be Provided**

Upon the effective date of this Agreement, the Employer shall provide health insurance coverage for bargaining unit employees which is equal to the coverage provided to county employees under the Champaign County Commissioners' jurisdiction.

#### **Section 25.2 Premium Contributions**

Effective upon the date of this Agreement, the Employer shall contribute eighty percent (80%) of the total monthly health insurance premium for single or family coverage, whichever is applicable. The remainder of the monthly premium shall be paid by the

employee through payroll deduction. In order to eligible for health insurance as provided in this article, the employee must sign the appropriate health insurance forms and payroll deduction authorization.

**Section 25.3 Life Insurance**

The Employer shall provide, at the Employer's expense group term life insurance coverage in an amount equal to that provided to county employees under the Champaign County Commissioners' jurisdiction.

**Section 25.4 Determination of Insurance Carrier**

The determination of the insurance carrier or method of providing health insurance or life insurance benefits rests solely with the Employer and shall not be subject to the grievance procedure.

**ARTICLE 26  
COMPENSATION**

**Section 26.1 Wage Scale**

Effective Date	Probation*	1 Year	2 Years	4 Years	6 Year
January 1, 2016		14.43	14.88	16.07	17.36
January 1, 2017		14.57	15.02	16.23	17.53
January 1, 2018		14.72	15.17	16.39	17.70

**Section 26.2 Progression Through Steps**

In the first year of this Agreement, and upon full execution of the Agreement non-probationary employees shall be placed into the step that most closely corresponds to their number of years of employment with the Champaign Countywide Communications Center so that when placed into the step, the employee has achieved at least the number of employment anniversaries required at each step. Employees will move into subsequent steps on their anniversary of employment that corresponds to each step in the wage scale.

\*The probation hourly wage will be no greater than the 1 Year step and no less than \$13.69 per hour. All newly hired employees will start at the probation step. However, newly hired employees may be placed into the 1 Year step at the discretion of the Director if they have prior law enforcement dispatching experience.

**Section 26.3 Payment for Operator in Charge (OIC)**

Effective on January 1, 2016 members who function in the capacity of Operator in Charge (OIC) shall receive an additional twenty-five cents (25¢) per hour as OIC, except in instances when the Director or Assistant Director is on duty and functioning in the capacity of dispatcher.

**Section 26.4 Payment for Dispatch Training Officer (DTO)**

Effective on January 1, 2016 members who function in the capacity of Dispatch Training Officer (DTO) shall receive an additional twenty-five cents (25¢) per hour when engaged in training.

**ARTICLE 27  
WAIVER IN CASE OF EMERGENCY****Section 27.1 Declared Emergencies**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Champaign County Sheriff or the federal or state legislature, or for such things 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.

**Section 27.2 Termination of Emergency**

Upon the termination of the emergency, should valid grievances exist, they 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 28  
DURATION****Section 28.1 Duration**

The provisions of this Agreement shall become effective on the date of its execution, except as otherwise specifically provided, and shall remain in full force and effect through 11:59 p.m. on September 30, 2018 or until a successor agreement is completed for wages, terms and benefits for succeeding years.

**Section 28.2 Agreement**

If either party desires to modify or amend this Agreement, it shall give notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, but no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be pursuant to the rules of the State Employment Relations Board in OAC 4117-01-02. All other provisions of O.R. C. shall apply unless otherwise mutually agreed upon.

**SIGNATURES**

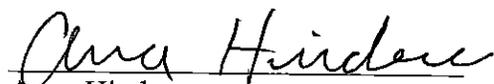
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 1st day of April, 2016.

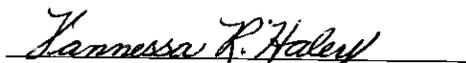
**For the Fraternal Order of Police,  
Ohio Labor Council, Inc.:**

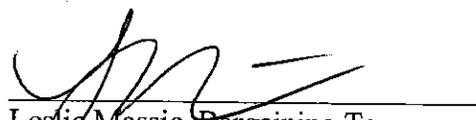
**For the Champaign Countywide Public  
Safety Communications System Council  
of Governments:**

  
Andrea H. Johan, Senior Staff  
Representative

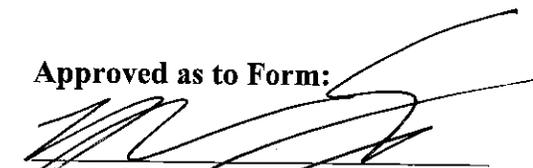
  
Bob E. Corbett, Chairman of the  
Fiscal Board

  
Anna Hinderer,  
Bargaining Team Member

  
Vanessa R. Haley, Director

  
Leslie Massie, Bargaining Team  
Member

**Approved as to Form:**

  
Kevin S. Talebi, Champaign County  
Prosecuting Attorney