

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

Warren County Dispatch Association, : Case No. 14-MED-09-1314
: Employee Organization, :
and :
Warren County Commissioners, : CONCILIATION AWARD
: Employer. :

MELVIN E. FEINBERG, CONCILIATOR

APPEARANCES:

FOR THE EMPLOYER:

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CONCILIATION AWARD

This matter concerns the conciliation proceedings between the Warren County Dispatcher Association (WCDA) and the Warren County Board of Commissioners (Commissioners). The undersigned was selected by the parties to serve as the Conciliator in this matter. The parties had previously engaged in substantial negotiations, mediation and fact-finding. The Commissioners rejected the fact-finding report. Prior to conciliation, pursuant to SERB rules, the parties timely submitted their pre-hearing statements detailing the outstanding issues. Subsequent to these submissions, the parties mutually agreed to allow each to revise their positions on the issues. There were seven unresolved issues. These include hours of work, shift bidding (days off), wages, shift differential, sick leave, health insurance, and duration.

BACKGROUND

The Employer recognized the Association as the sole and exclusive representative for all employees included in the following bargaining unit involved herein:

All Emergency Communications Officers and Call-Takers employed by Warren County, Ohio.

There are approximately 29 Emergency Communications Officers and 3 Call-Taker employees currently in the unit.

CONCILIATION CRITERIA

The Conciliator in granting the Awards, herein, was mindful of and was mandated to consider the criteria set forth in ORC 4417.14 (G) (7) (a)-(f) and OAC 4117-9-06 (H) (1)-(6) which are as follows:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other

- public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
 - (4) The lawful authority of the public employer;
 - (5) Any stipulations of the parties;
 - (6) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

In addition to the aforementioned criteria, the Conciliator was specifically guided in making the Awards, herein, by the parties' arguments and/or written presentations on the issues, including any and all evidence submitted, by the stipulated agreements reached by the parties on various matters, and by the record as a whole.

In order to expedite the resolution of the disputes in this case, the parties agreed that the Conciliator could grant the Awards, herein, without summarizing the arguments and evidence they presented and without any rationale for making those Awards. The parties further waived the requirement that the Conciliator specifically identify the party whose positions were selected in granting the Award on the outstanding issues. In doing so, they acknowledged and agreed that they were well aware of their own proposals on each issue so as to be able to identify which party prevailed on said issues.

ARTICLE 18
HOURS OF WORK AND OVERTIME/
CALL-OUT TIME/ON-CALL TIME/COURT TIME

Section 18.1. Employees shall have no less than an eight (8) hour layover between regularly scheduled shifts. Unscheduled overtime, state of emergency, and court time shall not be considered a scheduled shift.

Section 18.2. The standard work period for all bargaining unit employees shall consist of no more than forty (40) hours per each seven (7) calendar day work period. Currently, the schedule consists of two (2) work periods. ~~During the first work period, the employee shall work three (3) twelve (12) hour days and one additional four (4) hours of work (as part of a 12 hour split shift). During the second work period, the employee shall work the remaining eight (8) hours from the split day, two (2) twelve (12) hour days, and one (1) additional eight (8) hour day. The first and second work periods shall then repeat.~~ The Employer retains the ability to change the schedule upon showing of good cause **with at least sixty (60) days advance notice**. Any schedule change will result in employees selecting their preference of shifts, according to seniority, except as set forth herein.

The County and the Union shall establish a Work Schedule Committee. The purpose of the committee is to examine alternative work schedules for the Call Takers and the Emergency Communications Officers. The committee shall consist of two members appointed by the County Administrator and two members appointed by the Union President.

The committee shall study the impact of alternative work schedules on various aspects of the operation of the Emergency Communications Center and the jobs of the Call Takers and Emergency Communications Officers. First, it shall survey members of the bargaining unit and supervisors to obtain their input and preferences relating to work schedules. Second, the committee shall review studies of alternative work schedules. Third, the committee shall analyze data for the Emergency Communications Center relating to the impact of work schedules on absenteeism, customer complaints, employee performance, fatigue, mistakes, overtime, recruitment and retention, shift coverage, sick leave usage, stress, training, and other factors.

No later than June 30, 2016, the committee shall submit a report to the County Administrator and the Union President. The report shall summarize the committee's findings and set forth the advantages and disadvantages and likely impacts of alternative work schedules for the Emergency Communications Center and the Call Takers and Emergency Communications Officers. The committee shall not recommend the adoption of any specific schedule.

Should meetings be scheduled during employees' regular work hours, employees shall receive their regular pay.

Section 18.3. All hours worked in excess of a member's normally scheduled forty (40) hours in the standard work period shall be considered overtime and shall be compensated at the rate of

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one and one-half (1.5) times his regular straight time hourly rate of pay. Hours worked shall include all hours in paid status, except sick leave. Hours worked does not include sick leave for the purpose of overtime computation. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (e.g., court time). Overtime shall be calculated in one-quarter hour (15 minutes) increments. Employees shall not be forced to work more than twenty-eight (28) hours in a forty-four (44) hour period, unless the employee volunteers for such hours.

Section 18.4. Employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1.5) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of sixty (60) hours at any given time. In the event an employee accumulates sixty (60) hours of compensatory time, then any future overtime hours of work and overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
- B. Request for compensatory time off shall be honored subject to the operational needs of the Department;
- C. Requests for compensatory time off must be submitted not less than fourteen (14) days in advance of the time requested. The Director or designee may approve compensatory time off with less than the fourteen (14) days advance notice.
- D. Compensatory time off requested by an employee which has been approved and scheduled, shall not be canceled except for states of emergency that would require it.
- E. An employee will only be paid for accrued compensatory time upon termination of employment. Such payment will be at the employee's current rate of pay.

Section 18.5. With the prior approval of the ~~Director or designee~~, **supervisor** an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

With prior approval of the ~~Director or designee~~, **supervisor** an employee may work a scheduled day off in exchange for additional day off to be scheduled in the same work period, without receiving any additional compensation.

Section 18.6. Scheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined at least twenty-four (24) hours in advance.

- A. The date and hours available shall be posted.

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- B. The supervisor shall notify employees who have signed up for voluntary duty assignment notification of the date and hours available.
- C. Bargaining unit employees willing to work the overtime opportunity shall complete an overtime request form for the hours the employee is willing to work.
- D. Each bargaining unit employee may submit no more than two (2) overtime request forms in a twenty-four (24) hour period.
- E. The form is to be stamped with the date and time by the supervisor or the acting supervisor upon receipt of a completed form.
- F. If more than one employee requests to work the same hours, the employee with the earliest date and time stamp shall receive the overtime opportunity.
- G. Overtime opportunities covering vacations or compensatory time shall be posted fourteen (14) days in advance, but in no case less than ten (10) days in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 18.7. Unscheduled Overtime Opportunities. When a supervisor determines that additional staffing is needed for any shift or part of a shift, the additional hours available shall be offered to bargaining unit employees as follows when the need is determined less than twenty-four (24) hours in advance, or if the scheduled overtime remains unfilled with less than twenty-four (24) hours in advance after following the procedures set forth in Section 18.6.

- A. Overtime opportunities shall be given to qualified probationary employees only if no non-probationary employee has volunteered for the overtime twenty-four (24) hours prior to the start of the overtime opportunity.
- B. If the overtime opportunity is not filled, the supervisor shall notify all bargaining unit employees who have signed up for the voluntary overtime opportunity notification, including qualified probationary employees of the date and hours available. The overtime opportunity will then be given to the employees who respond in the order they respond.
- C. If no bargaining unit employees respond within one (1) hour after the Employer notifies the employees who signed up for voluntary overtime opportunity notification, then the additional overtime opportunity hours shall be offered to employees working the preceding and/or succeeding shifts, as applicable.

Section 18.8. Mandatory Overtime. If no employee volunteers for an overtime opportunity after offering the overtime opportunity to bargaining unit employees pursuant to Section 18.6 and Section 18.7, the supervisor may offer the extra hours to any available supervisor, or assign a non-probationary employee to work the overtime based upon the overtime equalization record which shall expire each December 31st. However, January's overtime opportunities will be

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assigned from the previous year's record. In such circumstances, an employee shall be afforded at least an eight (8) hour layover between hours of duty. A state of emergency and court time will be exceptions to this requirement. Any employee assigned to work involuntarily under this Section shall be compensated at the rate of one and one half (1.5) times his or her regular straight time hourly rate of pay for the additional hours the employee actually worked involuntarily, even if such hours would not otherwise cause the employee to exceed forty (40) hours worked pursuant to Section 18.3.

Section 18.9. Call-In Pay. Any employee required by the Employer to work at a time outside his or her regularly scheduled shift, which time worked does not abut his regularly scheduled shift, shall be paid a minimum of two (2) hours at time and one half (1.5) his or her regular straight time hourly rate of pay.

Section 18.10. The Employer shall designate one employee from this bargaining unit to serve as the Emergency Communications Officer In Charge (ECOIC) when no supervisor is on-duty. Only qualified bargaining unit employees as determined by the Employer shall be designated as the ECOIC.

Section 18.11. Employees shall select their shift assignment according to their seniority, except as set forth herein. **Where employee schedules include fixed days off of work, the selection of shifts by seniority includes selection of regularly scheduled off-days.** During the month of November of each agreement year, employees shall submit their first and second shift preferences to the Employer. Final new work schedules will be posted by December 15th of each year. Any new assignment shall begin in January.

This provision does not prevent the Employer from temporarily changing the shift assignment of any employees due to training needs. Trainers shall only be reassigned from their permanent shifts when their specialized expertise is required. The Employer shall maintain eight (8) trainers. In the event the number of trainers falls below eight (8), the Employer shall request volunteers to attend the training course. The Employer shall choose from among those that request to attend the training course and shall send them to the training course at no cost within six (6) months of the time the vacancy occurred. Preference choice shall be applicable throughout the year for any vacancy which may occur. Shifts shall be fixed subject only to the bidding process and the provisions contained herein.

Section 18.12.

- A. When the Employer determines it is necessary to change an employee's crew assignment, the Employer shall offer to meet with the affected employee prior to implementing any change. The employee shall be entitled to Union representation during this meeting if the employee chooses to be represented.
- B. Other than during the shift bid process outlined in Section 18.11, if the Employer switches an employee to a different crew, and the change in assignment would require the employee to use additional vacation or compensatory time to cover the employee's previously scheduled consecutive days off for vacation or compensatory time (including

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the employee's regularly scheduled off days), the Employer may adjust the employee's work schedule and/or schedule a trade day to avoid the use of additional leave or loss of pay. If the employee's schedule cannot be adjusted and the employee would be otherwise required to use additional vacation or compensatory time, the employee shall receive his or her regular rate of pay for the additional hours up to his or her regularly scheduled work week without requiring the employee to use additional vacation or compensatory time. A change in an employee's crew assignment shall not cause any other employee to lose vacation leave that was scheduled and approved prior to the crew change.

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ARTICLE 19
WAGES AND COMPENSATION

Section 19.1. Effective the beginning of the first pay period following January 1, ~~2012~~ **2016**, the regular hourly pay rate for all bargaining unit members shall be increased by ~~two percent (2%)~~ **three percent (3%)** as follows:

	0-12	13-24	25-36	37-48	48+
ECO	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Hourly	\$16.57	\$17.75	\$20.12	\$22.47	\$23.65
Annual	\$34,465.60	\$36,920.00	\$41,849.60	\$46,737.60	\$49,192.00

	0-12	13-24	25-36	37+
Call-Taker	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Hourly	\$12.36	\$12.73	\$15.05	\$16.57
Annual	\$25,708.80	\$26,478.40	\$31,304.00	\$34,465.60

Section 19.2. Effective on the first day of the first full pay period following ~~January 1, 2013,~~ **July 1, 2016**, the regular hourly rate of pay for all bargaining unit members shall be increased by ~~two percent (2%)~~ **one percent (1%)** as follows:

	0-12	13-24	25-36	37-48	48+
ECO	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Hourly	\$16.74	\$17.93	\$20.32	\$22.69	\$23.89
Annual	\$34,810.26	\$37,289.20	\$42,268.10	\$47,204.98	\$49,683.92

	0-12	13-24	25-36	37+
Call-Taker	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Hourly	\$12.48	\$12.86	\$15.20	\$16.74
Annual	\$25,965.89	\$26,743.18	\$31,617.04	\$34,810.26

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Section 19.3. Effective on the first day of the first full pay period following January 1, ~~2014,~~ **2017**, the regular hourly rate of pay for all bargaining unit members shall be increased by ~~two percent (2%)~~ **three percent (3%)** as follows:

	0-12	13-24	25-36	37-48	48+
ECO	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Hourly	\$17.24	\$18.47	\$20.93	\$23.38	\$24.60
Annual	\$35,854.56	\$38,407.88	\$43,536.14	\$48,621.13	\$51,174.44

	0-12	13-24	25-36	37+
Call-Taker	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Hourly	\$12.86	\$13.24	\$15.66	\$17.24
Annual	\$26,744.86	\$27,545.48	\$32,565.55	\$35,854.56

Section 19.4. The regular hourly pay rate shall be multiplied by two thousand eighty (2,080) to determine the annual pay level. The regular hourly pay rate shall be multiplied by eighty (80) to determine the bi-weekly pay level. The regular hourly pay rate shall be multiplied by one and one-half (1.5) to determine the overtime hourly pay rate. The standard work period for all bargaining unit employees shall consist of an average during a calendar year of eight (80) hours per each fourteen (14) day work or pay period.

Section 19.5. **Effective upon execution of this agreement,** bargaining unit employees shall receive an additional one dollar (\$1.00) per hour shift differential for all hours ~~in paid status~~ **actually worked** between the hours of ~~1900~~ **4:00 p.m.** and ~~0700 hours~~ **8:00 a.m.**

Section 19.6. Bargaining unit employees assigned to train other employees shall receive one dollar (\$1.00) per hour additional pay during all hours spent training other employees. All bargaining unit employees who are assigned to train other employees for a sustained period of sixty (60) calendar days or greater shall receive a twelve (12) week break before being assigned another trainee.

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ARTICLE 23
SICK LEAVE

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status exclusive of overtime. Active pay status shall be defined as hours worked, vacation, holiday pay, compensatory time, and while on paid sick leave. Sick leave credit shall not accrue during any unpaid sick leave or layoff. Sick leave is accumulative without limit.

Section 23.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury or pregnancy-related conditions of the employee;
- B. Exposure of employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment of the employee or a member of his immediate family.

Advanced sick leave may be requested for the following reasons with advance notice of one (1) day:

- A. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- B. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.
- C. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after the child birth.

For purposes of this Article, the definition of immediate family shall be: mother, father, son, daughter, stepparent, stepchild, brother, sister, spouse, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 23.3. When an employee is unable to report to work due to illness or injury, he shall notify the Director or his designee at least ninety (90) minutes prior to the time he is scheduled to

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report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the Director.

Section 23.4. The Director or his designee shall have the right to retain an employee on duty until a replacement reports for duty, and the Director or his designee shall make every reasonable effort to obtain a replacement as quickly as reasonably feasible. The employee will submit to such medical examination, nursing visit, or other inquiry which the Employer deems necessary which will be paid for by the Employer.

Section 23.5. Upon return to work an employee shall complete an application for sick form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for more than three (3) days, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

Section 23.6. Sick leave requests shall be approved or disapproved on a case-by-case basis and only for appropriate reasons. Sick leave usage, when approved, shall be charged in minimum units of fifteen (15) minute increments. Sick leave abuse and/or falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. The Appointing Authority maintains the right to investigate any incident of absence or any request for sick leave use. The investigation may include requiring the employee to be examined by a licensed medical practitioner selected by and paid by the Employer. **The Employer may also require the employee be examined by a medical practitioner chosen by the employee as part of the investigation, so long as the Employer pays all costs, fees, and/or expenses associated with the medical examination.**

Section 23.7. Vacation leave or compensatory time may be used at the election of the employee for sick leave purposes after accrued sick leave is exhausted.

Section 23.8. Employees who have completed ten (10) years or more continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge or resignation in lieu of discharge. Eligible employees shall be entitled to convert twenty-five percent (25%) of their accumulate sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County service. Payment shall be based upon the employee's rate of pay at the time of separation. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have reentered county service shall not be entitled to conversion upon subsequent separation. As it relates to employees hired after January 1, 2007 to qualify for payment, an employee must retire.

Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with Warren County.

Section 23.9. Upon submitting proper verification, by employee to Employer, employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave,

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provided the time between separation, reappointment or transfer does not exceed ten (10) years. "Public agency" includes the state, counties, municipalities, all boards of education, libraries, townships, etc. within the state.

Section 23.10. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted in accordance with the County FMLA policy revised 1/17/09.

Section 23.11. Donated Time: Donated time shall be granted in accordance with the County's Leave Donation policy revised 1/17/09.

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ARTICLE 33
INSURANCES

Section 33.1. The Employer shall make available to bargaining unit employees general insurance and hospitalization plans as provided to all other non-bargaining unit General Fund County employees.

Section 33.2. The Employer may provide a comprehensive plan, flexible benefits plan, a Health Savings Account Plan, or a preferred provider plan, etc. on the same basis as these plans are provided to non-bargaining unit General Fund County employees.

Section 33.3. If the Employer determines that it is necessary to implement a partial co-payment of insurance premiums by non-bargaining unit General Fund County employees, the same partial co-payment shall also apply to employees in this bargaining unit.

Section 33.4. ~~The Employer shall provide at least \$300 annually into the health savings account of employees electing single insurance coverage under the Employer's "Buy Up" HSA plan and at least \$600 annually into the health savings account of employees electing family insurance coverage under the Employer's "Buy Up" HSA plan. For Plan Year 2014, the Bargaining unit employees shall receive the same Employer contribution to the Employer's HSA plan or plans as non-bargaining unit employees of the Board of County Commissioners for the same plan or plans on the same terms and conditions as the non-bargaining employees.~~

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ARTICLE 38
DURATION

Section 38.1. This Agreement shall be effective upon execution by the parties and shall remain in full force and effect through 11:59 p.m., ~~December 31, 2014~~ **December 31, 2017.**

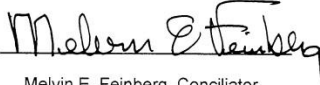
Section 38.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred ~~twenty (20)~~ **eighty (180)** calendar days prior to the expiration date, ~~nor later than ninety (90) calendar days prior to the expiration date of this Agreement.~~ ~~Such notice shall be by certified mail with return receipt requested.~~ The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

CONCLUSION

In addition to the above awards, all tentative agreements reached by the Parties shall be incorporated in the new collective bargaining agreement.

In conclusion, this Conciliator hereby submits the above referred to CONCILIATION AWARD on each of the outstanding issues presented for his consideration. Except where otherwise specifically indicated in the language of the collective bargaining agreement, the effective date for any changes to the collective bargaining agreement shall be the date the Award is issued by the Conciliator.

February 2, 2016


Melvin E. Feinberg, Conciliator