

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of the)	Before Fact-finder
Fact-finding Between:)	JAMES E. RIMMEL
)	
FRATERNAL ORDER OF POLICE,)	CASE NO. 05-MED-12-1417
OHIO LABOR COUNCIL)	
)	HEARD: 15 June 2006 ¹
And)	
)	
THE STARK COUNTY BOARD)	ISSUED: 14 July 2006
OF COMMISSIONERS (911))	

2006 JUL 17 P 4: 07
STATE EMPLOYMENT
RELATIONS BOARD

APPEARANCES

For the FOP:
Rick Grochowski
Staff Representative

For the Board:
Leslie Iams-Kuntz
Krugliak, Williams, Griffiths
& Dougherty, Co., LPA

BACKGROUND

This matter comes on for fact-finding following an impasse in negotiations between the parties of a successor collective bargaining agreement, impasse involving two issues, to-wit: wages and life insurance premiums². The bargaining unit here dates back fourteen (14) years and is composed of twenty-two (22) employees, nine (9) who work eight (8) hour shifts, forty (40) hours a week, another three (3) working three (3) sixteen (16) hour shifts, three (3) working thirty-six (36) hours per week with the remaining seven (7) working under a call-in list system. Stark County is located in Northeast Ohio and is the seventh largest county in the state based

¹ By mutual agreement of the parties the time lines for hearing this matter and issuing recommendations were extended.

² During negotiations the parties agreed-to a number of "tentative agreements," TA's they reduced to writing and initialed. At the joint request of the parties those TA's are incorporated herein and made a part of this report—copies attached.

upon population. The county encompasses approximately 574 square miles and contains 52 jurisdictions, including seven cities as well as numerous townships and villages. The most recent United States census estimate shows Stark County to have a population of approximately 381,229 residents.

According to the record, it was in approximately 1990 that Stark County Board of Commissioners created the 911 system. Likewise, it was in 1994 the "911 operators" were officially recognized as a bargaining unit by SERB under Case No. 94-MED-07-0725 with the Communications Workers of America, AFL-CIO being designated as the bargaining agent. One year later, the Unit changed bargaining agents to the Fraternal Order of Police, Ohio Labor Council. Since this change in bargaining agents the parts have entered into two successor collective bargaining agreements.

The record further indicates that the Stark County 911 System is currently supported solely by a five (5) year levy that was most recently placed into effect in 2003. This levy generates approximately \$640,000.00 per year in revenues. As such, any and all operational costs and capital improvements to the 911 system must be paid for out of the 911 levy. The record further indicates that the 911 system is a twenty-four/seven operation with three 911 operators being assigned per shift.

Now, the 911 operators within Stark County are somewhat of a hybrid in that they do not do any dispatching of emergency vehicles but simply relay incoming calls to the appropriate agency. This reality significantly limited the parties' ability to proffer relevant comparable data for consideration under this process. There were, however, limited data cites from the NENA , data that have become less accessible in recent years given the fewer agencies operating in the exact fashion as Stark County 911. In any event, those data appear to be relevant, though other supporting information was not made available so as to determine whether the cited units were truly similar to Stark County 911. In any event, these data were considered as part of the analysis made herein though such was not deemed cogent leastwise to the extent of establishing the extent of the inequity argued by the FOP.

WAGES³

FOP POSITION

The FOP argues that relevant NENA compensation data cogently demonstrate that local “call-takers” are far behind their peers, an inequity that will not be rectified with a simple three percent (3%) annual increase. It notes these data reflect a hiring rate of \$13.66 with a straight time average rate of compensation of 14.48 and a weighted average rate of \$16.64. It notes further that with a three percent (3%) increase in 2006 Stark County 911 Operators will be paid a starting wage of only \$10.65 or \$2.51 less than the reported national hiring rate. It thus seeks an inequity adjustment of \$.50 in the first year of the parties’ successor agreement.

The FOP argues that the requested inequity adjustment represents a mere \$22,000 in annual wage compensation at best and probably less given the work patterns involved here. It contends such a small stipend cannot be considered out-of-line for this recognized superior cadre of employees. It emphasizes relevant SERB data for comparable units show these employees as the lowest paid among their peers.⁴ Likewise, the FOP notes the history of ever increasing number of calls being handled by its members as well as certification/training requirements, some of which are obtained on the employees own time and expense.

The FOP argues further that while the county may be holding to a three percent (3%) figure with most of its employees recently there have been some exceptions. In this regard, it cites a 23 April 2006 article in the Canton Repository captioned “Employees gaining raises ranging from 2 percent to 6.2 percent.” These employees, according to the FOP, must likewise be accorded increases greater than the targeted three percent (3%) for county personnel.

³ Both parties in their pre-hearing position statements as well as at hearing requested I recommend a wage adjustment of three percent (3%) in each year of the agreed-to three (3) term of a successor agreement.

⁴ It appears that employees in some, if not all, of the cited units do dispatching of emergency vehicles/personnel in response to calls received while the Trumbull County 911 Operators merely route calls to the appropriate agency for handling.

EMPLOYER POSITION

The Employer argues the proposed three (3) year wage package increases is quite generous given limited funds available to operate this agency, a proposal consistent with that being provided employees in other county bargaining units as well as excluded management and administrative personnel. Likewise, it emphasizes the present sole source of revenues for this agency is up for renewal in 2008. And, while other revenues may come available on a limited basis under a State-funded wireless service program many issues/procedures must be addressed in a timely fashion or these funds may be lost, a tasks that will not be easy given inherent conflicts within the county over how best to handle 911 calls/emergencies.

The Employer argues also that most other county agencies who have negotiated agreements with bargaining unit employees for 2006 have limited wage increases to three percent (3%), the level of an increase also accorded excluded personnel. It also emphasizes that relevant comparable SERB and other source data are simply not readily available given the limited scope of duties performed by the Stark County 911 Operators. Likewise, it emphasizes that various one-time expenditures in 2006 have seriously limited the agency's ability to take on added costs for the year. Specifically, it notes \$200,000 in costs associated with the "Canton 2nd PSAP Site Wireless" and \$5,00 for employee lockers. It thus requests the Agency's proposal of three percent (3%) per year over three (3) year term be adopted by me.

RECOMMENDATIONS

Effective 1 January 2006 increase existing wage schedules by three percent (3%) as provided for under the provisions of "APPENDIX 'A' of the parties' successor collective bargaining agreement

Effective 1 January 2007 increase existing wage schedules by three percent (3%) as provided for under the provisions of "APPENDIX 'A' of the parties' successor collective bargaining agreement.

Additionally, effective 1 January 2006 provide a ten cent (\$.10) inequity adjustment to the wage structure under “APPENDIX ‘A’ of the parties’ successor collective bargaining agreement.

Effective 1 January 2008 increase existing wage schedules by three percent (3%) as provided for under the provisions of “APPENDIX ‘A’ of the parties’ successor collective bargaining agreement.

Additionally, effective 1 January 2008 provide a fifteen cent (\$.15) inequity adjustment to the wage structure under “APPENDIX ‘A’ of the parties’ successor collective bargaining agreement.

RATIONALE

Under both proposals, a three percent (3%) wage increases for each of the three years of the successor collective bargaining agreement was proposed at fact finding. Accordingly, and given the overall state of this record and the parties’ identical proposals those respective positions have been adopted herein. As for the provided for inequity adjustments, while proffered data is somewhat relevant, it simply was not cogent especially given other relevant data of record, including, but not limited to, increases provided the majority of other bargaining unit employees within Stark County, so as to warrant that being sought here by the FOP in the way of a fifty cent (\$.50) inequity adjustment. To merely cite wage rates with little or no other comparative data being offered leaves the record lacking, especially when those data are drawn from a national data base.

LIFE/AD&D INSURANCE

FOP POSITION

The FOP notes that bargaining unit employees are currently paying \$1.75 per month for \$10,000 in life/AD&D coverage. It emphasizes it is simply seeking a cap arrangement similar to that negotiated between the parties for health care. Likewise, it notes the County has negotiated a cap for employees in the Job & Family Services' bargaining unit, a considerably larger unit.

The FOP notes that of the 22 bargaining unit employees only 15 are eligible for coverage under this benefit. This, according to the FOP, is in stark contrast with the 450/500 employees in J&FS. In any event, it argues that the certainty of a maximum \$2.00 premium figure is reasonable and should be recommended by me in this report. Likewise, it claims the new costs for employees under the agreement's health care benefit provisions are significant and need not be compounded by an open-ended employee paid life insurance premiums.

EMPLOYER POSITION

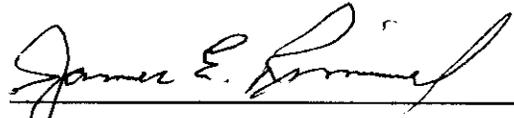
The Employer cites seven (7) other bargaining units who provide this same or similar benefit to county employees where no cap is present with respect to the employee paid premiums. As for that provided under the J&FS' Agreement, the Employer argues such is the product of give-and-take bargaining where benefit coverages and employee premium/co-pay arrangements have evolved differently. In any event, it emphasizes the current trend in this area relative to employee payment of premiums and co-payments.

RECOMMENDATION

That provided for under Article 27 of the parties' successor Agreement be amended by adding the following language: "A deduction will be made from each covered employee's paycheck each month for the cost of life insurance."

RATIONALE

This record cogently demonstrates that the Employer with the exception of one other bargaining unit has provided for employee payment of life insurance premiums without a cap. Why I realize that this out-of-pocket cost for the bargaining unit is not desirable, it appears to be consistent with other agreements and, in and of itself, not excessive. It is also in keeping with the practice for this unit over several agreements where the premium has remained at \$1.75.



JAMES E. RIMMEL, FACT FINDER

ARTICLE 13 - LEAVE OF ABSENCE WITHOUT PAY

SECTION 1.

Upon the written request of a bargaining unit employee, the Employer may grant such employee a leave of absence without pay. A leave without pay must be requested in advance of such leave. The maximum duration of leave of absence without pay for personal or medical reasons shall not exceed six (6) months.

SECTION 2.

A leave of absence without pay may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would benefit the county service, or for voluntary service in any governmentally sponsored program of public improvement.

SECTION 3.

The authorization of leave of absence without pay shall be at the discretion of the Employer. Each request shall be decided based upon its individual merits.

SECTION 4.

Upon returning from a medical or personal leave of absence of no more than six (6) months, the Employer shall place the employee in the employee's former position, provided such position exists. Upon returning from a leave granted pursuant to Section 2 of this Article, the Employer shall place the employee in an available position within the employee's former classification. An employee may return to active pay status prior to the originally scheduled expiration date of such leave if such early return is agreeable to the Employer.

SECTION 5.

Any employee who fails to return to duty within three (3) working days after the completion or valid cancellation of a leave of absence, without reporting to the Employer or his representative, may be removed from employment. In the event of extenuating circumstances, such as a documented medical illness, injury or other similar reason that would prevent the employee from returning within the specified time limit, the Employer may grant a reasonable extension.

SECTION 6.

If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to return to work.

SECTION 7.

Any employee who has received an authorized leave of absence without pay shall be placed into a no pay status and shall not earn sick or vacation leave credit(s) or any other type of paid leave time until returned to active pay status.

SECTION 8.

The period during which an employee is on leave of absence without pay shall not be counted toward an employee's probationary period.

SECTION 9.

If any employee has no accumulated sick leave and/or vacation time and is faced with medical emergency, the employee may request a leave of absence without pay by telephone by following the established procedures for reporting an unscheduled absence from work. The employee must state the reason for the request. Medical or other appropriate documentation must be provided immediately upon return to work if more than four (4) hours of unpaid leave is requested.

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The Employer may waive the documentation requirement in extenuating circumstances.

SECTION 10.

Should an employee be unable to return to work at the expiration of a six (6) month leave of absence without pay due to medical reasons, the employee shall be placed on a disability separation.

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ARTICLE 17 - SICK LEAVE

SECTION 1. - SICK LEAVE

For each regularly completed hour of pay on active pay status, each employee shall be entitled to sick leave at the rate detailed in Appendix C. Employees may use sick leave upon approval of the Employer for absences described in Section 5, "Uses of Sick Leave," of this Article.

SECTION 2. - IMMEDIATE FAMILY DEFINED

For purposes of this Article, "immediate family" is defined as: mother, father, child, grandchild, spouse, grandparent; or legal guardian or ward living in the employee's household, stepchildren, step grandchildren, and persons in lieu of parents.

SECTION 3. - ACCRUED SICK LEAVE

Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work.

SECTION 4. - CHARGING OF SICK LEAVE

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged sick leave only for days upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 5. - USES OF SICK LEAVE

Sick leave shall be granted to an employee upon submission of a "Sick Leave Application" and a physician's slip as required and approval of the Employer. Sick Leave may be used for the following:

- A. Illness, injury, pregnancy-related condition of the employee, or a member of the employee's immediate family, where the employee's presence is reasonably necessary for the health and welfare of the affected family member.
- B. Exposure of an 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 practitioner and which cannot be scheduled during non-working hours.

- D. Examination, including medical, psychological, dental or optical of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary and such examination cannot be scheduled during non-working hours.

SECTION 6. - TREATMENT RESPONSIBILITY

It shall be the responsibility of the employee to receive necessary medical treatment and to return to an active work status at the earliest time permitted by the attending physician.

SECTION 7. - EVIDENCE REQUIRED FOR SICK LEAVE USAGE

Employees shall furnish a satisfactory written, signed statement to justify the use of paid sick leave. Employees must turn in directly to the Employer or the Employer's designee a "Sick Leave Application" form prior to the close of the pay period in which the employee returns to work. Employees failing to do so may be subject to loss of pay and/or disciplinary action. Requests for "Sick Leave Pay" which exceed three scheduled work days for the employee must be accompanied by a certificate from a licensed practitioner stating the nature of the illness or injury and confirming the employee is healthy enough to return to work. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. It shall be within the discretion of the Employer or the Employer's designee to approve requests for paid sick leave.

SECTION 8. - NOTIFICATION BY EMPLOYEE

When an employee is unable to work due to illness or injury, the employee shall notify the proper authority no later than one and one half hours (1-1/2) before the start of the employee's shift on the first day of the absence and on each succeeding day thereafter, unless the employee makes other reporting arrangements with the Employer or the Employer's designee. When an employee fails to properly report off and does not report to work as scheduled, he/she is considered Absent Without Official Leave (AWOL) and subject to disciplinary action.

The Employer may waive the call-off notification in extenuating circumstances.

SECTION 9. - PHYSICIAN'S STATEMENT

If medical attention is required for either the employee or a member of the employee's immediate family, the employee shall be required to furnish a statement from a licensed physician stating the nature of the condition in order to justify the use of sick leave. Such physician's statement shall be required in the following instances:

- A. For an absence of three (3) or more consecutive work days due to illness or injury.
- B. When an employee states that he/she is going for or receiving medical attention.

- C. When an employee has two (2) or more incidents of "patterned absenteeism" in a sixty (60) day calendar day period.
- D. When an employee has been denied another form of leave of absence, and the employee calls off sick for the same day.

Failure to provide medical documentation in the above circumstances shall result in requested sick leave being denied and the absence being counted as an unexcused absence and subject to disciplinary action.

SECTION 10. - MEDICAL EXAMINATION

The Employer may require an employee to submit to a medical or psychological examination in order to determine the employee's ability to perform the substantial and material duties of his/her classification. Such examination shall be conducted by a licensed physician selected and paid for by the Employer. The Employer shall supply the examining practitioner with facts relating to the illness, injury or condition. Additional information may include physical and mental requirements of the employee's position description. If as a result of such examination, the employee is found to be incapable of performing the substantial and material duties of his/her position, the employee may be placed on sick leave, leave without pay, family medical leave and/or disability separation. The employee may challenge the findings of the examining practitioner by obtaining a second opinion from a physician or psychologist of the employee's own choice. The employee shall be responsible for all costs related to the examination by the practitioner of his/her own choosing. If the two (2) diagnoses are in conflict, there shall be a third examination by a mutually agreed upon certified physician. The Employer and employee shall equally divide the costs associated with the third physician's evaluation. If the third physician or psychologist supports the Employer's medical examination, the employee may be placed on sick leave, disability leave, or disability separation. The Employer will not require an employee to submit to a medical or psychological examination merely for the purpose of harassment.

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SECTION 11. - NON-COMPLIANCE

Any employee who fails to comply with any of the provisions of this policy shall not be allowed to use sick leave for time absent from work under such non-compliance.

SECTION 12. - EXPIRATION OF SICK LEAVE

If illness, injury or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay for up to six (6) months for the same disability, illness, or injury. If an employee cannot return to work within the allotted six (6) months, the employee will be placed on a disability separation without pay.

SECTION 13. - SICK LEAVE CONVERSION

An employee, at the time of retirement or resignation from active service with the Employer, may elect to be paid in cash for one-fourth (1/4) of the value of the sick leave

that was earned but unused while employed by the Employer. However, the maximum of such payment shall not exceed Two Hundred-Forty (240) hours.

To qualify for such payments, the employee shall have had, prior to the date of retirement or resignation, ten (10) or more years of service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement or resignation. Such payment shall be made only once and shall eliminate all sick leave credit(s) accrued by the employee. Eligible employees, retiring or resigning from active service shall complete the appropriate documentation to initiate the payment process.

Employees who die shall be considered to have terminated employment as of the date of his/her death and the employee's estate shall be eligible for sick leave payment(s) for which the employee would otherwise qualify.

SECTION 14. - SICK LEAVE ABUSE

Sick leave is to be used only for those purposes listed in Section 5 of this Article. Any use of sick leave which is inconsistent with the purposes listed in Section 5 above shall be considered just cause for disciplinary action.

The Union recognizes that management may initiate disciplinary action against an employee for sick leave "pattern abuse." Examples of "pattern abuse" include, but are not limited to, undocumented use occurring in the following categories:

- 1) Before and/or after a holiday;
- 2) Before and/or after a weekend or regular-day off;
- 3) After pay day;
- 4) Any one specific day;
- 5) After working overtime;
- 6) Half days;
- 7) Continued pattern of maintaining a zero or near zero sick leave balance;
or
- 8) Excessive absenteeism - use of more sick leave than granted.

If an employee abuses sick leave in a pattern, the Employer may reasonably suspect "pattern abuse." In such a case, the Employer will invite the suspected employee to explain, rebut, or refute the "pattern abuse." In the absence of a satisfactory explanation, the Employer will have just cause to initiate disciplinary action.

SECTION 15. If an employee, while on vacation, contracts an illness or injury or experiences a death in the family which would warrant use of paid sick leave had the employee been at work, such employee shall, upon showing proper evidence

acceptable to the Employer, be allowed to change such absence to sick leave rather than to vacation leave.

Justin Kelly
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Justin Kelly

ARTICLE 19 - VACATIONS

SECTION 1.

Full-time employees and part-time employees regularly scheduled to work thirty-two (32) hours per week are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which a full-time employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 8 years	80 Hours
8 years but less than 15 years	120 Hours
15 years but less than 25 years	160 Hours
25 years or more	200 Hours

Such vacation leave shall be accrued by a full-time employee at the following rates:

<u>Annual Vacation Entitled to</u>	<u>Credit per Pay Period</u>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
200 Hours	7.7 Hours

A thirty-two (32) hour per week employee shall be entitled to vacation leave based on the following schedule:

<u>Length of Service</u>	<u>Credit per Pay Period</u>
Less than 1 year	None
1 year but less than 8	2.48
8 years but less than 15	3.68
15 years but less than 25	4.96
25 years or more	6.16

SECTION 2.

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

SECTION 3.

During the period of January 1 through March 31, employees shall submit to the Employer vacation leave requests for the ensuing twelve (12) months. Vacation leaves shall be awarded based on seniority and in accordance to the workload requirements as determined by the Employer and such schedules shall not be arbitrarily adjusted to deny employees vacations or to cancel vacations. An employee who fails to make his/her vacation application during the appropriate period will be awarded vacation leave ~~without regard to seniority and only when dates are open~~ on a first come first serve basis without regard to seniority and only when dates are open. Any employee requesting vacation time on a "first come-first served" basis shall make their request at least two (2) weeks in advance of the date(s) they are requesting. The Employer may waive the two (2) week notice requirement at its discretion.

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SECTION 4.

The Employer reserves the right to limit the number of employees who may be granted vacation leave at any specific time.

SECTION 5.

Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

SECTION 6.

Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate vacation from year to year, but no more than a total of three (3) years. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

SECTION 7.

Employees shall forfeit their right to take or to be paid for any vacation leave in their credit which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

SECTION 8.

Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

SECTION 9.

An employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation.

SECTION 10.

In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

SECTION 11.

It is understood that vacation with pay applies only to full-time and part-time employees regularly scheduled to work thirty-two (32) hours per week as outlined herein. The following shall outline how service time will be calculated for the accrual of vacation time for all other employees, should a vacancy occur in a full-time or part-time thirty two (32) hour per week position and be filled by a part-time sixteen (16) hour per week employee or an "on-call" employee.

- 1) A sixteen (16) hour per week employee shall accrue seniority towards vacation at one-half (1/2) the accrual rate of a part-time thirty two (32) hour employee, (e.g. A sixteen (16) hour employee with four (4) years seniority shall be credited with two (2) years seniority for vacation accrual purposes only.) If a sixteen (16) hour per week employee works at least 1,600 hours per calendar year, they will then accrue vacation seniority at the same rate as a thirty two (32) hour employee.
- 2) An "on-call" employee shall accrue vacation seniority as follows: If the employee works at least 800 hours per calendar year, they will then accrue vacation seniority at the same rate as a sixteen (16) hour employee. If the employee works at least 1,600 hours per calendar year, they will accrue vacation seniority at the same rate as a thirty two (32) hour employee.

ARTICLE 23 - LAYOFF/RECALL

SECTION 1.

Whenever it becomes necessary to abolish positions and/or layoff employees, the Employer shall determine the number of employees to be laid off and the employment status (full-time/part-time) of the positions to be eliminated. Prior to making the determination of which positions shall be abolished, the Employer shall discuss layoff options with the Union. Part-time and full-time employees shall be laid off in order of seniority, beginning with the least senior and progressing to the most senior.

SECTION 2.

A more senior full-time employee affected by layoff may bump the least senior full-time employee, or if unable to bump a full-time employee, then the least senior part-time employee. A more senior part-time employee may bump the least senior employee working the same number of hours or less hours than the more senior part-time employee. When the hire date of two (2) or more employees is the same, seniority will be based on the application date, the oldest application date being considered the most senior. If two (2) or more employees have the same hire date and same application date, the most senior employee will be considered to be the one with the lowest last four (4) digits in his/her social security number.

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Leslie Hunter
2/13/06
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ARTICLE 24 - JOB VACANCIES

SECTION 1.

Whenever the Employer determines to fill an existing vacancy in the Bargaining Unit or a newly created position in the Bargaining Unit, the Employer shall post for seven working days a notice of the opening, stating the job classification, employment status (full-time/part-time), rate of pay, shift, work locations, and minimum qualifications necessary. Employees who wish to exercise their desire for these vacancies shall sign the posted bid, and the position shall be awarded as soon as practicable.

SECTION 2.

The Employer shall consider only applicants who meet the qualifications for the vacancy. The vacant position shall be awarded to the most qualified applicant. The Employer may consider job performance, attendance, training and/or prior disciplinary action in making a determination regarding the most qualified employee to fill the vacancy. In the event two or more applicants are equally qualified, the vacancy shall be awarded to the most senior employee.

Where seniority of two (2) or more applicants is equal, the vacancy will be awarded by the employee's original employment application date. Where the application date is the same, the position will be awarded to the employee with the lowest last four (4) digits in the employee's social security number.

SECTION 3.

In filling a temporary forty (40) hour per week position, the Employer will first offer the vacancy to part-time employees working thirty-two (32) hours per week. If filling a temporary thirty-two (32) hours per week position, the Employer will first offer the vacancy to part-time employees working sixteen (16) hours per week. If filling a temporary sixteen (16) hour per week position, the Employer will first offer the vacancy to "On-Call" employees. A temporary vacancy shall be defined as any vacancy that exceeds fourteen (14) calendar days and is caused by reasons other than vacation leave.

In filling a permanent vacancy, the Employer will first fill the position with the most senior employee who bids upon the posting with an employee working the same number of hours as the posted position (e.g. forty (40) hours per week vacancy will be first awarded to other forty (40) hour per week employees.) If the vacancy is not filled by an employee working the same number of hours as the posted vacancy, the vacancy will be first awarded to an employee seeking to work more hours and second to an employee seeking to work fewer hours. In the event that there are no qualified internal candidates for posted vacancy, the position may be filled from outside the bargaining unit.

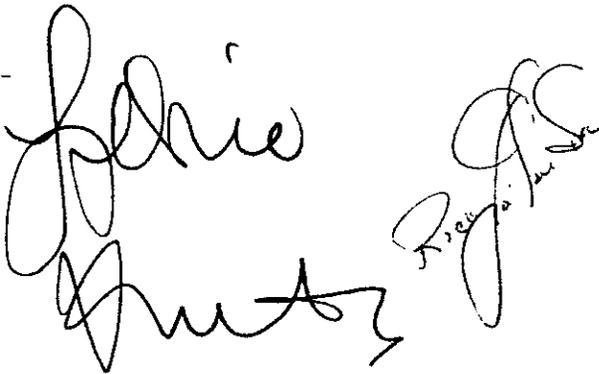
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SECTION 4.

The Employer shall post a notification which identifies the individual who has been selected for each job posting. Such notification or a statement indicating that the position will remain vacant shall be posted within forty-five (45) days of the closing date of the job posting. Failure to select an individual within forty-five (45) days of the posting or closing shall require the position to be re-posted prior to filling.

SECTION 5.

An employee status exchange shall be granted based on seniority when a full-time employee requests part-time employment and/or a part-time employee requests full-time employment and both employees mutually agree to the exchange. The bargaining unit employees shall be canvassed and said vacancy filled by seniority. An employment status exchange form shall be filed for said request.

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1/28/06

including the Employer will meet and discuss any changes with the Union.

... employee is required by the Employer to be in active pay status for more than (40) hours in a week as defined in Section 1 above, the employee shall be paid overtime for all time worked in excess of forty (40) hours in one week, excluding holidays which will be compensated separately under Article 20 of this Agreement. Overtime pay shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

SECTION 3.

The opportunity to work additional hours shall be distributed and rotated as equally as practicable among off duty employees as follows:

- A. The Employer will first contact off-duty on-call employees assigned to cover the shift where the opportunity exists. Example: A day shift employee calls in sick and the Employer contacts the next eligible on-call employee designated to cover the day shift.
- B. If adequate coverage cannot be obtained through Step A above, the Employer will next contact the off-duty on-call employees assigned to cover the shift preceding the shift where the opportunity exists. Example: A day shift employee calls in sick and the Employer contacts all on-call employees designated to cover the day shift and is unable to locate a person to work. The Employer would then contact the next eligible on-call employee designated to cover the midnight shift.
- C. If adequate coverage cannot be obtained through Steps A and B above, the Employer will next contact the off-duty on-call employees assigned to cover the shift following the shift where the opportunity exists.
- D. If adequate coverage cannot be obtained on a weekend day or a holiday, the Employer will contact the next eligible on-call employee designated to cover weekends and holidays.
- E. If adequate coverage cannot be obtained to cover a weekend day or holiday through Step D above, the Employer will contact on-call employees designated to cover the same shift as the weekend day or

holiday opportunity as described in Steps A through D above, as if the shift to be covered were not a weekend or holiday.

- F. If the Employer is not able to cover the shift with on-call employees as described in Steps A through E above, the Employer will first call the next eligible sixteen (16) hour per week employee who works the same shift where the opportunity exists. If the Employer is unable to cover the shift by using a sixteen (16) hour employee as described above, the Employer shall contact the thirty-two (32) hour employee who works the shift where the opportunity exists provided that person's hours at the time of the opportunity do not exceed forty (40) hours. If still unable to find coverage, the Employer will contact the sixteen (16) hour employees who normally work the shift after the one where the opportunity exists. Any employee working more than eight (8) hours in any twenty-four (24) hour period will be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for the additional hours worked. The twenty-four (24) hour period shall start at the beginning of the employee's regularly established shift.
- G. If the Employer is unable to cover the shift where an opportunity exists through the above steps, the Employer will contact employees who work thirty-two (32) hours a week in the same manner as described for the sixteen (16) hours per week employees. Any employee working more than eight (8) hours in any twenty-four (24) hour period will be paid at the rate of one and one-half times (1-1/2) times the employee's regular hourly rate of pay for the additional hours worked. The twenty-four (24) hour period shall start at the beginning of the employee's regularly established shift.
- H. If the Employer is unable to cover the shift where an opportunity exists through the above steps, the Employer will contact employees who work forty (40) hours a week in the same manner as described for the sixteen (16) and thirty-two (32) hours per week employees.

SECTION 4.

If the Employer is unable to cover a shift through the steps described in Section 3 above, the Employer shall offer the opportunity to the most senior on-duty operator at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

SECTION 5.

If the Employer is unable to cover the shift through the steps described in Section 3 and Section 4 above, the Employer shall require the least senior operator on duty to remain on duty until coverage is obtained. Any employee who is required to remain on duty under this provision will get time and one-half (1-1/2) for those additional hours.

SECTION 6.

In order to provide adequate time to find a replacement, any employee who is unable to report to work as scheduled shall report his/her absence at least one and one-half (1-1/2) hours prior to the beginning of the shift. The Employer may waive the call-off notification in extenuating circumstances.

SECTION 7.

The Employer will establish and maintain a rotation roster which logs the additional hours offered, accepted and refused by an employee. Employee names will initially be entered on the list in order of seniority with the most senior at the top of the list. The roster will be updated ~~monthly~~ every other pay period, with the employee having the fewest charged hours being placed at the top of the list. The rotation roster will be used to determine the eligibility of an employee to work additional hours.

SECTION 8.

- A. Any on-call employee designated to cover a particular shift who refuses to report for duty three (3) times or more in a three (3) month period for that designated shift shall be removed from employment. On-call employees who are not available due to a conflict with other employment shall not have such unavailability counted as a refusal provided the alleged conflict is substantiated by satisfactory documentation.
- B. Any on-call employee designated to cover particular shift who cannot be contacted to report for duty six (6) times in a three (3) month period for that designated shift shall be removed from employment.
- C. Any on-call employee who is to be removed from employment under the provisions of Sections 8(A) or Section 8(B), shall have the right to meet with the Communications Director prior to termination of employment. Termination of employment of an on-call employee pursuant to Article 26, Section 8(A) or 8(B) shall be considered just cause for termination.
- D. Any on-call employee who cannot be contacted under Section 8(B) who later makes contact during the same shift for which he/she was attempted to be contacted, will not be counted as unavailable if alternative coverage has not been arranged and the on-call employee reports as needed.
- E. The Employer may schedule on-call employees to fill in for employees who are off work because of vacation, sick leave or other approved absence. All on-call employees will check with the Employer once a week, Monday to Friday between the hours of 8:00 a.m. to 4:30 p.m. to determine if he/she is scheduled to work.

approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. For a first offense of the Drug and Alcohol Policy (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge. A Substance Abuse Professional can be mutually selected by the Union and the Employer.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Employer. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after care programs.

Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02 is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the Employer may continue follow-up testing for an additional two (2) years.

106 Voluntary Assistance

Employees can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities.

107 Drug Testing Facility

To the extent possible, collection of urine and breath samples for such testing shall be performed by the collection sites whose sample collection protocol has been approved by the Township and conforms to Federal regulatory requirements. The procedures and methodology in such testing shall be in accordance with governing Federal regulations.

108 Medical Review Officer (MRO)

A Medical Review Officer's duties and determinations shall fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA:

109 Substance Abuse Professional (SAP)

SAP duties and determinations will fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA.

110 Breath Alcohol Technician (BAT)

The training and the duties of the BAT will be equivalent to the DOT's program.

test, and explain to him/her that a refusal to test is considered a positive test.

- h. The Employer or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.

104 Testing Procedures

The following test procedure shall apply to all employees:

- a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.
- b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Employer with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Employer for his/her time.
- c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.
- d. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for Federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88; as revised in 59 FR 29908 6/9/94, 62 FR 5118 9/30/97 and 66 FR 162 8/21/01).
- e. The Employer may choose the laboratory to be utilized for toxicology testing on a yearly basis.
- f. The following standards shall be used to determine what levels of detected substances shall be considered positive. NOTE: These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict.

(will be posted immediately)

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
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PROCEDURES FOR WORKPLACE DRUG TESTING

100 Purpose and Scope

This policy applies to all bargaining unit employees. It will be implemented in a consistent, nondiscriminatory manner. All employees will be provided a copy of the drug testing policy prior to its implementation and will be provided information concerning the impact of the use of alcohol or drugs on job performance. All employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted. All employees must sign an acknowledgement form indicating receipt of this policy.

All newly hired employees will receive the information on their initial hire date. No employee shall be tested until this information is provided to the employee.

101 Definitions

Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

Drug means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack," cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice," barbiturates and hallucinogens.

Probable Cause based upon observation and good faith belief that an employee is under the influence of drugs or alcohol while on the job. Such belief may be based upon the smell of alcohol, slurred speech, staggering gait and/or other abnormal physical or psychological behavior typically associated with drug or alcohol intoxication or impairment. Whatever the observation, it shall be made by two persons and documented in writing.

Drug Testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to our Employer after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with appropriate credentials.

Breath Alcohol Technician (BAT): The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.

Substance Abuse Professional (SAP): The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

Alcohol Testing: Means the use of a breath alcohol monitoring machine which is

**NEW ARTICLE - PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)
CONTRIBUTION**

SECTION 1. Throughout the duration of this Agreement, the Employer will continue to make the required Employer Contribution to the PERS, as established by PERS. In addition, for those employees hired prior to sixty (60) days after the ratification of this Agreement, the Employer will Contribute 4.25% of each employee's gross wages to PERS as part of the employee's contribution to PERS. Employees hired after sixty (60) days following the ratification of this Agreement shall be solely responsible for payment of the employee's contribution to PERS. The employee contribution to PERS shall be deducted from the employee's gross wages.

SECTION 2.PERS PICK-UP

- A. Effective sixty (60) days from the ratification of this Agreement, the amount contributed by the Board on behalf of those employees who were hired prior to sixty (60) days after the ratification of the Agreement shall remain at 4.25% and be treated as a Fringe Benefit Pickup. The remaining portion of the Employee's PERS obligation shall be treated as mandatory salary reduction from the contract salary otherwise payable to such classified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by PERS to be paid as an employee contribution by said employee and shall be paid by the Board to PERS on behalf of said employee as a "pickup" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be payable, subject to applicable deductions, to said employee.
- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to PERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and emit its employer contributions to PERS based upon the total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

ARTICLE 36 - LONGEVITY PAY

SECTION 1.

Employees who have completed four (4) but less than fifteen (15) years of service by December 31st of the appropriate year, shall be paid longevity pay of two percent (2%) of the employee's gross base pay. Employees who have completed fifteen (15) but less than twenty (20) years of service by December 31st of the appropriate year, shall be paid longevity pay of three percent (3%) of the employee's gross base pay. Employees who have completed twenty (20) or more years of service by December 31st of the appropriate year, shall be paid longevity pay of four percent (4%) of the employees' gross base pay. Such payment shall be made included in the first payroll pay processed after determination of gross base for of January following the year in which the longevity is earned.

SECTION 2.

In the event the employees retires or resigns prior to December 31st, he/she shall receive an appropriate portion of such longevity pay. There shall be no proportion or pro rata payment of longevity pay in the event of loss of seniority for any reason other than retirement or resignation.

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3/29/06

ARTICLE 29 - TRAINING NEW 911 OPERATORS

SECTION 1.

A bargaining unit employee volunteering to train a new employee shall be compensated with premium pay. The trainer will be given a premium of ~~\$4.00~~ \$3.00 per hour for every hour spent training a new employee in addition to their regular pay.

SECTION 2.

The number of hours, date and time of training will be determined in advance by the Employer. ~~The employee will be trained on the hiring shift.~~

SECTION 3.

The trainer will provide a report regarding training activity on a form to be provided by the Employer.

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ARTICLE 27 - MEDICAL INSURANCE

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The Employer agrees to continue for the life of the Agreement, the same medical insurance coverage provided to other County employees under the County's group insurance plan. ~~In the event the Stark County Commissioners adopt a countywide premium co-payment, the employees covered by the group health insurance plan will pay such co-payment towards the monthly premium for the insurance, to be made by payroll deduction. The co-payment referenced herein shall only take place if all Stark County employees who participate in the group health insurance plan also make the insurance premium co-payment.~~

Effective January 1, 2006 employees covered by the group health insurance plan with family coverage shall pay two percent (2%) of the premium costs in twelve (12) monthly increments. Effective January 1, 2007 employees covered by the group health insurance plan with family coverage shall pay three percent (3%) of the premium costs in twelve (12) monthly increments. Said deductions will be made each month from the employee's payroll check, towards the monthly premium of the employee's insurance. A monthly cap of \$30.00 shall be in effect on said premium for the life of the agreement.

Effective January 1, 2006 employees covered by the group health insurance plan with single coverage shall pay two percent (2%) of the premium costs in twelve (12) monthly increments. Effective January 1, 2007 employees covered by the group health insurance plan with single coverage shall pay three percent (3%) of the premium costs in twelve (12) monthly increments. Said deductions will be made each month from the employee's payroll check, towards the monthly premium of the employee's insurance. A monthly cap of \$15.00 shall be in effect on said premium for the life of the agreement.

A deduction shall be made from each covered employee's paycheck once each month for the cost of life insurance.

- life insurance to go to fact finding

R9
3/30/06

R9