

2008 MAY 29 P 1:41

IN THE MATTER OF FACT FINDING

BETWEEN

BELMONT COUNTY 911

AND

FRATERNAL ORDER OF POLICE, OLC, INC.

Case # 07-MED-09-0998, 0999

ADVOCATE FOR THE EMPLOYER:

**Kenneth L. Edsall, Regional Supervisor
Brian Butcher, Consultant
CLEMANS NELSON ASSOCIATES INC.
6500 Emerald Parkway, Suite 100
Dublin OH 43016**

ADVOCATE FOR THE UNION:

**Patrick J. Daugherty, Sr., Staff Representative
FOP/OLC, INC.
2721 Manchester Road
Akron OH 44319-1020**

INTRODUCTION

The bargaining unit of approximately fifteen (15) employees is comprised of employees holding positions of dispatcher and shift supervisor. The bargaining unit is represented by the FOP/OLC, Inc. (hereinafter "Union"). The Employer is the Belmont County 911 (hereinafter "911" or Employer).

The parties reached tentative agreement on several issues (See FOP Tab Tentative Agreements) during collective bargaining but were unable to agree upon the issues that were initially presented to the fact-finder by the Union:

- Overtime/Compensation Time
- Vacations
- Holidays
- Wages
- Duration of Agreement

In addition to the above issues, the Employer submitted the additional issues of corrective action, sick leave, hours of work, hospitalization and part-time employee scheduling. The differences between the lists of issues in each of the party's position statements were reconciled in mediation. During mediation the fact-finder made an effort to move the parties closer regarding the remaining issues in dispute, yet a complete tentative agreement could not be reached.

The agreed upon issues that were not submitted to hearing are listed in Appendix A and B. Some of these issues represented clerical changes, while others were changes the parties had agreed upon in mediation and represented tentative agreements on portions of articles in dispute. The remaining unresolved issues went to hearing and are specifically addressed in this report.

Both Advocates represented their respective parties well and clearly articulated the position of their clients on the issue in dispute. In order to expedite the issuance of this report, the fact-finder shall not restate the actual text of the parties' proposals on each issue, but will instead reference the Position Statement of each party along with a summary. The Union's Pre-Hearing Statement shall be referred to as UPS and the Employer's Pre-Hearing Statement shall be referred to as EPS.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made.

ISSUES

ISSUE 1: ARTICLE 18

Union Position

See UPS.

Employer Position

See EPS.

DISCUSSION

In Section 1 and 2 the Employer proposes to do away with twelve (12) hour shifts and return to a traditional five (5) day workweek comprised of eight (8) hour shifts, and to eliminate compensatory time. The Employer asserts the current twelve hours schedule includes built in overtime and costs 2.5% above what a normal five (5) day per week, eight (8) hour a day schedule would cost. The Union did not challenge the additional cost estimate for maintaining twelve (12) hour shifts, but strongly objects to the elimination of the twelve (12) hour schedule for its members. With regard to compensatory time the Employer asserts the current compensatory arrangement causes severe scheduling problems with this small bargaining unit. The proposed elimination of this benefit is present throughout the Employers Position Statement and evidence, addressing multiple articles in the Agreement.

The Union's strong arguments against the elimination of twelve (12) hours shifts are persuasive from the standpoint of bargaining history. The elimination of a twelve hour schedule is a very disruptive factor for employees. Employees establish their lives and work schedules around this routine and given the fact that it often takes two incomes to survive economically, a drastic change of this nature can have devastating consequences. A change of this magnitude would also cost employees more money in terms of gasoline and wear and tear on automobiles, an issue that is currently a concern of many households. Moreover, the drastic increase in gasoline in recent months has accelerated a continuing trend among many employers to move away from traditional schedules to ten (10) and twelve (12) hour days, thereby reducing the number of employee trips to work.

With regard to the compensatory time, the Employer provided convincing evidence that the unpredictability of compensatory time and the availability of employees to fill schedules cause major scheduling problems with this small rural employer. The sheer size of a large bargaining unit, with more available employees to fill in for time off, can offset the unpredictable nature of compensatory time. However, smaller employers are more vulnerable to the problem caused by the uncertainty of how much compensatory time will be opted for by employees. One way to address the interests of both parties is to create a substitute benefit that has far more predictability while benefiting all full-time employees. For example, a conversion from compensatory time to guaranteed personal time accomplishes several things. First, it eases a scheduling problem for this vital service that already has low manning and staffing problems, and it provides the Employer with more predictability as to employee availability. Secondly, it is a renewable benefit for all full-time employees irrespective of how much overtime is worked. Thirdly, it preserves all overtime compensation due to employees under the law and the Agreement. Any change of this nature should reasonably be preceded by lead time in order for employees and the employer to make necessary adjustments.

In Section 6, the Union proposes to increase pay for standby duty. The Union is proposing that there be different rates for standby for weekdays, weekends, and holidays. The Employer is proposing language that underscores the importance of employees reporting to work in a timely manner, once called into work. The Union's proposal to increase rates is not unreasonable, when taking into consideration the erosive effects of inflation. Twenty dollars for a service in January of 2005 is worth less now and will be discounted more by December 31, 2010. However, in a small operation, having different rates may be cumbersome. Using what the parties have already agreed upon in the previous agreement, it seems reasonable to adjust the rate once for the life of the agreement taking into consideration the past contract period and a reasonable projection of the future erosive effects of inflation during the next contract period (using a rate of 3% per year). The Employer's position is also reasonable in that it is paying for someone to be ready and able to come to work during a staffing need.

RECOMMENDATIONS:

SECTION 1 Bargaining unit members shall be compensated at the straight time rate for all hours in paid status, except that any hours in excess of eight (8) hours or twelve (12) hours based upon assigned work schedule in a work day or over eighty (80) hours in any pay period shall be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay. Overtime shall be prior approved by the Director or his designee unless an emergency exists that

requires immediate response. **For the remainder of calendar year 2008**, the bargaining unit member shall select payment for overtime or choose to take overtime as compensatory time.

For the remainder of 2008, compensatory time shall be limited to a maximum of sixty (60) hours of accumulated but unused compensatory times. **As of December 31, 2008 all unused compensatory time shall be cashed out.**

Any bargaining unit member requesting compensatory time shall give a seventy-two (72) hour notice to the date requested. This time limit may be waived by exigent circumstances.

Personal Leave Days

Effective January 1, 2009 compensatory time shall be replaced with the addition of three (3) guaranteed personal days off per year for each full-time employee. All compensatory leave balances in existence on December 31, 2008 shall be cashed out by the Employer and paid to the respective employees. Said personal days shall be issued every January and may be scheduled with a minimum of seventy-two (72) hours notice prior to the date requested, except in exigent circumstances in which the notice may be waived. Employees may cash in their unused personal leave days during the calendar year in which they are issued. All unused personal days will expire on December 31st of each calendar year. This benefit shall be prorated for new hires every four (4) months.

Modify Section 6 as follows:

SECTION 6. Employees scheduled for stand-by status shall earn a stand-by supplement of **twenty-four (\$24) per day, effective July 1, 2008.** Stand-by schedule shall be implemented through labor management agreement. Included in scheduling for stand-by will be both full and part-time bargaining unit employees. **Employees scheduled and paid for standby status shall be free to use their time as they please, but in order to receive the standby pay supplement employees must be readily available to report to work when directed in as short a time as is reasonably possible.**

ISSUE 2: ARTICLE 21 Vacations

Union Position

See UPS.

Employer Position

See EPS.

DISCUSSION

The Union is seeking to increase the number of vacation weeks to six (6) weeks for employees who have reached twenty-one (21) years of service. Under Section 2 of this article the Union is seeking a language modification to shorten the time for approval of vacation of more than one (1) day. The Employer is seeking modification in language that will clarify the number of hours included in a one week vacation. The Employer rejects any improvement in vacation time for employees with twenty-one (21) or more years of service and wants to maintain the same notification period for vacation requests as is currently contained in Section 2 of this article. Both parties agree on modifications made during mediation to Section 4 of this Article that changes the date for vacation selection. The amount of vacation time in Section 1 appears to be competitive with other like jurisdictions based upon the experience of this neutral and the data presented. It is also noted that in Section 2 an employee may have the time limits waived for vacation requests of more than one day. There was insufficient evidence to demonstrate that this safety value has been unreasonably administered in denying short-notice vacation requests. There was also insufficient evidence in support of the Employer's proposal to depart from current language that ties vacation weeks to work schedules and to make all weeks of vacation uniform in terms of hours.

RECOMMENDATIONS:

Maintain current language.

ISSUE 3: ARTICLE 22 Holidays

Union Position

See UPS.

Employer Position

See EPS.

DISCUSSION

The Employer is proposing to clarify Section 4 as to the work requirement before and after the holiday. The Union is seeking to clarify Section 1 to celebrate holidays on the actual day of the holiday. During mediation the Employer agreed to this change. The Union also is seeking a modification in Section 4 to limit the day after work requirement to less than forty-eight (48) hours. The Union also proposes a new Section 6 that allows an employee the option of selecting a holiday or converting holiday time to compensatory time. The Employer is seeking to eliminate compensatory time and is opposed to this addition. The language proposed by the Employer is more commonplace in collective bargaining agreements as an approach that discourages employees from improperly extending holiday time by calling off work before and/or after a holiday. The Employer's proposed language is subject to more than one interpretation. During the hearing the Employer clarified the intent of its proposal to address only scheduled work days before and after the holiday. The current language only places this requirement on working the next scheduled work day after the holiday.

RECOMMENDATIONS:

Modify Article 22 as follows:

SECTION 1 All full-time employees shall be entitled to eight (8) hours of holiday pay. Holidays shall be celebrated on the actual day of the holiday.

SECTIONS 2, 3 Maintain current language.

SECTIONS 4 To receive holiday pay, an employee must work his/her last scheduled work day before the holiday and his/her next scheduled work day following the holiday.

SECTION 5 Maintain current language.

ISSUE 4: ARTICLE 27 Wages

Union Position

See UPS.

Employer Position

See EPS.

DISCUSSION

The Employer is proposing a 2.5% increase each year of the Agreement, contingent upon the elimination of twelve (12) hour shifts and a return to a schedule of five (5) eight (8) hour shifts per week. The Union proposes increases of 5%, 4%, and 4% during each successive year of the Agreement. The Employer proposes the continuation of current language regarding longevity pay, while the Union proposes a new longevity system that increases with years of service and converts pay into cents per hour. During the past five years employees of Belmont County have received 3% raises each year. (See Emp Exh.H). It is also noted that with the bargaining unit's current schedule of 36/44 employees have built in overtime. The Union's proposal to convert the lump sum payment of overtime to cents per hour is persuasive due to the fact it is part of an employee's compensation and it will increase pay for other paid benefits, including overtime. However, an increase in longevity at this time was not justified by the facts. The Employer's first year proposal seriously deviates from the history of wage increases between the parties. It claims, as previously stated, that the cost of maintaining twelve (12) hour shifts, which it proposes to eliminate, is 2.5% above what would be the cost for a traditional eight (8) hours per day schedule. The Union, while not refuting the additional costs associated with twelve (12) hour shifts, is adamantly opposed to eliminating twelve (12) hour shifts, and asserts that the bargaining unit should not have to accept substandard wage increases throughout the life of the Agreement because of a more costly twelve (12) hour schedule. When all things are considered, the option of eliminating twelve (12) hour shifts is not justified by the evidence, but considering the built-in overtime associated with the twelve (12) hour schedule, a one time economic offset is supported by the facts. However, employees who have a twelve (12) hour schedule should not have to experience substandard wage increases beyond the one time adjustment.

RECOMMENDATIONS:

Retroactive to the first full pay period in January, 2008 wage rates shall be increased by .5%

Effective with the first full pay period in January, 2009 wage rates shall be increased by 3.0%

Effective with the first full pay period in January, 2010 wage rates shall be increased by 3.0%

Effective with the first full pay period in January, 2009 longevity shall be converted from a lump sum payment to an hourly rate of pay and shall be added to each employee's rate of pay. The conversion is as follows:

Five (5) completed years of service: .14 cents per hour

Ten (10) completed years of service: .24 cents per hour

ISSUE 5: ARTICLE 35 Duration

Union Position

See UPS.

Employer Position

See EPS.

DISCUSSION

During the hearing the parties agreed on the duration of the agreement.

RECOMMENDATIONS:

A three (3) year agreement is recommended with a duration of January 1, 2008 through December 31, 2010.

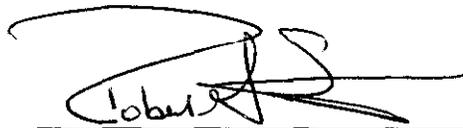
Tentative Agreements Reached in Mediation

In addition to the above, the parties agreed upon the Employer's submission of language related to part-time employment, the continuation of the current hospitalization plan, changes in the sick leave Article 16, Changes in Article 17 Hours of Work, changes in Article 8, Corrective Action (See Appendix A, B).

TENTATIVE AGREEMENT

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues. These tentative agreements and any current language recommended to remain unchanged or not addressed in this report are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 28th day of May 2008 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read 'Robert G. Stein', written over a horizontal line.

Robert G. Stein, Fact-finder

APPENDICES A AND B

**AGREED UPON ISSUES RESOLVED IN MEDIATION
APRIL 4, 2008**

Appendix A

Issues Agreed Upon April 4, 2008.

Article 8 - Corrective Action- Section 4(G) - Change "Step 3" to "Step 2"

Article 16 - Sick leave - Section 5(A) - add "where employee's presence is medically necessary"; Keep Incentive Plan

Article 17 - Hours of Work - Section 17.1 change "work" to "pay"; Keep 36/44 schedule

Article 26 - Hospitalization - retain existing language

New Part-time Employee Scheduling- as proposed (See Appendix B)

Appendix B

NEW ARTICLE PART-TIME EMPLOYEE SCHEDULING

SECTION 1. One (1) calendar week prior to the beginning of the next pay period, each part-time employee must submit a two (2) week list of days available to work. An attempt will be made to schedule each part-time employee a minimum of eight (8) or twelve (12) hours per week depending on the scheduling priorities of the Agency. The hours of work scheduled per part time employee may vary based on operational requirements.

SECTION 2. A part-time employee must timely provide availability and actually work a minimum of two (2) days or twenty four (24) hours a month, unless these requirements are waived for the employee on a month by month basis at the sole discretion of the Director. Employees who fail to abide by these provisions shall be considered to have voluntarily resigned their working relationship with Belmont County 911.

SECTION 3. When approached to work to fill vacant shift in the schedule, a part-time employee may refuse no more than two (2) times per calendar month. If the number of refusals exceeds the above stated amount, the employee shall be considered to have voluntarily resigned their working relationship with Belmont County 911. In addition, a part-time employee must respond and accept or reject the Employer's request to work within twenty (20) minutes of the Employer's request. Part time employees accepting a request to work will report as directed, or in as short of a time period as is reasonably possible. Failure to timely respond or timely report will be considered a refusal to work and applied to the employee's monthly count.

Family emergencies, other employment requirements, or other extenuating circumstances, as deemed reasonable by the Director, shall excuse a part time employee from being assigned to the open shift. It is the responsibility of the employee to timely submit adequate documentation of said excuses to the Director.

Notice of resignations of part time employees pursuant to the above will be sent to the employee's last known address, and a copy provided to the local FOP/OLC President or designee.

SECTION 4. The parties agree, six (6) calendar months following implementation of this article, to meet utilizing the Labor Management Committee and discuss the application of this article.

UNION'S PRE-HEARING STATEMENT (UPS)

FACT-FINDING HEARING

FRIDAY, APRIL 5, 2008

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.

AND

BELMONT COUNTY 911

UNION PRE-HEARING STATEMENT

FOR

CASE #2007-MED-99-0998

**(BELMONT COUNTY 911 DISPATCHERS)
(BELMONT COUNTY 911 SUPERVISORS)**

**Patrick J. Daugherty, Sr.
Senior Staff Representative
FOP/OLC, Inc.
2721 Manchester Road
Akron, OH 44319-1020
(330) 753-7080**

BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

FRATERNAL ORDER OF POLICE,

OHIO LABOR COUNCIL, INC.

CASE NO. #2007-MED-09-0998

AND

BELMONT COUNTY 911

BELMONT COUNTY, OHIO

**FACT-FINDING PRE-HEARING STATEMENT OF THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL, INC.**

Bargaining Unit - approximately 14

Employer - Belmont County 911

TA's Extension Agreement

Article 1	Preamble/purpose
Article 3	Dues Deduction
Article 4	FOP/OLC Representation
Article 5	Management Rights
Article 9	Rules and Regulations
Article 10	Labor-Management Committee
Article 12	Bulletin Boards/Miscellaneous
Article 14	Layoff and Recall
Article 19	Report-in and Call-in Work
Article 20	Training
Article 23	Health and Safety
Article 24	Uniform Allowance
Article 25	Professional Liability Insurance
Article 28	Severability
Article 29	Waiver in Case of Emergency
Article 30	No Strike/No Lockout
Article 31	Copies of Agreement
Article 32	Past Practice
Article 34	Drug/Alcohol Testing

UNRESOLVED ISSUES:

ISSUE 1: Article 18 – Overtime and Compensatory Time

ISSUE 2: Article 21 – Vacations

ISSUE 3: Article 22 – Holidays

ISSUE 4: Article 27 – Wages

ISSUE 5: Article 36 – Duration of Agreement

SUMMARY STATEMENT

The FOP petitions the Fact-Finder to incorporate articles or sections of articles tentatively agreed to by both parties into his findings. The FOP also petitions the Fact-Finder to consider the FOP's proposals and positions on the unresolved issues.

Submitted for the Fact-Finder's consideration this 1st day of April, 2008.



Patrick J. Daugherty, Sr.
Senior Staff Representative
FOP/Ohio Labor Council, Inc.

CERTIFICATION OF SERVICE

The undersigned hereby certifies that a true copy of this Fact-Finding Pre-Hearing Statement was sent by priority U.S. Mail to Mr. Robert G. Stein, Fact-Finder, 265 W. Main Street, Suite #102, Kent, OH 44240, and to Mr. Kenneth Edsell, Clemans, Nelson & Associates, Inc., 6500 Emerald Pkwy., Suite #100, Dublin, OH 43016-6235 representing Belmont County Commissioners.

On this 1st day of April, 2008.



Patrick J. Daugherty, Sr.
Senior Staff Representative
FOP/Ohio Labor Council, Inc.

FOP
UNRESOLVED
ISSUES

Article 18 – Overtime and Compensatory Time

SECTION 6. Employees scheduled for stand-by status shall earn a stand-by supplement of ~~\$20.00~~ (twenty dollars) **twenty five dollars (\$25.) per weekday, thirty five dollars (\$35.) weekends (i.e. Saturday and Sunday), fifty dollars (\$50.) on celebrated holidays.** Stand-by schedule shall be implemented through labor management agreement. Included in scheduling for stand-by will be both full and part time bargaining unit employees.

Date submitted: _____

T.A. Date: _____

Employer

Union

ARTICLE 21

VACATIONS

SECTION 1. All full-time employees shall earn vacation leave with pay as follows:

<u>Length of Service</u>	<u># of Weeks</u>	<u>Hourly Equivalent</u>
Less than 1 (1) year	0	0
One (1) year to five (5) years	2	80
Six (6) years to ten (10) years	3	120
Eleven (11) to fifteen (15) years	4	160
Sixteen (16) years to twenty (20) years	5	200
Twenty one (21) years	6	240

Such vacation leave shall be accrued to employees at the following rates:

<u>Vacation Accrued</u>	<u>Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

SECTION 2. Each employee entitled to vacation will schedule at least one week of vacation on consecutive days. One week shall consist of a minimum of 36 (thirty-six) hours or 44 (forty-four) hours, according to their assigned work schedule. Upon scheduling of at least one (1) week, the balance of any vacation may be taken in increments of one (1) day. An employee shall have the right to take vacations according to his seniority, and in accordance with the selection procedure of Sections 3 and 4 of this Article.

SECTION 3. An employee requesting a one (1) day non-scheduled vacation, must submit his request and receive approval by the Director or his designee at least three (3) work days prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted and approved ~~five (5)~~ **three (3)** workdays prior to the commencement of such leave. **Any vacation request made under this section shall be after all employees have made their full weeks vacation selection under Section 4, of this article.** Time limits may be waived under exigent circumstances by the Director or his designee.

SECTION 4. The order of the members selecting a vacation shall be by seniority full-time employees have first choice. In order to be granted preference by seniority hereunder, requested vacation time must be submitted to the Director or his designee in writing no sooner than ~~January 1st (first) or later than March 1st (first) of each year.~~ **November 1st and no later than December 31st.** Vacation requests and/or changes submitted after March 1st (first) shall be scheduled on a first come, first served basis. Vacation leave will only be authorized for one (1) employee per shift and no more that two (2) for the agency.

SECTION 5. The Employee may accumulate vacation from year to year, not to exceed three (3) years accrual rate.

SECTION 6. Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

SECTION 7. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

SECTION 8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

Date submitted: _____

T.A. Date: _____

Employer

Union

ARTICLE 22

HOLIDAYS

SECTION 1. All full-time employees shall be entitled to eight (8) hours of holiday pay. ~~for each of the following holidays:~~ **Holidays shall be celebrated on the actual day of the holiday.** *ok*

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- General Election Day 4 hours

The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday.

SECTION 2. An employee required to work on any of the holidays listed in Section 1 above, shall be entitled to pay for such time worked at one and one-half (1½) times his regular base rate of pay.

SECTION 3. Employees reporting off sick on a scheduled duty day, which is a holiday, shall be charged eight (8) hours sick leave in lieu of holiday pay.

SECTION 4. To receive holiday pay, an employee must work his scheduled **work** day after the holiday. **Providing the next scheduled work day is less than 48 hours of the holiday.**

SECTION 5. A part-time employee required to work on a holiday shall be paid eight (8) hours for said holiday plus time and one-half his/her regular base rate of pay for all hours worked.

SECTION 6. The employee may select holiday pay when working on the actual holiday or choose to take the eight (8) hours of holiday time as compensatory time.

Date submitted: _____

Date T.A.: _____

Employer

Union

F. R. P.

ARTICLE 27

WAGES

SECTION 1.

Effective January 1, 2008

	Supervisors	Dispatcher 1	Dispatcher 2
<u>5%</u>		0 to 1 year	Completion of 1 year
Hourly	\$14.20	\$13.00	\$13.39
Bi-Weekly	\$1,135.70	\$1,040.00	\$1,071.00
Annual	\$29,527.70	\$27,040.00	\$27,846.00

4%

Effective January 1, 2009

Hourly	\$14.77	\$13.65	\$13.92
Bi-Weekly	\$1,181.44	\$1,092.00	\$1,114.00
Annual	\$30,717.44	\$28,392.00	\$28,965.00

Effective January 1, 2010

Hourly	\$15.35	\$14.20	\$14.48
Bi-Weekly	\$1,229.00	\$1,136.00	\$1,158.00
Annual	\$31,950.00	\$29,528.00	\$30,112.00

Dispatcher 1 shall move to the Dispatcher 2's pay scale on the completion of one year based on his/her hiring date as a ~~full-time~~ dispatcher.

SECTION 2. Any dispatcher working as a supervisor shall receive the supervisor's rate of pay for all hours worked as a supervisor.

SECTION 3. ~~All full-time bargaining unit members shall receive a longevity pay in the month of December each year of this Agreement as follows:~~

~~5 completed years of service ————— \$300~~
~~10 completed years of service ————— \$500~~

SECTION 3 Bargaining Unit Members have completed five (5) years or more of service shall receive a longevity supplement in accordance with the sliding scale. This supplement shall be calculated and paid with each paycheck. A cap of thirty (30) years of service shall apply. All part time service worked shall be pro-rated into the calculations of service for time worked.

5yrs	6yrs	7yrs	8yrs	9yrs
.15	.20	.25	.30	.35
10yrs	11yrs	12yrs	13yrs	14yrs
.40	.45	.50	.55	.60
15yrs	16yrs	17yrs	18yrs	19yrs
.65	.70	.75	.80	.85
20yrs	21yrs	22yrs	23yrs	24yrs
.90	.95	1.00	1.05	1.10
25yrs	26yrs	27yrs	28yrs	29yrs
1.15	1.20	1.25	1.30	1.35
30yrs				
1.40				

ARTICLE 36

DURATION OF AGREEMENT

SECTION 1.

- A. This Agreement shall be effective as of January 1, 2008 and shall remain in full force and effect until December 31, 2010 unless otherwise terminated as provided herein.
- ~~B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. OHIO LABOR COUNCIL and all prior Agreements, either oral or written, are hereby canceled.~~
- C.B. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.

Date Submitted: _____

Date T.A.: _____

Employer

Union

EMPLOYER'S PRE-HEARING STATEMENT (EPS)



CONSULTANTS TO MANAGEMENT

April 1, 2008

Robert G. Stein
Fact Finder
265 W. Main Street, Suite 102
Kent, OH 44240

RE: Belmont County 911 and FOP/OLC, Inc.
SERB Case Nos. 2007-MED-09-0998; 2007-MED-09-0999

Dear Mr. Stein:

Pursuant to Ohio Administrative Code Rule 4117-9-05(F), the following information is being supplied by the Belmont County 911:

1. Belmont County 911
Robyn Marshall, Director
P.O. Box 58
68331 Bannock Road
St. Clairsville, OH 43950
(740) 695-9140

Principal Representatives:

Kenneth L. Edsall
Clemans, Nelson & Associates, Inc.
6500 Emerald Parkway, Suite 100
Dublin OH 43016
(614) 923-7700

2. The bargaining units are composed of full-time dispatchers and shift supervisors as defined by the certification of each bargaining unit by SERB in Case Nos. 01-REP-02-0035 and 02-REP-09-0191. There are approximately 15 bargaining unit employees.

OVER A QUARTER-CENTURY OF SERVICE TO EMPLOYERS
6500 EMERALD PARKWAY, SUITE 100 • DUBLIN, OHIO 43016-6235 • 614-923-7700 • FAX 614-923-7707
OFFICES IN: COLUMBUS • AKRON • CINCINNATI • ELYRIA • LIMA
www.clemansnelson.com

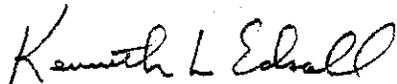
Robert G. Stein
Fact Finder
Page 2
April 1, 2008

3. A copy of the current collective bargaining agreement is attached.
4. The Employer's Position on each outstanding issue is attached.

The fact-finding hearing is scheduled for 10:00 a.m. Friday, April 4, 2008, in the conference room of the office of Belmont County 911.

Respectfully submitted,

CLEMANS, NELSON & ASSOCIATES, INC.



Kenneth L. Edsall
Regional Supervisor
Representing the Employer
The Belmont County 911

KLE:jr
Attachments

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document was sent overnight by UPS, and by FACSIMILE, to Tara Crawford, FOP/OLC, 222 E. Town Street, Columbus, OH 43215, (614) 224-5775 and Pat Daugherty, FOP/OLC, 2721 Manchester Road, Akron, OH 44319, (330) 753-8955; and sent overnight by UPS, and by FACSIMILE, to Robert G. Stein, Fact Finder, 265 W. Main Street, Suite 102, Kent, OH 44240, (330) 676-1199 this 2nd day of April, 2008.



Kenneth L. Edsall

(FULL-TIME/PART-TIME)

ARTICLE 8
CORRECTIVE ACTION

SECTION 1. No employee shall be disciplined or discharged except for just cause.

SECTION 2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. ~~Progressive discipline shall normally consist of~~ **Examples include** an oral warning, written reprimand, short-term suspension, ~~and either~~ a long term suspension, ~~or demotion, prior to~~ **or** discharge.
- B. Progressive discipline shall take into account the nature of a similar violation or the employee's record of discipline for previous gross misconduct.
- C. The Employer agrees a pre-disciplinary hearing shall take place prior to any discharge or suspension. This hearing is to be held between the Employer ~~or~~ **or** the employee, and their representatives ~~before a neutral party.~~ However, no prior hearing is required to temporarily suspend the employee in cases where the employee is charged with ~~one of the following: gross insubordination, dishonesty, fighting, drunkenness, or being under the influence of alcohol or illegal drugs which may be verified by a voluntary sobriety test or medical examination~~ **serious misconduct**. In such cases, the Employer shall suspend the employee with pay, pending disposition of the pre-disciplinary hearing.

SECTION 3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 4. All disciplinary investigations shall be conducted in accordance with the provisions of this Article.

- A. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisor. However, prior to an employee being asked questions during an internal non-criminal investigation, which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have F.O.P., Ohio Labor Council representation.

CORRECTIVE ACTION (continued)

The F.O.P., Ohio Labor Council representation shall be the Union Associate for the employee's bargaining unit, if no F.O.P., Ohio Labor Council representative is available within a reasonable period of time.

- B. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at the overtime rate of pay for any time the employee arrives at the work site or any other facility that the questioning may be conducted, until such time he or she is released to off duty status.
- C. Any employee who refuses to answer questions may be charged with insubordination, only after receiving at least one warning that his continued refusal to answer questions may lead to disciplinary action and being read his "Garrity Rights"
- D. No polygraph or truth verification test may be administered without the voluntary consent of the employee.
- E. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.
- F. Prior to any suspension without pay or termination of an employee, the employee will be afforded seventy two hour (72) notice of the charges against him and an opportunity to review the evidence against him, and cross examining any witnesses against him prior to responding in his own defense. An employee shall have an F.O.P., Ohio Labor Council representative and/or attorney to assist him in responding to the charges at a disciplinary hearing before a decision is made for a suspension without pay or termination.

CORRECTIVE ACTION (continued)

G. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. If the affected employee is in disagreement with the action taken by the Employer, he may file a grievance at step 3 ~~(arbitration)~~ in accordance with the grievance procedure contained in this Agreement. Such grievance shall be filed within fourteen (14) calendar days.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

(FULL-TIME)

ARTICLE 16
SICK LEAVE

SECTION 1. All employees shall receive sick leave credit at the rate of 4.6 hours per eighty (80) hours of active pay status, but not during leaves of unpaid absence or layoffs.

SECTION 2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

SECTION 3. The unused sick leave of an employee shall accumulate without limit.

SECTION 4. Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

- A. All employees must notify the shift supervisor on duty at the communications center in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.
- B. No sick leave ~~in excess~~ of three (3) ~~or more~~ consecutive days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification, if the employee is under treatment by a physician. Any employee off sick ~~more than~~ three (3) ~~or more~~ consecutive scheduled work days will be required to present a return to work from a licensed physician before returning to work.
- C. All employees having any serious contagious disease in their families shall immediately notify their shift supervisor and shall not report to work until released to do so by the proper authority.
- D. Where sick leave is requested to care for a member of the immediate family for ~~in excess of~~ three (3) ~~or more~~ consecutive days, and the family member is under treatment by a physician, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family for sick leave purposes shall consist of: parents, grandparents, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, or any legal guardian or other person(s) who stands in place of a parent.

SICK LEAVE (continued)

- E. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.
- F. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.
- G. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

SECTION 5. Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

- A. Illness or injury of the employee or a member of his/her immediate family ~~where the employee's presence is medically necessary.~~
- B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

SECTION 6. If at any time the shift supervisor detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern, the employee will be referred to the Director.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

SICK LEAVE (continued)

SECTION 7. An employee with ten years of service, at the time of retirement from active service with the county, may elect to be paid in cash for one-fourth of the value of his/her earned but unused sick leave credit up to a maximum of one hundred twenty (120) days. The maximum of such payment shall not exceed two hundred and forty (240) hours, thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

SECTION 8. As an incentive for employees not to abuse sick leave, the Employer and the Union agree to implement the following incentive program

For each six month period of the contract, employees will be rewarded for not using sick leave during that period. Employees will be awarded personal days to be taken at the employee's discretion within six months of the day awarded and manpower permitting as determined by the employee's supervisor.

Personal days shall be awarded as follows:

Sick Leave Used	Personal Days Awarded
1 Shift or 10 hours less	2 personal days
2 Shifts or 20 hours or less	1 personal day

Personal leave is non-accumulative.

The use of personal days shall be submitted and approved by the Director or his designee seventy-two (72) hours prior to the requested time off.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

(PART-TIME)

ARTICLE 16-B
SICK LEAVE

~~Note: Retain existing language except adjust if necessary to conform with any agreements or changes made to Article 16A.~~

SECTION 1. All employees shall receive sick leave credit at the rate of .0575 per hour worked, but not during leaves of unpaid absence or layoffs.

SECTION 2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

SECTION 3. The unused sick leave of an employee shall accumulate without limit.

SECTION 4. Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

- A. All employees must notify the shift supervisor on duty at the communications center in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.
- B. All employees having any serious contagious disease in their families shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.
- C. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.
- D. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician - selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.

SICK LEAVE (B) (continued)

- E. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

SECTION 5. Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

- A. Illness or injury of the employee or a member of his/her immediate family.
- B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

SECTION 6. If at any time the shift supervisor or supervisor detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern the employee will be referred to the director.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

(FULL-TIME)

ARTICLE 17-A
HOURS OF WORK

SECTION 1. The standard ~~work~~ ~~pay~~ period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours. The workweek shall be computed between 8:01 a.m. on Sunday of each calendar week and at 08:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, ~~or twelve (12) consecutive hours~~ beginning at the start of the employee's shift.

SECTION 2. Active pay status shall include all scheduled work hours, as well as, all hours while on approved sick leave, holidays, personal days, vacation and compensatory time.

SECTION 3. In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

SECTION 4. Monthly changes of shift does not constitute an overtime situation as long as there is a minimum of eight (8) hours between shifts.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

(PART-TIME)

ARTICLE 17-B
HOURS OF WORK

Note: Retain existing language except adjust if necessary to conform with any agreements or changes made to Article 17-A

SECTION 1. The work period shall be computed between 8:01 a.m. on Sunday of each calendar week and at 8:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

SECTION 2. Active pay status shall include all scheduled work hours.

SECTION 3. In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

ARTICLE 18
OVERTIME/COMPENSATORY TIME

SECTION 1. Bargaining unit members shall be compensated at straight time for all hours in paid status, except that any hours in excess of eight (8) hours ~~or twelve (12) hours~~ based on assigned work schedule in a work day or over ~~eighty (80)~~ ~~forty (40)~~ hours in any pay ~~week~~ period shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay. Overtime shall be prior approved by the Director, or his designee unless an emergency exists that requires immediate response. ~~The bargaining unit member shall select payment for overtime or choose to take the overtime as compensatory time.~~

~~Compensatory time shall be limited to a maximum of sixty (60) hours of accumulated but unused compensatory times.~~

~~Any bargaining unit member requesting compensatory time shall give a seventy two (72) hour notice prior to the date requested. This time limit may be waived by exigent circumstances.~~

SECTION 2. The Employer shall equally distribute overtime opportunities to the Shift Supervisors. The Shift Supervisors have the right of first refusal for overtime opportunities in that classification. Should all Shift Supervisors refuse, the full-time and part-time employees will be offered to work in compliance with their collective bargaining agreement. If all full-time and part-time employees refuse ~~and the opportunity is not filled by other means~~, then a Shift Supervisor will be mandated in inverse order by seniority in their classification

The Employer shall equally distribute overtime opportunities among qualified employees in each classification with the full time employees currently having right of first refusal for overtime opportunities in that classification.

In the event no one accepts an overtime assignment offered ~~and the overtime is not filled by other means~~, the overtime will be assigned in inverse order of seniority within the unit, rotating upward after each ordered assignment among employees

SECTION 3. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time, unless overtime has been approved by the Employer.

SECTION 4. There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

OVERTIME/COMPENSATORY TIME (continued)

SECTION 5. If a bargaining unit member's days off abut his/her vacation days, they shall not be subject to a mandatory call in.

SECTION 6. Employees scheduled for stand-by status shall earn a stand-by supplement of \$20.00 (twenty dollars) per day. Stand-by schedule shall be implemented through labor management agreement. Included in scheduling for stand-by will be both full and part-time bargaining unit employees. ~~Employees scheduled and paid for standby status shall be free to use their time as he or she pleases, but in order to receive the standby supplement the employee must be readily available and to report when directed in as short a time period as is reasonably possible.~~

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

ARTICLE 21
VACATIONS

SECTION 1. All full-time employees shall earn vacation leave with pay as follows:

<u>Length of Service</u>	<u># of Weeks</u>	<u>Hourly Equivalent</u>
Less than 1 (1) year	0	0
One (1) year to five (5) years	2	80
Six (6) years to ten (10) years	3	120
Eleven (11) to fifteen (15) years	4	160
Sixteen (16) years to twenty (20) years	5	200

Such vacation leave shall be accrued to employees at the following rates:

<u>Vacation Accrued</u>	<u>Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

SECTION 2. Each employee entitled to vacation will schedule at least one week of vacation on consecutive days. One week shall consist of a minimum of ~~36 (thirty-six) hours or 44 (forty-four) hours~~ **40** hours, according to their assigned work schedule. Upon scheduling of at least one (1) week, the balance of any vacation may be taken in increments of one (1) day. An employee shall have the right to take vacations according to his seniority, and in accordance with the selection procedure of Sections 3 and 4 of this Article.

SECTION 3. An employee requesting a one (1) day non-scheduled vacation, must submit his request and receive approval by the Director or his designee at least three (3) work days prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted and approved five (5) workdays prior to the commencement of such leave. Time limits may be waived under exigent circumstances by the Director or his designee.

SECTION 4. The order of the members selecting a vacation shall be by seniority full-time employees have first choice. In order to be granted preference by seniority

VACATIONS (continued)

hereunder, requested vacation time must be submitted to the Director or his designee in writing no sooner than January 1st (first) or later than March 1st (first) of each year. Vacation requests and/or changes submitted after March 1st (first) shall be scheduled on a first come, first served basis. Vacation leave will only be authorized for one (1) employee per shift and no more than two (2) for the agency.

SECTION 5. The Employee may accumulate vacation from year to year, not to exceed three (3) years accrual rate.

SECTION 6. Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

SECTION 7. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

SECTION 8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

ARTICLE 22
HOLIDAYS

SECTION 1. All full-time employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	General Election Day 4 hours
Labor Day	

The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday.

SECTION 2. An employee required to work on any of the holidays listed in Section 1 above, shall be entitled to pay for such time worked at one and one-half (1½) times his regular base rate of pay.

SECTION 3. Employees reporting off sick on a scheduled duty day, which is a holiday, shall be charged eight (8) hours sick leave in lieu of holiday pay.

SECTION 4. To receive holiday pay, an employee must work ~~if scheduled, the calendar~~ his scheduled day ~~immediately before and~~ after the holiday.

SECTION 5. A part-time employee required to work on a holiday shall be paid eight (8) hours for said holiday plus time and one-half his/her regular base rate of pay for all hours worked.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

(FULL-TIME)

ARTICLE 26
HOSPITALIZATION AND MAJOR MEDICAL

SECTION 1. The Employer agrees to maintain any medical insurance programs implemented by the County Commissioners each medical program contract year during the life of this Agreement.

SECTION 2. The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract. In addition, any increases in current benefits implemented by the Board of Belmont County Commissioners will automatically apply in the term of this Agreement.

SECTION 3. All employees shall pay, through payroll deduction, twelve (12%) percent of their insurance premiums during the life of this Agreement, not to exceed a maximum of ninety-five dollars (\$95.00) per month the first year of the contract, one hundred dollars (\$100.00) per month the second year of the contract and one hundred and five dollars (\$105.00) per month the third year of the contract.

SECTION 4. Belmont County provides all eligible full-time employees under the age of 65, life insurance protection of \$15,000.00. Also, accidental death and dismemberment (AD&D) coverage of \$15,000.00 is provided. Benefits reduce at age 67 to \$10,500.00 and reduce again at age 70 to \$7,500.00.

SECTION 5. An employee may opt to waive the insurance coverage provided by the County. An employee will be paid in accordance with the Belmont County Personalized Employee Plan. Each employee who waives hospitalization will receive \$750.00 annually to be paid quarterly.

The employee shall be required to provide a proof of Insurance (hospitalization) to the Employer before the opt out benefit is agreed to.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

ARTICLE 27
WAGES

SECTION 1.

Effective ~~January 1, 2005~~ ~~upon agreement by both parties~~

	Supervisors	Dispatcher 1 0 to 1 year	Dispatcher 2 Completion of 1 year
Hourly	\$ 12.74 13.86	\$ 11.67 12.69	\$ 12.02 13.07
Bi-Weekly	\$ 1,019.29 1,108.80	\$ 933.60 1,015.20	\$ 961.61 1,045.50
Annual	\$ 26,501.48 28,828.80	\$ 24,274.00 26,395.20	\$ 25,002.00 27,183.00

Effective ~~January 1, 2006~~ ~~the first day of the first full pay period following the first anniversary of the Agreement~~

Hourly	\$ 13.12 14.21	\$ 12.02 13.01	\$ 12.38 13.40
Bi-Weekly	\$ 1,050.00 1,136.80	\$ 961.61 1,040.80	\$ 990.46 1,072.00
Annual	\$ 27,296.52 29,556.80	\$ 25,002.00 27,060.80	\$ 25,751.00 27,872.00

Effective ~~January 1, 2007~~ ~~the first day of the first full pay period following the second anniversary of the Agreement~~

Hourly	\$ 13.52 14.57	\$ 12.38 13.31	\$ 12.75 13.74
Bi-Weekly	\$ 1,081.36 1,165.60	\$ 990.46 1,067.20	\$ 1,020.00 1,099.20
Annual	\$ 28,115.42 30,305.60	\$ 25,751.00 27,747.20	\$ 26,250.00 28,579.20

Dispatcher 1 shall move to the Dispatcher 2's pay scale on the completion of one year based on his/her hiring date as a full-time dispatcher.

SECTION 2. Any dispatcher working as a supervisor shall receive the supervisor's rate of pay for all hours worked as a supervisor.

WAGES (continued)

SECTION 3. All full-time bargaining unit members shall receive a longevity pay in the month of December each year of this Agreement as follows:

Five (5) completed years of service	\$300
Ten (10) completed years of service	\$500

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

(FULL-TIME/PART-TIME)

ARTICLE 35
DURATION OF AGREEMENT

SECTION 1.

- A. This Agreement shall be effective as of ~~January 1, 2005~~ ~~from ratification by both parties~~ and shall remain in full force and effect ~~until December 31, 2007 for three (3) years~~ unless otherwise terminated as provided herein.
- B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. OHIO LABOR COUNCIL and all prior Agreements, either oral or written, are hereby canceled.
- C. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____

NEW ARTICLE
PART-TIME EMPLOYEE SCHEDULING

SECTION 1. One (1) calendar week prior to the beginning of the next pay period, each part-time employee must submit a two (2) week list of days available to work. An attempt will be made to schedule each part-time employee a minimum of eight (8) or twelve (12) hours per week depending on the scheduling priorities of the Agency. The hours of work scheduled per part time employee may vary based on operational requirements.

SECTION 2. A part-time employee must timely provide availability and actually work a minimum of two (2) days or twenty four (24) hours a month, unless these requirements are waived for the employee on a month by month basis at the sole discretion of the Director. Employees who fail to abide by these provisions shall be considered to have voluntarily resigned their working relationship with Belmont County 911.

SECTION 3. When approached to work to fill vacant shift in the schedule, a part-time employee may refuse no more than two (2) times per calendar month. If the number of refusals exceeds the above stated amount, the employee shall be considered to have voluntarily resigned their working relationship with Belmont County 911. In addition, a part-time employee must respond and accept or reject the Employer's request to work within twenty (20) minutes of the Employer's request. Part time employees accepting a request to work will report as directed, or in as short of a time period as is reasonably possible. Failure to timely respond or timely report will be considered a refusal to work and applied to the employee's monthly count.

Family emergencies, other employment requirements, or other extenuating circumstances, as deemed reasonable by the Director, shall excuse a part time employee from being assigned to the open shift. It is the responsibility of the employee to timely submit adequate documentation of said excuses to the Director.

Notice of resignations of part time employees pursuant to the above will be sent to the employee's last known address, and a copy provided to the local FOP/OLC President or designee.

SECTION 4. The parties agree, six (6) calendar months following implementation of this article, to meet utilizing the Labor Management Committee and discuss the application of this article.

(Signature lines on following page)

PART-TIME EMPLOYEE SCHEDULING (continued)

FOR THE EMPLOYER

FOR THE UNION

Date Submitted: _____

Date Signed: _____