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AN AGREEMENT

between

WOOSTER – ASHLAND

REGIONAL COUNCIL OF GOVERNMENTS (WARCOG)

and

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(Full-Time Dispatchers)**

January 1, 2022

to

December 31, 2024

Contents

ARTICLE 1 – PREAMBLE 3

ARTICLE 2 – PURPOSE AND INTENT 3

ARTICLE 3 – HEADINGS 3

ARTICLE 4 – GENDER AND PLURAL 3

ARTICLE 5 – RECOGNITION 3

ARTICLE 6 - DUES DEDUCTION 4

ARTICLE 7 - ASSOCIATION REPRESENTATION 4

ARTICLE 8 - EMPLOYEES’ RIGHTS 5

ARTICLE 9 - MANAGEMENT RIGHTS..... 5

ARTICLE 10 - COMPENSATION 6

ARTICLE 11 - PENSION ENTITLEMENTS 8

ARTICLE 12 - DUTY HOURS 8

ARTICLE 13 - OVERTIME PAY AND COURT TIME 8

ARTICLE 14 - JURY DUTY 9

ARTICLE 15 - HOLIDAYS 9

ARTICLE 16 - VACATION 10

ARTICLE 17 - FUNERAL LEAVE 11

ARTICLE 18 - SICK LEAVE 11

ARTICLE 19 - INJURY LEAVE 12

ARTICLE 20 - INSURANCE 13

ARTICLE 21 - DISCIPLINE 14

ARTICLE 22 - LAY OFF PROCEDURE 14

ARTICLE 23 - GRIEVANCE PROCEDURE 15

ARTICLE 24 - OBLIGATION TO NEGOTIATE 17

ARTICLE 25 - NO STRIKE 17

ARTICLE 26 - ARBITRATION PROCEDURE 18

ARTICLE 27 - CONFORMITY TO LAW 18

ARTICLE 28 - SAVINGS CLAUSE 18

ARTICLE 29- TOTAL AGREEMENT 18

ARTICLE 30 - MISCELLANEOUS 19

ARTICLE 31 – PROBATIONARY PERIOD 19

ARTICLE 32 – NON-DISCRIMINATION..... 20

ARTICLE 33 – SHIFT ASSIGNMENT..... 20
ARTICLE 34 - DURATION OF AGREEMENT..... 20
ARTICLE 35 - EXECUTION..... 21
APPENDIX A..... 22

ARTICLE 1 – PREAMBLE

Section 1. This Agreement is hereby entered into by and between the Wooster-Ashland Regional Council of Governments, hereinafter referred to as “the Employer” or “WARCOG”, and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as “the OPBA”.

ARTICLE 2 – PURPOSE AND INTENT

Section 1. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now agrees to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the Citizens, 4) To avoid interruption or interference with the efficient operation of the Employer’s business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 – HEADINGS

Section 1. It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such Article.

ARTICLE 4 – GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5 – RECOGNITION

Section 1. The Employer agrees that it has and will continue to recognize the OPBA as exclusive bargaining representative for negotiating wages, benefits and other terms and conditions of employment for all full-time employees in the classification of Dispatcher, excluding all other employees. All other employees of the Employer are excluded from said recognition. Said recognition shall continue for the period provided for by law.

Section 2. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE 6 - DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees currently deducting dues.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 7 - ASSOCIATION REPRESENTATION

Section 1. The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the Employer. The Employer will compensate a representative at the normal rate for the time spent at any meetings at which the Employer requests a representative to be present during the representative's regularly scheduled working hours. The employee shall not be paid for such time if representation is not during the representative's regularly scheduled working hours.

Section 2. Members of the Negotiating Committee shall be allowed to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

ARTICLE 8 - EMPLOYEES' RIGHTS

Section 1. An employee has the right to the presence and advice of an OPBA representative and/or an attorney at all disciplinary hearings and/or interviews where disciplinary action, as defined in Article 28 is reasonably anticipated. This Section shall not apply to communications or conversations intended to provide instructions, training or corrections of work performance or techniques.

Section 2. An employee who is to be questioned, as a suspect in any investigation of any criminal charge against him, shall be advised of his constitutional rights before any questioning starts.

Section 3. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 4. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonable related to the employee's shift, unless operational necessities require otherwise. Interview sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities.

Section 5. An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6. An employee may request an opportunity to review his personnel file, and may have a representative of the OPBA present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 7. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action.

Section 8. All complaints from civilians which may involve suspension or discharge of an employee, shall be kept by the Director. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation. Upon completion of the investigation, the employee will be given, in writing, a copy of the results and final disposition of said investigation.

ARTICLE 9 - MANAGEMENT RIGHTS

Section 1. Unless otherwise expressed herein, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the WARCOG to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer,

standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically, abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 10 - COMPENSATION

Section 1.

Wages

General wages increases for all members of the bargaining unit shall be as follows:

Increases shall be effective commencing January 2nd of 2022 and January 1st of 2023 and January 1st 2024.

When a dispatcher is hired, he/she will be hired into the below wage range based upon prior relevant dispatch experience and certifications at the time of hire, as determined by the Director.

Dispatchers, on active pay status, with the WARCOG when this contract is ratified by both parties, will be made to place them appropriately in the below range based upon years of dispatch experience/certifications, as determined by the Director.

Once hired at the appropriate step, an employee shall advance in the below wage steps on their anniversary date with the WARCOG.

WARCOG Dispatcher Wage Steps for all employees for 1/2/2022 (adj. to market)	
Hire	\$ 19.50
6 months of dispatch experience/certifications	\$ 21.45
1 year of dispatch experience/certifications	\$ 23.60
3 years of dispatch experience/certifications	\$ 25.48
5 years of dispatch experience/certifications	\$ 27.27
15 years of dispatch experience/certifications	\$ 27.82

WARCOG Dispatcher Wage Steps for all employees for 1/1/2023 (2.5%)	
Hire	\$ 19.99
6 months of dispatch experience/certifications	\$ 21.99
1 year of dispatch experience/certifications	\$ 24.18
3 years of dispatch experience/certifications	\$ 26.12
5 years of dispatch experience/certifications	\$ 27.95
15 years of dispatch experience/certifications	\$ 28.51

WARCOG Dispatcher Wage Steps for all employees for 1/1/2024 (2.5%)	
Hire	\$ 20.49
6 months of dispatch experience/certifications	\$ 22.54
1 year of dispatch experience/certifications	\$ 24.79
3 years of dispatch experience/certifications	\$ 26.77
5 years of dispatch experience/certifications	\$ 28.65
15 years of dispatch experience/certifications	\$ 29.22

Section 2. Employees who are certified trainers shall be paid an additional \$.50 per hour on their regular hourly rate while training new employees.

Section 3. Any bargaining unit employee assigned as the TAC by the Employer, during the calendar year (Jan – Dec), shall be paid an annual stipend of \$200. The annual stipend will be paid the last pay period of the calendar year, if the employee is in active pay status.

Section 4. The base wage rate for a Shift Supervisor shall be seven (7%) percent above the top dispatch wage step.

Section 5. If at any time there is not a shift supervisor on duty for a period of more than one (1) hour, policy 400.04 Acting Shift Supervisor will be followed. The Employee that assumes this role shall be paid at the Shift Supervisor wage rate for such time worked.

Example: When a dispatcher on-duty assumes the role of Acting Shift Supervisor for more than one (1) hour, they shall receive the rate of pay for a Shift Supervisor during this time, in exchange for their increase in responsibilities.

In the event an employee works as an Acting Shift Supervisor on a holiday or at any time during their regularly scheduled hours--whether voluntarily or by mandating--the employee shall be paid at the Acting Supervisor rate for the hours worked in that classification.

Section 6. Bargaining unit members shall receive an annual retention (longevity) pay based upon consecutive full-time years of service with the WARCOG according to the following table:

Retention (Longevity) Schedule	Annually
Five (5) years of continuous full-time service	\$ 500
Ten (10) years of continuous full-time service	\$ 1,000
Fifteen (15) years of continuous full-time service	\$ 1,500
Twenty (20) years of continuous full-time service	\$ 2,000

Retention pay shall be paid in a lump sum payment, which shall be included in the last paycheck of the calendar year. Retention shall be based upon continuous years of service with the WARCOG as of the last day of the last payroll period of each calendar year. Employees must be actively employed on the last day of the last payroll period of December to be eligible for the Retention pay for that calendar year.

ARTICLE 11 - PENSION ENTITLEMENTS

Section 1. The Employer shall pay into the OPERS for all employees the percentage of the Employer's contribution as required by law.

ARTICLE 12 - DUTY HOURS

Section 1. The regular pay period for all employees of Employer covered by this Agreement will be eighty (80) hours. The regular work week for employees shall be forty (40) hours in a seven day period, beginning on Sunday and ending on Saturday.

Section 2. Shift bids shall be by seniority, when posted by the Director.

ARTICLE 13 - OVERTIME PAY AND COURT TIME

Section 1. Whenever approved by the Director, all employees shall be compensated at the rate of 1-1/2 times the employee's hourly rate for all overtime work performed in excess of forty (40) hours per week while on an active pay status. Sick time shall not be considered active pay status related to this section. Vacation time shall be considered active pay status related to this section.

Section 2. Whenever approved by the Director, employees called into work (for example – mandatory training and/or staff meetings) or to appear in court for a job-related matter while off duty shall be guaranteed a minimum of 2 hours of pay at the employee's applicable hourly rate, so long as such call-in does not occur within two hours of the regular start time of the employee's shift.

Section 3. Employees working overtime shall have the option of choosing overtime pay or compensatory time off.

Section 4. If an employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be accumulated at the rate stated in Section 1 above (one and one-half hour of compensatory time for each hour of overtime worked).

Section 5. Accumulation of compensatory time will be limited to a 40-hour maximum at any one time.

Section 6. The use of compensatory time will be during a period which will not disrupt or interfere with the normal operation of the department. Additionally, the Director shall have the discretion to deny the use of compensatory time if, at the time the request is made, the approval of such time off would require overtime to be paid for that shift.

Section 7. Prior approval for the use of compensatory time shall be obtained from the Director.

Section 8. Compensatory time shall be paid out two (2) times a year. The payouts shall automatically occur the first pay period in January of each year and the first pay period in July of each year. Employees who have a compensatory time balance when the payout occurs shall be permitted to maintain a balance of up to sixteen (16) hours. Employees wanting to maintain a balance must notify HR in writing at least one payroll period prior to the first pay period in January and/or at least one payroll period prior to the first pay period in July with their request. If notice is not provided by the deadline, the compensatory balance will be paid out.

Section 9. Upon termination of employment, compensatory time shall be paid to employees at their regular hourly rate at the time of the employee's termination.

Section 10. Employees who are mandated to cover a shift or any part of a shift shall be paid at one and one-half (1 ½) their regular hourly rate.

ARTICLE 14 - JURY DUTY

Section 1. Any employee who is called for jury duty, either federal, county or municipal, shall be paid his or her regular wage, as provided for in the Ohio Revised Code. Any compensation received from such court for jury duty shall be turned over to the Employer.

ARTICLE 15 - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays. All employees are entitled to holiday pay for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Christmas Eve
Independence Day	1(one) Personal leave day
Columbus Day	

Section 2. Holiday pay for each holiday consists of eight (8) hours of compensation at the employee's base rate of pay. Holiday pay shall be paid at the time of the last pay in November by separate check for all holidays preceding such pay and since the last holiday pay was made.

Employees shall be paid by their base rate of pay at the time of actual payment. Employees separating from employment prior to such payment shall be paid upon separation all accrued holiday pay.

Section 3. The holidays are observed on the dates declared by Federal or State governments. Shifts starting on the calendar day of the holiday will be considered a holiday shift.

Section 4. In addition to holiday pay, employees who work on a holiday shall be paid at time and one-half for all hours worked on a holiday.

Section 5. All employees shall be granted one (1) personal leave day on January 1st of each calendar year, which shall be taken within the year earned or lost. The personal day shall only be taken with the advance approval of the Director. The personal leave day shall be paid at eight (8) hours, based upon the employees regularly scheduled hours.

ARTICLE 16 - VACATION

Section 1. Vacation with pay is provided by the Employer per the conditions herein.

Section 2. Vacation accrual is based upon an employee's length of continuous service from his/her most recent date of hire and subject to additional credit per Ohio Revised Code Section 9.44. The accrual year begins on his anniversary date hired by the WARCOG. Vacation hours are accrued on total hours paid (except call-time and overtime) as shown in the schedule below.

LENGTH OF CONTINUOUS SERVICE	LENGTH OF VACATION
0 – 4 years	.0575 hours per hours worked (max 120 hrs annually)
5 – 9 years	.0775 hours per hours worked (max 160 hrs annually)
10+ years	.09624 hours per hours worked (max 200 hrs annually)

Section 3. Vacation pay is paid at the employee's base salary rate in effect at the time the vacation is taken. Vacation pay may be used to the extent that has accrued with a vacation day depending on the normal work schedule.

Section 4. Employees shall be permitted to schedule vacation by seniority preference for the following calendar year during the period of December 1 through January 31. While preference by seniority shall control, employees scheduling one-week blocks shall be given preference over employees scheduling less than that. After January 31, vacation shall be scheduled on a first come-first served basis. Vacation scheduling is otherwise subject to the needs of the Employer. Seniority preference shall be applied in the same manner as that for bidding shifts.

No more than one person shall be off on vacation time at any one time per shift, subject to the discretion of the Director.

Section 5. Vacation time may be accumulated from year-to-year up to a maximum of 2 years accrual. Vacation time exceeding the 2 years of accrual maximum is forfeited on December 31st of each year.

Section 6. If an employee becomes ill during his/her vacation period, his/her vacation status does not change nor does this make him/her eligible for sick leave or for extended vacation time.

Bereavement leave benefits will be limited to the day of the funeral if a death occurs when an employee is on a scheduled vacation.

Section 7. Upon separation of employment, an employee with at least one (1) year of continuous full-time service will be paid any vacation hours earned and not yet used.

ARTICLE 17 - FUNERAL LEAVE

Section 1. Upon employment, employees are granted time off paid funeral leave should a death occur in the employee's family.

Section 2. Up to a maximum of five (5) shifts are allowed with pay for the death of a spouse, child or parent. Up to a maximum of three (3) shifts shall be granted for a dependent relative who has been living as a regular member of the household, parent-in-law, son-in-law, daughter-in-law, brother or sister, grandparents. The days must be scheduled within a two-week timeframe after receiving the information concerning the death unless out of state travel is necessary and approved by the Director.

Section 3. Additional time off to take care of personal matters pertaining to the death may be granted, without pay, upon approval of the Director.

ARTICLE 18 - SICK LEAVE

Section 1. Employees shall earn paid sick leave on the following formula: For each completed hour of service, the employee shall earn .0575 sick leave hours up to a maximum of 3 weeks (120 hours) per calendar year. Sick leave accumulation shall be unlimited.

Section 2. An employee shall not be permitted to use sick leave which he/she has not accumulated.

Section 3. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, for medical examinations, and for illness or injury to an employee's spouse, child, or employee's parents. For parents only, employees are limited to three work days per calendar year (January through December).

Section 4. A sick leave affidavit or a doctor's excuse is required to justify the use of sick leave for illness, which should be submitted to the HR Department for review and record keeping if the use of sick leave exceeds three (3) consecutive scheduled workdays. A certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for a disciplinary action, including dismissal.

Section 5. The WARCOG Director shall permit transfer of sick leave from employment with any other public employer.

Section 6. Absence that is chargeable to sick leave accumulation, in accordance with these provisions, shall be charged in increments of one-half (1/2) hour, for the first hour and then one-fourth (1/4) hour increments thereafter.

Section 7. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore within a reasonable timeframe before the start of the work shift each day of absence.

Section 8. If the employee fails to submit adequate proof of illness or injury, or in event that upon such proof as is submitted or upon the request of medical examination, the Director finds there is not satisfactory evidence of illness sufficient to justify the employee's absence, such leave may, be considered an unauthorized leave and shall be without pay.

Section 9. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Abuse may include, but is not limited to:

1. Consistent usage of sick leave and/or leave without pay in conjunction with scheduled time off of any type;
2. Consistent usage of sick leave, in one-day increments or less, as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;
3. Consistent usage of sick leave for non-specific illness.

Employees will be notified of potential attendance problems under this Article as identified. This initial notification will not count as a disciplinary action. Disciplinary action will be taken if there is an abuse of sick leave and/or unauthorized leave without pay. Progressive discipline for reasons of sick leave/absence abuse shall be followed. Applicable federal, state and local laws shall also apply.

Section 10. The Director may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 11. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children including non-residential children for whom the employee must assume temporary primary care, and the employee's parents.

Section 12. Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from one of the State of Ohio Retirement Plans, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) of the total number of accumulated but unused sick leave hours earned by the employee, certified by the Director, providing that such resulting number of hours to be paid shall not exceed Four Hundred Eighty (480) hours.

ARTICLE 19 - INJURY LEAVE

Section 1. Wage Continuation Plan. Should a bargaining member have an injury while performing his duties and be certified by a qualified medical provider that he is medically unable

to work, the employee may, at his option, enter into a wage continuation agreement with the WARCOG. Wage continuation is available only if the employee obtains medical treatment from a provider designated or approved by the WARCOG. The WARCOG reserves the right to add or delete health providers from the WARCOG's list of providers. The wage agreement will allow the employee to continue to receive his regular rate of pay and benefits without charge to leave benefits, in lieu of the State of Ohio Bureau of Worker's Compensation loss time benefits, up to a maximum of sixty (60) work days per injury, and a maximum of three hundred sixty (360) work days in the employee's lifetime service with the WARCOG. In order to qualify for a wage continuation plan the injury must have resulted in a minimum of five (5) consecutive scheduled work days in which the employee was certified by a qualified medical provider as being unable to work. The employee must also apply for and receive an allowed medical-only claim from the Bureau of Worker's Compensation for the specific on-the-job injury which resulted in the time off. Any further use of wage continuation for a particular injury after the employee returns to work must have resulted in a minimum of five (5) consecutive work days as being certified by a qualified medical provider being unable to work due to the previous injury.

Section 2. If the employee enters into a wage continuation plan and the injury is subsequently denied by the Industrial Commission of Ohio, and the employee has exhausted all appeals, then the employee must reimburse the time advanced to the employee through the use of accrued and/or future benefit hours, including sick time and vacation time.

Section 3. An employee may be offered transitional work or modified duty by the WARCOG, consistent with the restrictions/limitations of the employee's physician or a physician selected by the WARCOG, when determined appropriate by the WARCOG. An employee forfeits all rights to any wage continuation if he refuses to perform transitional work when offered by the WARCOG.

Section 4. The wage continuation plan may be extended for an additional sixty (60) days for a qualified injury if the employee is certified as being unable to work by a qualified medical provider, except no extension shall be allowed to exceed the three hundred and sixty (360) work day lifetime cap for wage continuation.

Section 5. An employee who chooses to seek treatment from a medical provider who is not included in the WARCOG's providers will not be entitled to wage continuation, but will be entitled to any benefits the Bureau of Workers' Compensation will allow.

ARTICLE 20 - INSURANCE

Section 1. For the term of this agreement, the employer agrees to offer bargaining unit employees a health insurance plan, inclusive of medical, hospitalization, and prescription coverage. Employees electing health insurance shall pay fifteen percent (15%) of the total cost of the premium being charged by the insurance carrier for the coverage which shall be deducted in equal amounts from each employee's paycheck. Employees electing the medical insurance through the WARCOG will be provided with a Health Reimbursement Account (HRA), which will follow the IRS rules and regulations. Based upon these rules and regulations, employees with single coverage will be permitted to be reimbursed for eligible medical expenses up to \$3,300 per calendar year; employee with family coverage will be permitted to be reimbursed for eligible medical expenses up to \$6,600 per calendar year. The committed reimbursement amount expires at the end of each calendar year and does not carry over. Employees will not be permitted to utilize the HRA account for dental and vision expenses.

In the event the WARCOG is no longer eligible for the existing medical plan or overall cost of the medical plan increases, greater than 25% or more during renewal (5/1), the WARCOG and Union agree to meet to discuss alternative health insurance options.

Section 2. For the term of this agreement, the employer agrees to offer bargaining unit employees a dental and vision insurance plan. Employees electing either dental, vision or both shall pay fifteen percent (15%) of the total cost of the single or family annual premium being charged by the insurance carrier for the coverage.

Section 3. For the term of this agreement, the employer will provide life insurance for bargaining unit employees at no cost to the employees, so long as it can find a carrier for such provision. The cost shall not exceed the current cost of the life benefit, adjusted annually per CPI.

ARTICLE 21 - DISCIPLINE

Section 1. An employee who is disciplined shall be given written notice of the discipline and the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. Verbal Counseling and Written Warning shall be administered by the Director within a reasonable timeframe. A pre-disciplinary hearing will not be held until a Final Written Warning or higher disciplinary action is being considered.

Section 2. Disciplinary action taken by the Employer shall only be for just cause. Principles of progressive discipline shall be followed except in cases of egregious misconduct. Steps of discipline include: Verbal Counseling, Written Warning, Final Written Warning, Suspension, Demotion, and Dismissal, not all steps of discipline may be used in progressive discipline.

Section 3. Disciplinary records shall cease to have any force and effect 24 months after the date the discipline was imposed if there has been no other discipline imposed during the past 24 months. The retention periods above may be extended by a period equal to employee leaves of 14 consecutive days or longer, except for approved periods of vacation leave or FMLA.

Section 4. Any disciplinary action against a non-probationary employee shall be subject to the grievance and arbitration procedures of this agreement. Grievances concerning disciplinary actions of Suspension, Demotion, and/or Dismissal shall be filed initially with the Director at Step 3 of the Grievance Procedure.

Disciplinary actions against probationary employees shall not be subject to the grievance and arbitration procedures of this agreement.

ARTICLE 22 - LAY OFF PROCEDURE

Section 1. If a layoff of employees becomes necessary, it shall be made in the order of inverse seniority with seniority preference/standing being applied in the same manner as bidding shifts. Recall shall be in the inverse order of layoff. If a layoff become necessary, the Employer shall pay the employees laid off the following: (1) regular and overtime pay due; (2) accrued that unused vacation time at the time of lay off.

Section 2. Before any full-time dispatchers may be laid off under this Article, all part-time dispatchers shall first be laid off and no employee shall be hired to do any work currently performed by members of the bargaining unit if any bargaining unit member is on layoff.

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in Accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below-listed terms are defined as follows:

- a) Grievance - A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Aggrieved Party – The “aggrieved party” shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance
- c) Party in Interest – A “party in Interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days – A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) All decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) The preparation of grievances shall be conducted only during non-working hours.
- d) Nothing contained herein shall be construed as forbidding the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. If any grievance is adjusted in such manner, pursuant to this procedure, while each adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.

- e) The aggrieved party may have a Union representative represent him at any step of the Grievance Procedure, at the aggrieved parties request.
- f) This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered by the following steps of the Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his director, if the director's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's director will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his preliminary answer in writing to the employee within (5) days of the meeting.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Supervisor within five (5) days from the date of the employee's receipt of the decision at Step 1. The Supervisor shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Supervisor shall issue a written decision to the employee and the employee's representative, with a copy to the employee and the designated Human Resources department, within ten (10) days from the date of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Director within five (5) days from the date of the employee's receipt of the decision at Step 2. The Director shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Director shall issue a written decision to the employee and the employee's representative, with a copy to the employee and the designated Human Resources department, within ten (10) days from the date of the meeting.

Step 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Executive Committee within five (5) days from the date of the employee's receipt of the decision in Step 3. This Step 4 appeal shall be delivered to the designated human resources department. Copies of the written decisions shall be submitted with the appeal. The Executive Committee or their designee(s) shall convene a meeting within thirty (30) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Executive Committee or their designee(s)

shall issue a written decision to the employee and the employee's representative with a copy to the employee and the designated Human Resources department within thirty (30) days from the date of the meeting. If the OPBA is not satisfied with the decision at Step 4, it may proceed to arbitration under the Arbitration Procedure herein contained.

ARTICLE 24 - OBLIGATION TO NEGOTIATE

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by the law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any submit or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed the Agreement.

ARTICLE 25 - NO STRIKE

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, speedup, converted "sick leave" or mass resignation, work stoppage or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 26 - ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, then within thirty (30) days after the rendering of the decision at Step 4, the Union may submit the grievance to arbitration by giving written notice to the Director. Following such submission, the parties' representatives will make an attempt to mutually agree upon an arbitrator. If such agreement is not reached, then the Union shall request a panel of seven (7) arbitrators from FMCS, metropolitan region, and selection shall be made by the parties by the alternative strike method from such list. For grievances filed from January 1 to June 30, the employer shall strike first. For grievances filed from July 1 to December 31, the Union shall strike first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by mutual written agreement of the parties.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

ARTICLE 27 - CONFORMITY TO LAW

Section 1. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 28 - SAVINGS CLAUSE

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

ARTICLE 29- TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the OPBA unless specifically set forth in the express written provisions of this Agreement.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement. It is further acknowledged that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement, which supersedes all previous communications, representations or agreement, wither written or oral, between the parties to this Agreement. Therefore, the City and the OPBA, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject during the life of this Agreement, whether or not they had knowledge of or interest in the subject at the time the Agreement was negotiated and signed.

Section 3. The parties agree that any mutual Agreements or Understandings which are reached during the life of this Agreement shall he reduced to writing.

Section 4. It is expressly understood that all matters not included in this Agreement are by intention and design specifically excluded and fall within the powers, duties and responsibilities of the WARCOG.

ARTICLE 30 - MISCELLANEOUS

Section 1. In any instance where the Employer sends an employee for a medical or psychological examination or requires that an employee see a licensed physician or psychologist on the WARCOG list of providers, the Employer shall pay the employee their regular hourly rate of pay if the examination is scheduled during a scheduled shift for any lost time and the cost of the examination.

Section 2. The Employer shall maintain insurance on behalf of all members of the bargaining unit for claims made against employees related to their work.

Section 3. For shift bidding, layoff, and vacation selection, bargaining unit seniority preference/standing as identified in Appendix A shall not be disturbed as a result of the Employer acquiring additional dispatching jurisdictions or for any other reason except any such employee's future break in service.

Section 4. As used in this agreement, seniority shall be defined as continuous employment in the bargaining unit from the time of the employee's most recent entry into the bargaining unit.

ARTICLE 31 – PROBATIONARY PERIOD

Section 1. All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s), and any such action shall not be appealable through any grievance or appeal procedure contained herein.

Section 2. All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such a period, the Employer shall have the sole discretion to demote such employee(s) to his previous position, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein.

Section 3. If any employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 38.01 above.

ARTICLE 32 – NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.

Section 2. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not unlawfully discriminate concerning representation between members and nonmembers.

ARTICLE 33 – SHIFT ASSIGNMENT

Section 1. Nothing contained herein shall limit the discretion of the Employer to determine the number of employees to be assigned to each shift or specialized position. For reason of business necessity, the Employer may assign and transfer employees. In such case, the employee shall be given a minimum two-week's notice of such action.

ARTICLE 34 - DURATION OF AGREEMENT

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA, and except as otherwise noted herein, shall remain in full force and effect from January 1, 2022 through December 31, 2024.

ARTICLE 35 - EXECUTION

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 10th day of January, 2022.

FOR THE UNION

/s/Mark Volcheck

Mark Volcheck
OPBA Attorney

Sara Miller

Sara Miller

Gwen Landgraff

Gwen Landgraff

FOR THE EMPLOYER

Matt Miller

Mayor Matt Miller
City of Ashland

David Handwerk

Mayor David Handwerk
City of Orrville

Bob Breneman

Mayor Bob Breneman
City of Wooster

Andy Baillis

Andy Baillis
WARCOG Director

APPENDIX A

1. Pam Morris
2. Tim Brown
3. Sara Miller
4. Ken Gallion
5. Jenni Haudenschild
6. Harvey Bucher
7. Andrew Mohn
8. Jerry Gray
9. Autumn Breslin
10. Joel Hammer
11. Gwendolyn Landgraff
12. Cassandra Dobson