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**FINAL AGREEMENT BETWEEN THE
KNOX COUNTY BOARD OF COMMISSIONERS
AND THE
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
DISPATCHERS**

January 1, 2016 through December 31, 2018

SERB Case No. 2015-MED-09-1002

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ARTICLE 1
PREAMBLE

WAIVER OF CIVIL SERVICE
SEVERABILITY

Section 1.1. This document represents a contractual Agreement between the Knox County Board of Commissioners, as Employer (the “Board”), and the Fraternal Order of Police, Ohio Labor Council (FOP/OLC or the Union), to establish the exclusive wages, hours, terms, and conditions of employment between the parties which are compatible with the financial resources of the Board, and to assure the Board of the highest level of performance and professional attitude from its employees.

CIVIL SERVICE WAIVER

The parties intend this Agreement to supersede any specific or related Ohio Revised Code provisions and the specifications of those Code provisions related to the subjects covered in this Agreement. The intent of this Agreement to supersede the Ohio Revised Code and its related specifications is not contradicted because any one article herein does not specifically so indicate.

- A. In accordance with the provisions of Ohio Revised Code (ORC) Section 4117.10(A), the following articles and/or sections thereof, as provided under the terms and conditions of this Agreement, specifically supersede and/or prevail over those subjects described in the Ohio Revised Code, and/or the Ohio Administrative Code:

<u>Contract Article</u>	<u>Supersedes and/or Prevails Over</u>
Article 9, Probation	O.R.C. 124.27, OAC 123: 1-19-01 123: 1-19-03
Article 17, Hours of Work and Overtime	O.R.C. 4111.03
Article 19, Seniority	O.R.C. 124.321 B 124.328
Article 20, Vacancies	O.R.C. 124.27 B 124.32
Article 21, Layoffs and Recalls	O.R.C. 124.321 B 124.328 OAC 123:1-41-01 – 123:1-41-22
Article 24, Sick Leave and Personal Days	O.R.C. 124.38-124.391, 124.386, 124.391; OAC 123: 1-32-05; OAC 123:1-32-03; 123:1-32-06; 123: 1- 32-07; OAC 123: 1-32-08; OAC; OAC 123: 1-32-10
Article 25, Holidays	O.R.C. 325.19

Article 26, Vacation

O.R.C. 325.19; O.R.C. 9.44

Article 27, Leaves of Absence

O.R.C. 124.385 OAC 123: 1-34-03;
OAC 123:1-33-02 through 123:1-33-
17; OAC 123:1-34-01

SEVERABILITY LANGUAGE

Section 1.2. If any part of this Agreement is rendered illegal by state or federal legislation or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. The parties agree to attempt to renegotiate the voided part of this Agreement within thirty (30) days thereafter. Such attempt at resolution shall be subject to the dispute resolution procedure outlined in the Ohio Revised Code Section 4117.

ARTICLE 2 **RECOGNITION**

Section 2.1. The Board recognizes the FOP/OLC as the sole and exclusive certified bargaining representative of all civilian dispatchers (unit 1) and dispatcher supervisors (unit 2) employed by the Knox County Board of Commissioners as certified in SERB case number 09-MED-12-0164 with respect to their wages, hours, terms, and conditions of employment specifically included in this Agreement.

Section 2.2. Recognizing dispatchers as a bargaining unit has no effect on the Board's right to add or reduce classifications or positions. The Board will provide the FOP /OLC with reasonable notice prior to adding or reducing classifications or positions.

Section 2.3. If a dispute occurs between the Board and the FOP/OLC as to the inclusion or exclusion of a job classification from the bargaining unit, the parties will discuss the matter, and if they are unable to reach agreement thereon, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under OAC Section 4117-5-01.

Section 2.4. The FOP/OLC agrees to represent all bargaining unit members fairly. Any claims arising from this section shall be handled by the FOP/OLC, and management shall be held harmless as to that claim. Any violations of this section will not be subject to the grievance or arbitration sections of this contract.

ARTICLE 3 **WAIVER OF NEGOTIATIONS**

Section 3.1. Both parties thoroughly discussed the wages, hours, terms, and conditions of employment which are embodied in this Agreement, explaining the meaning and intent of each article to one another. This Agreement therefore totally represents the parties' complete understanding of their agreement with respect to all wages, hours, terms, and conditions of

employment. All prior, existing, or contemporaneous oral or written agreements, understandings, or practices between the parties are eliminated.

Section 3.2. The Employer agrees that should subjects or matters arise that were not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement and over which the Employer has the legal obligation to bargain under ORC 4117.01 *et seq.*, the Employer agrees to meet and bargain with the FOP/OLC over such subjects or matters that have arisen. If after bargaining with the FOP/OLC over the subject matter and no agreement is reached, the parties shall submit their last/best offer to binding conciliation according to the Arbitration Procedure in the Grievance Article of this Agreement.

Section 3.3. The Employer agrees not to change the terms and conditions of employment except as allowed in the Management Rights article in this Agreement.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. The parties to this Agreement agree that they shall abide by state and federal laws prohibiting discrimination.

Section 4.2. The Board agrees not to interfere with the right of employees to become FOP/OLC members. The Board also agrees not to discriminate against any FOP/OLC member or bargaining unit member for engaging in any lawful activity on behalf of the FOP/OLC.

Section 4.3. The FOP/OLC agrees not to interfere with the rights of employees to refrain from membership in the FOP/OLC. The FOP/OLC shall not discriminate against any bargaining unit employee for refusing to participate in any lawful activity on behalf of the FOP/OLC.

Section 4.4. The Employer and FOP/OLC agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, genetic information, ancestry, or military status of any person.

Section 4.5. 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.

Section 4.6. 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.

ARTICLE 5 **FOP/OLC DUES CHECKOFF/FAIR SHARE FEE**

Section 5.1. The Board agrees to deduct regular FOP/OLC membership dues and any fees or assessments implemented by the FOP/OLC from the pay of any employee eligible for membership in the FOP/OLC upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the

Payroll Deduction Authorization Form along with a duplicate to be submitted to the Payroll Officer. Upon receipt of the proper authorization form the Auditor will deduct FOP/OLC dues from the employee's payroll check for the pay period following the pay in which the authorization was received and in which dues are normally deducted by the Employer.

Section 5.2. The Board assumes no obligation, financial or otherwise, arising out of the provisions of this article. The FOP/OLC agrees to indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the FOP/OLC.

Section 5.3. The Board's obligation to deduct dues shall terminate upon an employee's termination of employment or transfer to a job classification outside the bargaining unit. Such deduction shall automatically commence upon the rehire of such employee affected or transfer of such employee affected to a job classification within the bargaining unit.

Section 5.4. The Board shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 5.5. It is agreed that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within forty-five (45) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that FOP/OLC dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 5.6. The Union shall notify the Board of the amount of its Union dues and fair share fee as often as is necessary, but no less than one time per year in order to assure that the Employer is informed of the correct amount to be deducted from each paycheck. Advance notice of no less than two (2) months must be given to the Employer prior to making any changes in an individual's dues deductions.

Section 5.7. All dues and fair share fees deducted pursuant to this article shall be paid by the Employer within thirty (30) days, together with a listing of the members for whom deductions and/or fair share fees were made, to the FOP, Ohio Labor Council at the address indicated on the invoice. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.8. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC after the effective date of this Labor Agreement, shall pay the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does

not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by the members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The FOP/OLC shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09(C), federal law, and any judicial decisions interpreting such laws.

Section 5.9. The FOP/OLC agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fair share fee and to indemnify the Board for any liability imposed upon it as a result of any such suit, claim, or administrative proceeding.

Section 5.10. Should any fair share fee payer's payments not be adjusted by the Employer in the amounts established by the FOP/OLC, the FOP/OLC shall take immediate action to remedy the situation.

ARTICLE 6

FOP/OLC REPRESENTATION

Section 6.1. With prior approval of the Employer or its designee, up to two (2) nonemployee representatives of the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances or for attending meetings approved by the Employer.

Section 6.2. No more than three (3) employees from the dispatch unit shall be selected as local FOP/OLC representatives (Associates) for the purpose of processing and investigating grievances. One (1) of the three (3) employees shall serve as the primary Associate and the other two (2) will serve as alternative Associates.

No more than one (1) dispatch supervisor shall serve as the Associate for the dispatch supervisor unit.

Section 6.3. The FOP shall furnish the Director with a written list of the names of the FOP/OLC Associates, including shifts to which each is assigned. The FOP/OLC shall promptly notify the Director in writing of any changes in these offices. These Associates are the only people authorized to represent bargaining unit members.

Section 6.4. Associates shall conduct FOP/OLC business on non-work time. An Associate will be allowed time off from work without loss of pay to represent a grievant in a grievance hearing or rights arbitration hearing. An Associate shall also be paid for any representation on work time required by the Board.

Section 6.5. Associates and FOP/OLC officials shall represent their bargaining unit members and conduct their FOP/OLC business in a professional and business-like manner. Disrespect for the Employer or other acts which disparage the Employer are cause for discipline.

Section 6.6. With prior approval of the Director employees may conduct an FOP/OLC meeting at the work site in an area designated by the Director.

Section 6.7. The Associates (as a group) as described in this Article may be released from duty up to a maximum total of twenty-four (24) hours per calendar year to attend a conference or training session sponsored by the FOP/OLC. A written request must be submitted to the Director two (2) weeks prior to the date of the event along with documentation for the purpose of such release specifically identifying the agenda and location of the conference or seminar.

ARTICLE 7

UNION BULLETIN BOARDS

Section 7.1. The Employer agrees to provide space for the FOP/OLC bulletin board in an agreed-upon area of the Employer's facilities.

Section 7.2. All FOP/OLC notices of any kind posted on the bulletin board shall be signed, posted, or removed by an FOP/OLC representative.

Posted material may not contain any of the following at any time on the FOP/OLC bulletin board:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer or any other governmental units or officials;
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Materials relating to the following matters may be posted:

- A. Communications from the Union;
- B. Union recreational and social affairs;
- C. Notice of Union meetings or Union Appointments;
- D. Notice of and/or results of Union elections;
- E. Reports of non-political standing committees and independent non-political components of the Union; and
- F. Non-political publications, rulings or policies of the Union.

Section 7.3. No FOP/OLC related materials of any kind may be posted anywhere in the Employer's facilities except on this Union bulletin board.

Section 7.4. Upon the request of the Employer or designee, the FOP/OLC shall cause the immediate removal of any material posted in violation of this Article.

Section 7.5. All items (with the exception of a copy of the collective bargaining agreement posted on the bulletin board shall be signed by the person who posts the item, dated to indicate the actual date of posting, and removed within forty-five (45) days of posting.

ARTICLE 8 **PROBATION**

Section 8.1. Newly hired employees must complete a three hundred and sixty-five (365) calendar day probationary period. Any absence from work beyond ten (10) work days shall extend the probationary period for an equivalent number of days.

Part-time dispatchers who have completed their probationary period and become full-time dispatchers will only be required to complete a six (6) month probationary period in accordance with this article.

Section 8.2. Newly hired probationary employees shall be employed at the Board's discretion, until the completion of their probationary period. A newly hired probationary employee's seniority is calculated from the original date of hire after the employee successfully completes the probationary period.

Section 8.3. Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under terms of this Agreement or otherwise subject to challenge before the State Personnel Board of Review or under any legal or other dispute resolution procedure.

Section 8.4. Current employees filling vacancies in new classifications, or who are promoted into a new job, shall serve a one hundred eighty (180) day probationary period, but are subject to the just cause provision of this contract.

Failure to complete the required promotional probationary period shall result in the employee being returned to his previously held position and rate of pay.

ARTICLE 9 **RESIDENCY**

Section 9.1. All nonprobationary employees must reside within Knox County, any county contiguous to Knox County, or within a fifty (50) mile radius from the Knox County Courthouse.

ARTICLE 10
PERSONNEL FILES

Section 10.1. There shall be one personnel file. It shall be kept by the Board as a permanent file. All reports on employees shall be placed in the file. Employees have the right to make a written comment to any report and to have it placed in their file. Employees will be advised in advance when any disciplinary reports are placed in this file. No information will be released that is not required by law, subpoena, or court order to be released.

Section 10.2. An employee will be advised of all materials placed in his personnel file. Any material in the employee's personnel file for which the employee has not been advised will not be used against the employee. Anonymous material shall not be placed in a bargaining unit member's personnel file. The signing of any materials to be placed into an employee's personnel records will not indicate an agreement by the employee as to the contents of the material but acknowledges that the employee has seen it, and refusal to sign such acknowledgement will subject the employee to discipline.

Section 10.3. Employees may receive copies of items contained in their files made by using the Department's copying machine. The Board may levy a charge for copying more than ten (10) pages. The charge shall bear a reasonable relationship to the costs of making the copies.

Section 10.4. Employees shall have the right to inspect their own personnel record, provided twenty-four (24) hour notification is given to the employee's immediate supervisor. The employee may compile, date, and insert in said record a list of the documents found therein. The Employer may waive or shorten the twenty-four (24) hour notice.

Section 10.5. This article does not prevent the Board or any immediate supervisor from maintaining their own personal notes and information about an employee.

Section 10.6. Warnings and written reprimands shall cease to have force and effect eighteen (18) months after their effective dates, providing there is no intervening disciplinary action taken during that time period. Suspensions shall cease to have force and effect two and one-half (2½) years after their effective dates, providing there is no intervening disciplinary action.

ARTICLE 11
NO STRIKES/NO LOCKOUT

Section 11.1. The FOP/OLC and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support, or participate in any concerted activity, including protests over safety or refusals to perform voluntary paid assignments, in or about the Board's premises or any other job site. The FOP/OLC shall promptly take all possible actions to prevent and to end any such concerted activity. All labor disputes between the parties shall be handled through the grievance procedure. FOP/OLC bargaining unit members engaging in a strike as defined herein may be disciplined up to, and including, discharge.

Section 11.2. The FOP/OLC and its bargaining unit members shall perform their duties in good faith.

Section 11.3. The Board agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of FOP/OLC members as a result of a labor dispute with the FOP/OLC; provided, the FOP/OLC members are not in violation of Sections 11.1 and 11.2 of this article.

ARTICLE 12 **MANAGEMENT RIGHTS**

Section 12.1. The FOP/OLC recognizes the Knox County Board of Commissioners as the body of authority solely vested with the right to run the Knox County 911 Emergency Service. The Board shall have the right to take any action it considers necessary and proper to effectuate any management policy, express or implied. Nothing in this article shall be construed to restrict or to limit any management authority. The Board has no duty to bargain over its management rights or their effects.

Section 12.2. Except as limited by the express terms of this Agreement, the Board's management rights include, but are not limited to, the right to:

- manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;
- manage and determine the location, type and number of physical facilities, type of equipment, programs, and the work to be performed;
- determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Board to effectively and efficiently meet those purposes;
- determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty;
- promulgate and enforce work rules, department orders, policies and procedures to require employees to use or refrain from using specified equipment, and other tools off duty;
- determine the hours of work and work schedules;
- determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- determine overtime and the amount of overtime required;
- determine the department's budget and uses thereof;
- maintain the security of records and other pertinent information;
- determine the department's goals and mission; and,
- determine conduct and performance expected of an employee on and off duty.

Section 12.3. In addition, those rights not specifically given to the FOP/OLC in this Agreement are exclusively reserved by the Board.

ARTICLE 13

WORK RULES

Section 13.1. The Board has the authority to promulgate reasonable policies, procedures, and directives to regulate the conduct of the 911 Emergency Program, including off-duty conduct with a nexus to the employee's job. The Employer may not implement any new or changed work rules, policies, procedures, or standard operating procedures that violate this Agreement. However, nothing herein shall be construed in any manner as a limitation on the Board's right to alter its work rules, policies or directives.

Section 13.2. Employees shall have access to the Board's work rules electronically.

Section 13.3. Prior to implementing new or changed work rules, policies or procedures, the Employer will notify the FOP/OLC at least fourteen (14) calendar days in advance of the effective date. If the FOP/OLC requests to bargain over such a change within that notice period, the Employer and the FOP/OLC will meet to negotiate in good faith. If the FOP/OLC does not request to bargain, or if the Employer and the FOP/OLC bargain to impasse, the Employer may implement a proposed change. Notification will be the electronic posting of the policy for review. Policy will automatically take effect fourteen (14) days after posting if the Union does not request to bargain.

Section 13.4. If agreement cannot be reached on new or revised rules, policies or procedures, and the Employer implements the proposed changes, the FOP/OLC may file a grievance if a conflict exists between this agreement and the newly implemented rules, policies or procedures. Said grievance may be filed by the FOP/OLC at Step 2 of the grievance procedure.

Section 13.5. Notwithstanding the preceding sections, if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the fourteen (14) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving their rights.

ARTICLE 14

DISCIPLINE

Section 14.1. The Board will not discipline a non-probationary employee without just cause.

Section 14.2. Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct. Management reserves the right to place an employee on paid administrative leave pending the outcome of an investigation or hearing.

Section 14.3. Discipline is cumulative. Any form of discipline for any matter is counted against an employee for determining a greater level of discipline for any subsequent offenses.

Section 14.4. There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process. With respect to discipline under this article, only suspensions, demotions, and discharges are arbitrable.

Section 14.5. The Board will administer a system of progressive discipline based on its assessment of the circumstances as follows:

- A. A warning is a written statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject the employee to further discipline. A signature on a warning does not indicate agreement with the warning; it serves only as an indication the employee has read the warning and has received a copy.
- B. A reprimand is a written statement to an employee outlining unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline such activity is being documented for future evaluations of the employee's conduct. A signature on a reprimand does not indicate agreement with the reprimand; it serves only as an indication the employee has read the reprimand and has received a copy.

Dispatch Supervisors may issue warnings and/or reprimands.

- C. A suspension is a written statement to an employee outlining unacceptable or unsatisfactory behavior or job performance and ordering the employee to suspend work performance for a specified number of workdays without pay, or serve a working suspension, which has the same force and effect as if the employee was suspended without pay.
- D. A discharge is a written notification to an employee outlining unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged employee is expected to fulfill all of the employee's employment obligations up to the exact time the discharge is effective, and thus is required to complete all required forms and reports, and to return all issued property.

In cases of warnings and/or written reprimands as defined above, if an employee disagrees, he/she may write a memorandum to the Director explaining his position and why he/she disagrees with the warning and/or written reprimand. If the Director agrees with the Employee, he shall remove the warning and/or written reprimand from the Employee's file. If the Director does not agree with the Employee, he shall attach the Employee's memorandum to the warning and/or written reprimand and keep both of them in the Employee's file.

Section 14.6. Before the Board issues a suspension or discharge, the employee is to be given a personal opportunity to informally present a statement about the facts and circumstances of the proposed discipline. The Employer will provide the employee and FOP/OLC representative no less than forty-eight (48) hours' written notice of the charges against the employee. The notice will include the time, date, and place where the hearing is to occur. The employee may choose to:

- A. Appear at the conference to present an oral or written statement in defense of said charges.
- B. Appear at the conference with a Union Representative who may make a statement on behalf of the employee, or
- C. Elect to waive (in writing) the opportunity to have a Pre-Disciplinary Conference.

The employee will have waived the opportunity for a hearing if the employee fails to attend the scheduled hearing.

Section 14.7. When a bargaining unit member is under formal Department investigation for criminal charges or departmental offenses and is questioned pursuant to that formal Department investigation, the following minimum standards shall apply:

- A. The bargaining unit member shall be questioned at a reasonable hour, preferably during work time, unless exigent circumstances exist.
- B. The bargaining unit member shall be questioned at the offices of those conducting the investigation or at the place where such bargaining unit member reports for duty, unless the circumstances require questioning in a different location.
- C. The bargaining unit member shall be informed in writing of the nature of the investigation prior to any questioning.
- D. Bargaining unit members shall be questioned for a reasonable period of time and shall be allowed breaks to refresh themselves.
- E. Bargaining unit members are entitled to an FOP/OLC representative during any questioning.
- F. A Bargaining Unit member who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his Constitutional Rights in accordance with the law.
- G. Before a Bargaining Unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge.

Section 14.8. Anonymous complaints shall not be the basis for disciplinary action unless independent evidence supports the allegations in the anonymous complaint.

Section 14.9. Employees may voluntarily submit to a polygraph machine or any other mechanical or electrical means to investigate the truth of their statements. No member shall be required to submit to such tests, and no disciplinary action shall be taken against members who refuse to participate in any such tests. Members are entitled to representation in accordance with law at the time they submit themselves for a polygraph exam.

Section 14.10. Upon the employee's request, where the employee has been suspended for up to ten (10) days, the Employer may forfeit the employee's vacation pay instead of docking the employee's regular pay for the term of the suspension. If the Employer decides to allow the employee to deduct a suspension from vacation time, the suspension is final and is not subject to binding arbitration or to any other form of conflict resolution or legal challenge.

ARTICLE 15 **GRIEVANCE PROCEDURE**

Section 15.1. Definitions

- A. 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, during its term.
- B. Days shall mean business days excluding weekends or holidays.

Section 15.2. Contents of Grievances

All written grievances shall be on a form provided by the Union and shall contain the following information:

- A. aggrieved employee's name and signature;
- B. aggrieved employee's classification;
- C. date grievance was first discussed;
- D. name of supervisor with whom grievance was discussed;
- E. date grievance was filed in writing;
- F. date and time grievance occurred;
- G. where grievance occurred;
- H. description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated; and
- J. resolution requested.

The FOP/OLC shall have the responsibility for the duplication, distribution, and accounting of the grievance forms.

Section 15.3. All grievances must be processed at the each step in the progression in order to be considered at the subsequent step. However, there is nothing to prevent the parties from mutually agreeing in writing to either waive or extend the time limits set forth in the grievance procedure step(s) below.

A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same manner, one member selected by the group shall process the grievance as a group grievance.

Each employee who desires to be included in such grievance shall be required to sign the grievance prior to Step 1.

Section 15.4. Any grievance not answered by management within the stipulated time limits as specified in this article may be advanced to the next step in the grievance procedure. A grievance not submitted by the FOP/OLC within the stipulated time limits above shall be dismissed with prejudice. When a grievant or an employer representative is required to perform an act under this grievance procedure that falls on his scheduled day off, paid leave or approved leave without pay, he shall have through his next working day to perform the act. All time limits on grievances or steps in the procedure may be waived or the time limits extended upon mutual written consent of the parties.

Section 15.5. When an employee covered by this Agreement represents himself in a grievance, no settlement shall conflict with any provision of this Agreement. An employee shall be entitled to FOP/OLC representation at all steps in the grievance procedure except for the informal verbal step. The absence or unavailability of the FOP/OLC Associate shall not delay the processing of the grievance. In addition to his FOP/OLC Associate at the Operations Manager and/or Director steps, the grievant may have an FOP/OLC staff representative present. The absence or unavailability of the FOP/OLC staff representative shall not delay the processing of the grievance. A written notification of the grievance hearing with the location, time, and date of the hearing will be served on the grievant and the FOP/OLC Associate a minimum of forty-eight (48) hours in advance so that arrangements can be made to have either the FOP/OLC staff representative or the FOP/OLC Associate present if the employee wishes.

Section 15.6. Steps in the Grievance Procedure

Grievances shall be resolved according to the procedures outlined below:

Informal Step: Dispatch Supervisor. In order for an alleged grievance to receive consideration under this procedure, the grievant must verbally identify the alleged grievance to the Dispatch Supervisor within ten (10) working days of the event(s) giving rise to the grievance and/or ten (10) days from the time the grievant should have been aware of the event(s) giving rise to the grievance. The immediate supervisor shall provide a written response (that can be in form of an e-mail message) to the grievant within five (5) days from the time of their discussion.

Step 1: Operations Manager. If the grievance is not resolved at the Informal Step, the employee will reduce the grievance to writing and will refer it to the Operations Manager within seven (7) days after receiving the verbal response from the Dispatch Supervisor. The Operations Manager shall have seven (7) days in which to schedule a meeting with the aggrieved employee if he deems necessary. The Operations Manager shall investigate and respond in writing to the grievant within seven (7) days following the meeting date or seven (7) days following receipt of the grievance, whichever is later.

Step 2: 911 Director. If the grievance is not resolved at Step 1, the employee may, within seven (7) days following the Step 1 reply, refer the grievance to the 911 Director. The Director shall have ten (10) days in which to schedule a meeting with the aggrieved employee if he deems

necessary. The Director shall investigate and respond in writing to the grievant within fourteen (14) days following the meeting or fourteen (14) days following receipt of the grievance, whichever is later.

Step 3: Arbitration. If the grievance is not resolved at Step 2, it may be submitted to Arbitration. The FOP/OLC, based upon the facts presented, shall decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the answer at Step 2, the FOP/OLC shall notify the Employer of its intent to seek arbitration over the unresolved issue(s). The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

- A. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may reject a list and request from FMCS another list of nine (9) arbitrators. Nothing shall prevent the parties from mutually agreeing on an arbitrator in lieu of requesting a list of arbitrators from a mediation service.

The arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of specific articles in this Agreement. The arbitrator may not modify or amend the Agreement.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The arbitrator shall render a written decision within thirty (30) days from the closing of the record, either through closing arguments or post-hearing briefs. The decision of the arbitrator in all matters shall be final and binding.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, or the hearing room, if any, shall be borne equally by the parties. The expenses of any non-employee witness shall be borne by the party calling them. 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 reporter, or request a copy of any transcript(s). Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

ARTICLE 16
HOURS OF WORK AND OVERTIME

Section 16.1. Normally, the standard workweek for all bargaining unit employees shall be forty (40) hours within a seven (7) day work period. Normally, a standard workday shall be eight (8) hours, that may include a thirty (30) minute lunch period, except such lunch period may not occur in the case of emergencies. Recognizing that the nature of 911 dispatching may not allow for regular intervals of break time, the Director will attempt to make reasonable efforts each workday to allow employees some break time to attend to personal needs.

Section 16.2. Employees required to work in excess of forty (40) hours in a seven (7) day work period shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for all such work. All hours in paid status shall be considered time worked for the purpose of computing work time, except as follows:

- Sick leave hours used in any seven (7) calendar day period (seven [7] calendar day period is defined as either the first or second week of the Agency's pay period) after overtime has been worked will not be included for purposes of overtime;
- Sick leave hours used in any seven (7) day calendar period (as defined in this section) resulting from a pre-scheduled (pre-scheduled is defined as medical appointments scheduled in advance and identified to the Director twenty-four (24) or more hours in advance of the shift to be missed) medical appointment shall count as hours worked for overtime purposes, provided that the employee adequately justifies to the Employer that the sick leave did indeed result from a pre-scheduled medical appointment.

Employees who do not comply with these requirements shall not be paid for such hours. Falsification or manipulation of the time and/or dates of the medical appointment shall be grounds for discipline.

Overtime is not guaranteed. In no event shall an employee pyramid overtime.

Section 16.3. When overtime becomes available the Director or designee will offer such overtime by seniority, on a rotating basis. All qualified dispatchers will participate in both voluntary and mandatory overtime. The Director or designee will maintain a list of overtime hours worked that will be available for inspection.

Section 16.4. The Director or designee may schedule mandatory overtime. Reasonable notice shall be provided to employees before scheduling mandatory overtime. The Director or designee shall first request qualified volunteers for mandatory overtime. If there are no qualified volunteers, the employee who has worked the least amount of shift overtime to that date in the present calendar year shall be mandated to work the overtime.

Employees who are on scheduled days off and/or approved leave shall not be mandated for overtime. However, if employees are inadvertently mandated they shall be credited on the mandate list with the hours they actually worked as well as hours equal to the amount that they were improperly mandated. For purposes of this article, scheduled days off and approved leave time for employees will be defined as starting eight (8) hours prior to the regular start time on the

employee's first day off until eight (8) hours after the end of the employee's regular shift on the second day off. (As an example: An employee regularly scheduled to work from 4 p.m. to midnight starts days off or approved leave time at 8 a.m. on the first day off or approved leave time and ends days off or approved leave time at 8 a.m. on the first day back from days off.)

In an effort to insure the safety of the public, no dispatcher will be mandated to work more than twelve (12) hours in any twenty-four (24) hour period which includes their regular shift except in the event of a natural disaster, civil unrest or a public safety emergency.

Section 16.5. With prior approval of the employer, an employee may exchange workdays off with another employee.

Section 16.6. Call-In and Court Pay: Any employee who is required to report concerning a job-related matter on his day off (excluding training) or after going home from the end of his shift shall receive a minimum of two (2) hours' pay at time and one-half (1.5) of his regular rate of pay for hours that are not contiguous to the employee's regular work schedule. Required training shall be paid in accordance with Article 32 Training, or on an hour-for-hour basis.

Section 16.7. Employees may request compensation "comp" time in lieu of overtime. Comp time is granted at one and one-half (1.5) hours for each hour of overtime actually worked. Employees may accumulate their comp time up to a maximum of forty (40) hours at any one time. Employees are permitted to only use forty (40) hours of comp time per calendar year. All hours in excess of forty (40) will be paid. Employees may request to cash-in comp time once per year, payable with the first pay period of December, each year.

No less than twenty-four (24) hours and no more than sixty (60) days' notice must be given before comp time is used for one (1) day or less. No less than forty-eight (48) hours' and no more than sixty (60) days' notice must be given for comp time used for longer than one (1) day but less than five (5) days. No less than two (2) weeks' notice must be given before comp time is used for a block of five (5) days. The Director (or designee) may deny a comp time request if, the Director (or designee) determines that the time off would unduly interrupt operations. Comp time, once approved pursuant to this section cannot be denied in the sixteen (16) hours prior to the use of the comp time. A request to use comp time in a block of five (5) consecutive days shall be treated in the same manner as a request to use a block of five (5) consecutive vacation days.

Section 16.8. Subject to the final approval of the Director, shift assignments for non-probationary employees who have completed all their training and been signed off shall be based on seniority through a bidding process. Shift bidding will occur in January of each calendar year, opening on January 2 and closing at 5 p.m. on January 23. The Director will post the new schedule no later than February 2 of each year and the schedule will take effect March 1 of each year.

The Director shall provide non-probationary employees reasonable notice before changing or rescheduling their shifts. Before a non-probationary employee's shift or schedule is changed,

their immediate supervisor shall meet with the employee and an FOP/OLC representative to discuss possible alternatives. Shifts shall be changed only for cause.

The Director shall provide forty-eight (48) hour notice to non-probationary employees before a temporary shift change.

ARTICLE 17 **SENIORITY**

Section 17.1. Seniority is defined as all service as a dispatcher with the Knox County 911 Center starting with the first shift for which the employee receives compensation. Those employees who were on staff as a dispatcher for the Knox County Sheriff's Office or the Mt. Vernon Police Department at the time the Knox County 911 Center was established and they became employees of the Board shall have credited to their seniority with the Board all years of prior service as a dispatcher with either/both of those entities. Such service, including prior service with the City and/or the Sheriff must be continuous service.

Part-time Dispatchers that become full-time will receive prorated seniority credit for all hours worked as a part-time Dispatcher, from their date of hire, if they have successfully completed their probationary period.

Unless otherwise specified in this Agreement, seniority as defined in this article shall be applied in all instances and for all purposes. Current dispatchers are entitled to have their prior public service with the State of Ohio or any political subdivision thereof credited and counted for purposes of vacation accrual only.

The Employer shall create a master seniority list that shall be updated annually and that will be posted no later than January 31 of each calendar year. Any employee shall have the right to challenge any information on the seniority lists within ten (10) days after the list is posted.

Section 17.2. For dispatchers hired after this Agreement becomes effective, the Board reserves the right to credit any prior service as a dispatcher with a municipality or county agency, on a case-by-case basis, for purposes of vacation accrual, and placement on the salary schedule only.

Section 17.3. Seniority shall be lost for any of the following reasons:

- A. discharge;*
- B. resignation and/or retirement;
- C. failure to return from leave of absence on the specified date;
- D. no call/no show for two (2) consecutive working days;
- E. failure to report to work on the date specified for recall after a layoff;

- F. engaging in prohibited strike or other prohibited concerted activity;
- G. layoff in excess of one (1) year;
- H. short-term injury leave in excess of one (1) year; and
- I. workers' compensation leave in excess of one (1) year.

*If the discharge or any portion of it is subsequently disaffirmed, lost seniority, if any, will be re-credited accordingly.

ARTICLE 18 **VACANCIES**

Section 18.1. Definition: A vacancy is a job opening in the classification of Dispatch Supervisor in the bargaining unit that the Director decides to post and fill on a permanent basis after transfers and reassignments have been considered or implemented. A job opening outside the bargaining unit that is filled by promotion is not a vacancy.

Section 18.2. Qualifications: The Director decides whether candidates are qualified to fill vacancies. He shall consider a candidate's skill, qualifications, experience, potential, and, if employees are candidates, total years of continuous service and overall job record.

Section 18.3. Posting: The Director shall post a vacancy notice that contains at least:

- A. the job title;
- B. the general job duties and responsibilities; and
- C. the minimum qualifications necessary to be considered for the job. The Director may also advertise the position in the newspaper and with employment agencies. The internal job posting shall be for no longer than seven (7) working days, including the first working day of the posting. An employee must submit his written request to the Director during the posting period, or he has waived his right to be considered eligible as a candidate.

Section 18.4. Selection: The Director shall select the candidate he deems most qualified based on the factors outlined above under the section entitled, "Qualifications." A bargaining unit employee who meets the minimum qualifications to be considered for a vacancy is not automatically entitled to fill the vacancy. The Director has the sole right to fill vacancies with non-bargaining unit employees.

Section 18.5. Probation: Employees laid off for one (1) year or more and hired to fill a vacancy in a classification other than the one from which they were laid off shall serve up to a sixty (60) day probationary period, but are subject to the just cause provision of this contract. Employees laid off for greater than one (1) year are considered new hires.

Section 18.6. For the purpose of this article TAC Officer is considered an assignment and not subject to this article.

ARTICLE 19 **LAYOFFS AND RECALLS**

Section 19.1. A layoff is a decision to reduce the present number of employees in their existing job classifications. Job reassignments and other temporary actions by the Director are not layoffs. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective. The employee being laid off and the FOP/OLC shall be given at least fifteen (15) calendar days' notice prior to the effective date of the layoff. Upon request of either party, the Employer and the Union may meet prior to the effective date of the layoff to talk about alternatives to the layoff.

Section 19.2. The Director will use the following procedure when it decides to layoff any employee:

- A. Temporary help, part-time employees (less than forty [40] hours per week) and newly hired probationary employees are laid off first.
- B. All other employees shall be laid off in accordance with their least number of years of seniority. Seniority is defined in Article 17 of this Agreement.
- C. During a recall the Director shall recall the most senior laid off employees.

Section 19.3. Laid off employees are eligible to be recalled to their full-time job from which they were laid off. However, any other available job may be given to the laid off employee if the Director determines that the employee is more qualified for that job than a potential job applicant.

The Director is to provide notice of recall to laid off employees by registered mail at their last known address. Recall rights are lost if the employee fails to accept the offered job within five (5) calendar days from the recall notice (attempt of service). The employee must provide the Director with a current address at all times while in lay off status. If the employee is on vacation or absent from their residence for more than five (5) consecutive calendar days for any other reason, the employee must notify the Director of where the recall notice can be received.

Section 19.4. A laid off employee is eligible for recall pursuant to this article for one (1) year from the effective date of the layoff, after which the employee loses all seniority and is no longer eligible for recall.

ARTICLE 20
TRANSFERS AND ASSIGNMENTS

Section 20.1. A transfer is a permanent assignment from one shift to another shift. The Director determines all transfers.

Section 20.2. An assignment is an order to perform work on an as-needed basis, including temporary assignments to another shift. The Director determines all assignments.

ARTICLE 21
SICK LEAVE AND CATASTROPHIC SICK LEAVE DONATION

Section 21.1. Each full-time employee shall earn four and six-tenths (4.6) hours of sick leave for each eighty (80) hours of completed service. Unused sick leave shall be cumulative without limit. Any sick leave used shall be credited against any time available under the FMLA, if the use of sick leave is an FML-qualifying event.

Upon employment or re-employment with the Board, employees will have credited to their sick leave balance any sick leave previously accumulated, but unused while employed with another Ohio public employer, provided the employment or re-employment with Knox County takes place within ten (10) years of the date on which the employee last terminated from public service. Crediting of accumulated, but unused sick leave is not automatic. It is the responsibility of the employee asking for the prior credit to provide verification of the previously accumulated, but unused sick leave to the Board before such credit may be given.

Section 21.2. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence.

Employees may use sick leave for:

- absence due to personal illness
- pregnancy
- injury
- exposure to a contagious disease which could be communicated to other employees
- illness, injury, or death in the employee's immediate family
- sick donation pursuant to this Article.

Abuse or misuse of sick leave can be the basis of discipline up to and including termination.

For purposes of this article, immediate family is defined as mother and father, mother-in-law and father-in-law, daughter-in-law or son-in-law, sister, brother, spouse, child, step-parents, stepchildren, grandparents, or grandchildren.

The Director may allow sick leave to care for relatives not living in the employee's immediate household. Absence due to sickness in the immediate family, requiring the continuing presence of the employee at home to make arrangements for hospitalization or other care, shall not exceed

five (5) consecutive workdays. Additional absence for this purpose may be approved by the 911 Director.

Employees may not use earned sick leave until it appears as part of the employee's sick leave balance on their pay stub.

Section 21.3. Employees unable to report for any of the reasons listed above, must report their anticipated absence to the Dispatch Supervisor, or designee no less than two (2) hours before the start of their watch on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the Director or designee. Upon reporting, employees shall give the phone number and address of the place of convalescence. While on paid sick leave, employees are not authorized to work at other jobs.

Section 21.4. Employees who submit false excuses for sick leave will be disciplined up to and including discharge. All employees who are absent for three (3) or more consecutive days must submit a statement from a licensed physician concerning their illness (or illness of those being cared for). Employees who use six (6) separate sick days during the calendar year, may be required to submit a licensed physician's statement upon using the seventh (7th) separate sick day. All employees who have used ten (10) separate sick days during the calendar year for their own personal illness may be required to submit to a paid physical examination by the Employer's doctor to determine their fitness to perform their duty. These requirements may be waived if an injury occurs on the job. The Director can order a physician's statement to verify illness whenever it suspects sick leave abuse.

Section 21.5. An employee with ten (10) or more years of service with the Employer, or ten (10) or more years of public service with any political subdivisions of the State of Ohio who retires from active service with the Employer shall be paid for 25% of the value of accrued but unused sick leave, up to a maximum payment of 25% of one hundred twenty (120) days (thirty (30) days maximum). Payment shall be based on the employee's base rate of pay (excluding shift premiums, etc.) at the time of retirement. As used in this section, "retirement" means disability or service retirement under a state or municipal retirement system in Ohio. Payment of sick leave on this basis shall eliminate all sick leave credit of the employee. Such payment shall be made only once to any employee.

Section 21.6. Sick leave donation will be in accordance with County policy, however, a maximum of 240 hours may be received by any one (1) employee during employment with Knox County.

ARTICLE 22

HOLIDAYS AND PERSONAL DAYS

Section 22.1. All bargaining unit employees shall be paid their regular days (eight [8] hours) holiday pay for the following holidays:

New Year's Day
Martin Luther King Day

First Day in January
Third Monday in January

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Third Monday in February
Last Monday in May
Fourth Day in July
First Monday in September
Second Monday in October
Eleventh Day in November
Fourth Thursday in November
Twenty-Fifth Day in December

In order to receive holiday pay, an employee must be in paid status on the employee's scheduled day before, during and after the holiday, unless otherwise approved by the Director. Sick leave shall not count as paid status for this section. Holiday pay will be paid with the pay period in which it occurs, or an employee may request another day off within the same pay period.

Section 22.2. If a recognized holiday occurs during an employee's vacation, that day is not charged as vacation use. Holidays shall not be used as vacation days.

Section 22.3. If an employee works on a holiday, the employee will be paid eight (8) hours of holiday pay at their regular rate, plus time and one-half (1.5) of the regular rate of pay for the hours actually worked that day. If an employee is mandated to work on a holiday when he is not otherwise scheduled to work, the employee shall be paid eight (8) hours' holiday pay plus two times his regular rate of pay for all hours actually worked. No pyramiding of overtime shall occur.

Section 22.4. An employee shall receive four (4) personal days per year. These personal days cannot be used in less than four (4) hour increments. Personal time shall not create overtime. The Director or designee shall confirm personal time if no overtime is created within forty-eight (48) hours before the personal time is to begin.

All employees shall receive prorated personal leave based on their hire date, with employees hired during the first three (3) months receiving four (4) personal days, employees hired during the second three (3) months receiving three (3) personal days, employees hired during the third three (3) months receiving two (2) personal days, and employees hired during the last three (3) months receiving one (1) personal day.

Section 22.5. Employees requesting to use personal days, or wishing to change their scheduled vacation, shall use the following procedures:

- A. For any personal days, up to sixty (60) days' prior notice maximum shall be given. If an emergency arises and such advance notice cannot be given, the employee shall contact the Director (or designee) with the request as soon as possible. The employee shall state the reason for the emergency.
- B. Personal day scheduling is grievable but not arbitrable.

ARTICLE 23
VACATION

Section 23.1. Vacation leave for full-time employees hired before June 30, 2016 in the bargaining unit is as follows:

<u>Seniority</u>	<u>Amount of Vacation</u>
Hire - one year	No vacation
After one year	Two (2) weeks
After seven (7) years	Three (3) weeks
After thirteen (13) years	Four (4) weeks
After twenty (20) years	Five (5) weeks

Vacation leave for full-time employees hired on or after July 1, 2016 in the bargaining unit is as follows:

<u>Seniority</u>	<u>Amount of Vacation</u>
Hire - one year	No vacation
After one year	Two (2) weeks
After eight (8) years	Three (3) weeks
After fifteen (15) years	Four (4) weeks
After twenty-five (25) years	Five (5) weeks

Section 23.2. No employee is entitled to vacation leave or payment for accumulated vacation under any circumstances until the employee has completed one (1) year of employment. Seniority for vacation purposes is defined in Article 17, Seniority.

Section 23.3. Vacations are scheduled according to the workload requirements of each shift. For this reason, vacation requests shall be made starting on February 3 and ending February 28 of each year for the vacation year March 1 through the last day of February of the following year. When employees on the shift request the same vacation leave period during the February 3-28 request period, seniority shall be the determining factor. Once vacation that is submitted during this bidding is approved, it is guaranteed (barring a natural disaster or similar event) and can only be cancelled with the consent of the employee. This section does not apply to the scheduling of day-at-a-time vacation. Day-at-a-time vacation is outlined in Section 23.8 below.

Section 23.4. Vacation requests received after February 28 will be granted on a first-come, first-served basis, in accordance with workload requirements. If two (2) or more employees on the same shift submit their request on the same day, seniority will be the determining factor.

Section 23.5. The Director (or designee) shall have the right to deny vacation requests based on workload requirements. An employee may carry over no more than two (2) weeks' vacation from one anniversary date to another. However, employees may carry over no more than three (3) weeks if they accrue either four (4) or five (5) weeks of vacation. Unused vacation that has been applied for and denied, and which will be lost because of such denial, shall be, at the request of the employee carried over an additional six (6) months beyond the employee's

anniversary date. At the end of the six (6) months, if the employee is still unable to use the "applied-for-but-denied" vacation carried over it will be forfeited

Section 23.6. Vacation days can be used one (1) day at a time or several days at a time in an anniversary year (day-at-a-time vacation.) Vacation cannot be used in less than four (4) hour increments. Day-at-a-time vacation shall be confirmed if no overtime is created within forty-eight (48) hours before the vacation day is to begin. Day-at-a-time vacation shall not cause overtime. At least five (5) days of vacation must be scheduled in a block annually.

Section 23.7. Employees scheduling their vacation time in one (1) week or greater intervals must provide two (2) weeks' notice before the vacation is to begin. Employees may add additional vacation days with no less than a seventy-two (72) hour advance notice to the Director prior to the start of already-approved vacation time.

Section 23.8. Employees requesting to use day-at-a-time vacation, shall use the following procedures:

- A. For any day-at-a-time vacation, up to sixty (60) days' prior notice maximum shall be given. If an emergency arises and advance notice cannot be given, the employee shall contact his supervisor with the request as soon as possible. The employee shall state the reason for the emergency.
- B. Vacation scheduled per Section 23.7 above has priority in scheduling over any day-at-a-time vacation, comp time, holiday, and personal days.
- C. Day-at-a-time vacation scheduling is grievable but not arbitrable.

No vacation shall be taken until it has been approved. Vacation used under this section shall not create overtime. Employees may not use earned vacation leave until it appears as part of the employees' sick vacation leave balance on their pay stub.

Section 23.9. Unused earned vacation shall be paid off at the employee's current rate upon the employee's separation, or upon the employee's death, to the employee's spouse or beneficiary.

ARTICLE 24

LEAVES OF ABSENCE

Section 24.1. Funeral Leave. An employee will receive up to three (3) days' pay (twenty-four [24] hours' total) at their regular straight-time rate of pay, to attend the funeral of a mother, father, sister, brother, spouse, child, parent, step parent, stepchild, grandparents, grandchild, father and mother-in-law, brother and sister-in-law, legal guardian, and person who stands in place of a parent (in loco parentis). Paid funeral leave shall not extend beyond one (1) working day (eight [8] hours) following the funeral.

An employee will receive one (1) day's pay at the employee's straight time rate of pay to attend the funeral of an aunt or uncle.

Paid funeral leave hours will not be considered paid status for the calculation of daily or weekly overtime.

Proof of death in the form of a death notice, newspaper clipping, or other appropriate evidence may be required before an employee will receive funeral leave pay. An employee must have completed the probationary period prior to the death involved to be eligible to receive funeral leave pay.

Section 24.2. Military/Reserve Leave: The Employer agrees to abide by the requirements of Ohio Revised Code § 5923 *et. seq.* and any and all other state and federal laws concerning military leave for bargaining unit members.

Section 24.3. Jury Duty: A bargaining unit member, while serving upon a jury in any court of record, will be paid at his regular rate of pay for each of his workdays during the period of time so served. Members assigned to shifts other than day shift will have their schedule adjusted during their period of jury duty and will be assigned as if they work day shift hours. Time so served shall be deemed active and continuous service for all purposes. Any fees paid to employees shall be remitted to the Employer. The employee must submit proof of required jury service.

Section 24.4. Employees may be granted the following types of unpaid leaves of absence:

- A. **Personal Leave.** The Board or designee may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee including medical disability. Such a leave may not be renewed or extended, except for educational purposes that may be a benefit to the Board.

- B. **Disability Leave.** Physically or mentally incapacitated employees who have completed their probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave and earned vacation rights or beyond the period of a personal leave for medical reasons, provided the employee furnishes satisfactory medical proof of such disability along with this written request, and is:
 - 1. Hospitalized or institutionalized;
 - 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 - 3. Declared incapacitated for the performance of the duties of the employee's position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired or the employee is receiving Workers' Compensation benefits.

- C. When an employee is ready to return to work following a disability leave of absence the employee shall furnish a statement from the employee's attending physician certifying the employee is able to perform the essential functions of the position. The Board reserves the right to have such employee's ability to perform the essential functions of the position verified by a second physician, paid for by the Employer prior to permitting the employee to return to work. Should a conflict arise between the employee's physician's determination and the Board physician's determination, a third and binding opinion, at Employer expense, may be sought.
- D. The following regulations shall be applicable to leaves of absence without pay:
1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Board will decide in each individual case if a leave of absence is to be granted.
 2. The granting of any leave of absence is subject to approval of the Board. Except for emergencies, employees will advise the Board thirty (30) days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
 3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.
 4. If an employee requests, and the Board agrees, an employee may return to work before the scheduled expiration of leave. If an employee fails to return to work within three (3) working days at the expiration or cancellation of an approved leave of absence, such employee, absent extenuating circumstances, shall be considered to have voluntarily resigned from the employee's previous position.
- E. The Director or designee may require an employee to be examined by a licensed physician of the Director's choosing for the purpose of determining whether the employee is physically or mentally able to perform the essential functions of the employee's position. An employee found, by such physician, to be physically or mentally unable to perform the essential functions of the employee's position with or without reasonable accommodation, may be placed on disability leave as described in Section 24.4 above. If the employee is still unable to return to work at the expiration of disability leave, the employee will be separated for disability.
- F. Any employee who has been placed on an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave. Further, such employees shall be required to pay the entire cost of their medical coverage during a leave should they desire to continue coverage, unless the unpaid leave qualifies under Family Medical Leave as outlined in this Agreement.

- G. If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the Director or designee may cancel the leave and provide the employee with a written notice directing the employee to report to work.

ARTICLE 25
FAMILY MEDICAL LEAVE ACT

Section 25.1. Family Medical Leave. Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer’s policy.

ARTICLE 26
COMPENSATION

Section 26.1.

<u>January 2, 2016</u> (per hourly rate)		<u>January 1, 2017</u> (per hourly rate)		<u>January 1, 2018</u> (per hourly rate)	
4%		3%		3%	
Start	\$16.13	Start	\$16.61	Start	\$17.11
6 Months	\$16.64	6 Months	\$17.14	6 Months	\$17.65
1 Year	\$17.21	1 Year	\$17.73	1 Year	\$18.26
2 Year	\$17.71	2 Year	\$18.24	2 Year	\$18.79
3 Year	\$18.27	3 Year	\$18.82	3 Year	\$19.38
4 Year	\$18.79	4 Year	\$19.35	4 Year	\$19.93
5 Year	\$19.42	5 Year	\$20.00	5 Year	\$20.60

Section 26.2. Dispatcher Supervisors. Dispatcher Supervisors shall be plus rated at \$2.00 per hour above the listed Dispatchers’ pay scale for all hours in paid status.

Section 26.3. Dispatchers assigned TAC duties shall receive an additional eighty cents (\$0.80) per hour.

Section 26.4. Longevity:

- A. Employees shall receive longevity pay upon the completion of five (5) years of full time employment with the Board. Such amount shall be added to the base rate of pay pursuant to the following schedule:

- After 5 years – \$.10
- After 10 years – \$.15
- After 15 years – \$.20

After 20 years – \$.25

- B. In order to be eligible for such pay, the employee must have completed the necessary minimum length of service of the appropriate amount.

Section 26.4. The Employer shall make PERS employee pickup available in accordance with Knox County Resolution 426-84.

Section 26.5. Shift Differential. Dispatchers working between the hours of 4:00 p.m. to 8:00 a.m. shall receive a sixty (\$.60) cent differential for all hours actually worked during that time

ARTICLE 27
INSURANCE BENEFITS

Section 27.1. The Board shall provide the same paid medical and hospitalization plan for bargaining unit members as the County Commissioners provide for their non-bargaining unit General Fund employees. The Board shall choose the insurance carrier.

Section 27.2. Employee contributions for medical and hospitalization coverage during the life of this Agreement are as follows:

<u>Insurance</u>	<u>Employee Monthly Contribution</u>
Single Plan	Employer Paid 85% – Employee Paid 15%
Family Plan	Employer Paid 85% – Employee Paid 15%

Section 27.3. The Board shall provide each employee with a paid life insurance policy equal to the plan provided to the County General Fund non-bargaining unit employees.

Section 27.4. The Board shall provide dental insurance to bargaining unit members, under the same terms and conditions applicable to Knox County, non-bargaining employees.

ARTICLE 28
LABOR-MANAGEMENT MEETINGS

Section 28.1. In the interest of sound Labor/Management relations, the Director and not less than two (2) FOP/OLC Associates may meet once each calendar quarter and/or as mutually agreed to on a mutually agreeable day and time, to discuss those matters addressed in Section 28.3 of this article. The OLC Associates will not receive compensation for attendance at labor-management meetings unless the meeting occurs on an employee’s regular shift. An FOP/OLC representative may attend. Upon notice to the other party, other individuals may be brought to the meeting if they can provide information about the matters to be addressed at the meeting.

Section 28.2. The parties shall submit to each other a list of agenda items to be discussed at the meeting.

Section 28.3. The purpose of such meetings shall be to:

- A. Discuss administration of this Agreement.
- B. Notify the FOP/OLC of any changes made by the Employer which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Discuss other matters mutually agreed to by the parties.
- F. Consider recommendations for changes from the Employer or Union in policies, operating procedures, rules, and/or regulations.
- G. Discuss with the Union proposed changes made by the Employer which affect wages, hours, terms, and other conditions of employment of bargaining unit members.

Section 28.4. If special Labor/Management meetings have been requested, and mutually agreed upon, they shall be convened within a reasonable period of time thereafter.

Section 28.5. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 29

SUBSTANCE TESTING

Section 29.1. Testing Reasons. Drug/alcohol testing may be conducted on employees randomly and upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable or credible sources and independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;

- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 29.2. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 29.3. Alcohol Testing Procedures. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article.

Section 29.4. Test Results/Refusal to Submit to Testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 29.5. Confirmatory Testing.

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the same containers collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- C. In the event the two (2) test results are positive, the employee is entitled to have the sample in the second container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

Section 29.6. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 29.7. Random Testing. Any random testing per this article will be conducted per Department of Transportation Standards. Any random testing will include all dispatchers.

ARTICLE 30
HEALTH AND SAFETY

Section 30.1. The Board agrees to maintain in safe working condition all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position. Adequate first-aid equipment will be provided. All employees must comply with Knox County's Health and Safety Plan, including any updates of the Plan. A copy of that plan will be provided to all employees electronically and/or in hard copy.

Section 30.2. The parties share mutual responsibility for safety. Bargaining unit members are responsible for reporting safety violations or hazardous conditions immediately.

Section 30.3. For purposes of the application of the Knox County Safety and Health Plan Driving Policy the following shall apply. "Discipline for off-duty driving" means dispatchers will not receive discipline as a direct result of a driving infraction in their own personal vehicle on their own personal time. For example, a dispatcher on vacation in Florida who receives a speeding violation would not be disciplined for that violation.

Dispatchers' driving records will be used to determine whether they have any driving privileges for or on behalf of the County. Under the County's driving policy, if a dispatcher accumulates a certain number of points on their driving record, the employee's privileges to drive County vehicles or to drive his own personal vehicle on the County's behalf are suspended. This means that if a dispatcher accumulates a certain number of points on their own free time using their own vehicle, the employee may have their driving privileges on behalf of the County revoked.

If a dispatcher with a prohibited amount of points on their driver's record loses driving privileges, and that dispatcher is required to attend certification or training classes for or on behalf of the County, the dispatcher would be required to secure transportation at their own expense to attend those classes. If the dispatcher refused to secure such transportation and did not take the appropriate class or obtain the appropriate certification, the normal disciplinary procedures for their refusal to do so and for failure to obtain or maintain current qualifications will be grounds for discipline.

The grounds for discipline for driving infractions for employees while driving County vehicles or while driving their own personal vehicle on the County's behalf still apply and will not be considered part of the definition of "no discipline for off-duty driving." This article will be applied to the County's application of its driving policy with respect to the dispatchers' bargaining unit.

ARTICLE 31
EQUIPMENT/UNIFORMS

Section 31.1. Identification cards with photographs will be provided to all employees. Except for losses due to the employee's carelessness or negligence, replacement of identification cards will be at the Employer's expense. Identification cards will be returned to the Employer at the time the employee leaves the Employer's service.

Section 31.2. The Employer shall supply at no cost to the employee logo shirts in any combination of long or short sleeve and one sweatshirt. The initial issue shall be seven (7) shirts and one (1) sweatshirt.

The employee will be responsible to buy their own Docker style black pants and black shoes with closed-toe and closed back.

Section 31.3. All clothing equipment issued by the Employer are the property of the Employer, and shall be returned to the Employer upon termination of employment prior to the final paycheck being issued to the employee. The clothing shall be in the condition issued minus reasonable wear and tear. Any issued item, which is lost by the employee, shall be either replaced or paid for at current market value by the employee, at the option of the Employer. Issued items that become unserviceable due to normal damage or wear and tear, shall be replaced by the Employer.

Section 31.4. Employees shall at all times be properly attired and subject to inspection. It is the responsibility of each employee to maintain their uniform. Violations of this article may result in disciplinary action.

ARTICLE 32 **TRAINING**

Section 32.1. The Employer shall pay for all training it orders employees to attend. All training required by the Employer during working time shall be counted as time worked. Travel time for training which occurs all within a single day will be counted as working time for purposes of overtime. Normal travel time from the employee's home to Knox 911 facility will be deducted from training time if employees leave for training from their residence. Lunch time while at training will not count as hours worked and will be deducted. If training is for less than eight (8) hours, employees may be required to work their regular shift or portion thereof and will be paid at the appropriate rate. The Employer may schedule employees on appropriate shifts during weeks where training occurs to reflect a standard workweek in accordance with Article 16 Hours of Work and Overtime. On multiple day training sessions, where the Employer requires employees to remain at the training site, the days in training are considered time worked, up to eight (8) hours per day.

Section 32.2. If the Employer's training requires overnight lodging, the Employer agrees to pay for lodging, meals, and mileage in accordance with County policy.

ARTICLE 33 **WAIVER IN CASE OF EMERGENCY**

Section 33.1. In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the federal or state legislature, the County Commissioners, the Sheriff of Knox County, or any other local body of government with authority to do so, for such acts of God or civil disorder, the following conditions of the Agreement may be automatically suspended:

- A. Time limits for management or the employee replies on grievances;
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 33.2. Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they, the grievances, had properly progressed. Upon the termination of the emergency any work rules and/or agreements and practices relating to the assignment of employees that were suspended will automatically be reinstated.

ARTICLE 34 **DURATION OF AGREEMENT**

Section 34.1. The provisions of this Agreement establish certain rights and benefits for the FOP, Ohio Labor Council and the employees which shall only exist during the effective dates of this Agreement.

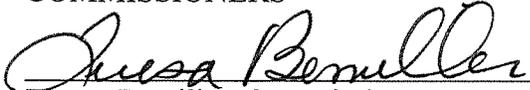
Section 34.2. This Agreement shall become effective January 1, 2016 and shall remain in full force and effect until December 31, 2018.

Section 34.3. If either party desires to modify or amend this Agreement, it shall give notice of such intent to the other party pursuant to the rules of the State Employment Relations Board (OAC 4117-01-02) no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to, the expiration of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed as of the 11th day of February, 2016.

KNOX COUNTY BOARD OF
COMMISSIONERS

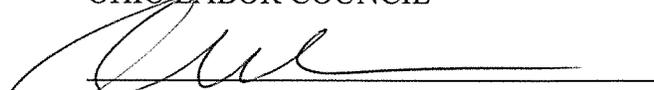

Teresa Bemiller, Commissioner


Roger Reed, Commissioner

Thom Collier, Commissioner


Richard Dzik, 911 Director

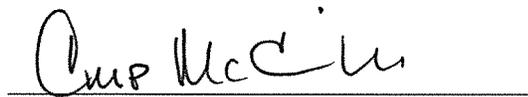
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL


Andrea H. Johan
FOP/OLC Staff Representative


Kathy Trowbridge
FOP/OLC Committee Member


John Young
FOP/OLC Committee Member

APPROVED AS TO FORM


Chip McConville
Knox County Prosecuting Attorney

APPROVED AS TO CONTENT


John J. Krock, Vice President
Clemans, Nelson & Associates, Inc.