

AGREEMENT

BETWEEN



**THE LUCAS COUNTY 911
REGIONAL COUNCIL OF GOVERNMENTS**

AND



**UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA
(UAW)**

**LOCAL 12
LUCAS COUNTY 911 DISPATCH UNIT**

Effective through June 30, 2028

TABLE OF CONTENTS

Article Title	Page
TABLE OF CONTENTS.....	1
PREAMBLE	3
PURPOSE AND INTENT	3
RECOGNITION	3
MANAGEMENT RIGHTS	4
WORK RULES, REGULATIONS, POLICIES AND PROCEDURES	4
UNION REPRESENTATION.....	5
INTERNATIONAL REPRESENTATIVE.....	6
UNION LEAVE.....	6
DUES DEDUCTION.....	6
VOLUNTARY COMMUNITY ACTION PROGRAM.....	7
LABOR MANAGEMENT MEETINGS	7
NON-DISCRIMINATION	8
PROBATIONARY PERIOD.....	9
SPECIALTIES	9
CORRECTIVE ACTION AND EMPLOYEE RIGHTS	10
GRIEVANCE PROCEDURE.....	12
SENIORITY	15
LAYOFF/RECALL	16
HOURS OF WORK.....	17
OVERTIME	18
SHIFT BIDS	18
BREAK TIME	20
VACANCIES.....	20
TRADES	21
SHIFT DIFFERENTIALS	21
REPORTING PAY	22
TRAINING PAY	22
HOLIDAYS	22

VACATIONS	23
SICK LEAVE	24
SICK LEAVE PAYOUT	25
PERSONAL TIME	26
LEAVES OF ABSENCE	27
BEREAVEMENT LEAVE.....	28
CIVIC DUTY LEAVE	29
MILITARY LEAVE.....	29
HEALTHCARE, WELLNESS AND LIFE INSURANCE	30
DEFERRED COMPENSATION PLAN	31
WAGES	31
PAY PERIODS.....	32
DRUG AND ALCOHOL TESTING.....	32
NO STRIKES OR LOCKOUTS.....	33
UNIFORMS.....	34
SEVERABILITY	34
DURATION OF AGREEMENT	34

PREAMBLE

ARTICLE 1

- 1.01 This Agreement is hereby entered into by and between the Lucas County 911 Regional Council of Governments, hereinafter referred to as the "Employer", and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its affiliated Local Union 12, hereinafter referred to as the "Union".

PURPOSE AND INTENT

ARTICLE 2

- 2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an Agreement, reached through collective bargaining, which will have for its purposes, among others, the following:

- A. 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.
- B. To promote fair and reasonable working conditions.
- C. To promote individual efficiency and service to the residents of Lucas County.
- D. To avoid interruption or interference with the efficient operation of the Employer's business.
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

RECOGNITION

ARTICLE 3

- 3.01 The Employer agrees that it recognizes the Union as the exclusive representative for negotiating wages, hours of work, and other terms and conditions of employment for full-time employees in only the classifications of Public Safety Call Taker, Public Safety Dispatcher, and Public Safety Telecommunicator as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 2021-REP-10-0100 on November 18, 2021.

Excluded are the Public Safety Supervisors, Public Safety Training and Quality Assurance Specialists, and all other employees not employed in the classifications listed in this Article.

MANAGEMENT RIGHTS

ARTICLE 4

- 4.01 The Union shall recognize the right and authority of the Employer to administer the operations and functions of the Employer and, other functions and responsibilities which are required by law. The Union shall recognize that the Employer will retain the full rights to direct the operation of the Lucas County 911 Regional Council of Governments, to promulgate rules and regulations which more particularly, include, but are not limited to, the following:
- A. Determine managerial policy which includes, but is not limited to, areas of functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. Select, evaluate, hire, manage and direct, assign, transfer, promote or retain, and discipline, suspend up to and including discharge with just cause.
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
 - E. Take actions to carry out the mission of the public employer as a governmental unit.
- 4.02 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement, and as permitted by law, shall remain a function of the Employer. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

WORK RULES, REGULATIONS, POLICIES AND PROCEDURES

ARTICLE 5

- 5.01 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs and business.
- 5.02 It is the Employer's intention that work rules, policies, and directives should be interpreted and applied uniformly to all employees. Such rules, policies, and directives may not conflict with the express terms of this Agreement.

- 5.03 The Employer shall provide such work rules to all employees. The Employer shall also give notice of new work rules and work rules changes to the bargaining unit no later than fourteen (14) days prior to the effective date and time. Upon the request of either party, a Labor/Management Committee Meeting will be convened to discuss any perceived effects of such changes. Supervisor directives and expectations shall not constitute “work rules” which consist solely of general departmental work rules.

UNION REPRESENTATION

ARTICLE 6

- 6.01 Representatives (Stewards) may be elected to allow representation on each shift.
- 6.02 The Bargaining Committee shall be comprised of no more than the Chairperson, Alternate-Chairperson and 3 Stewards.
- 6.03 The Employer will not recognize any Employee as a Committee Member or Steward unless the Union shall have first notified the Employer in writing as to the designation of such Representative.
- 6.04 Authority of Committee Members and other Stewards shall include the investigation and adjustment of grievances, attendance at meetings with RCOG Management, negotiating and Administering the Collective Bargaining Agreement, attending Union functions and engaging in other legitimate Union business.
- 6.05 With approval from the RCOG, the Bargaining Committee members and Stewards will be permitted reasonable time to investigate and conduct other necessary business pertaining to the RCOG Collective Bargaining Unit without loss of pay during regularly scheduled hours and provided it does not interfere with, interrupt, or disrupt the normal work duties of the Employees.
- 6.06 The Employer shall provide a space for a locking file cabinet for the storage of Union records and materials. The file cabinet shall be placed in a reasonable location within the Employer’s facility and shall remain accessible to designated Union officers or representatives at all times.
- 6.07 The Employer shall allow the Union bulletin board space in a visible, high-traffic employee areas, including but not limited to break rooms and common hallways. The bulletin board shall be clearly marked as “Union Notices”. The Union may post materials relating to meetings, elections, bargaining updates, educational information, and other matters concerning Union affairs. Materials shall not be defamatory, obscene, or violate any applicable law. The Union shall be responsible for maintaining the content of its postings.
- 6.08 The Union shall be provided the opportunity to meet with new bargaining unit employees during the Employer’s new-hire orientation process.

INTERNATIONAL REPRESENTATIVE

ARTICLE 7

- 7.01 An accredited officer or International Representative of the Union will be permitted to visit offices of the Employer upon prior notification to the Employer. Such permission shall not be unreasonably denied.

UNION LEAVE

ARTICLE 8

- 8.01 The Employer may grant a leave of absence without pay for any elected or appointed Union Representative to transact Union business for Union meetings, conventions, conferences and schools, or other legitimate Union business. Persons requesting this type of leave of absence must submit such a request not less than one (1) week in advance of their intended absence. Union leave of absence shall not be unreasonably denied. A maximum of forty (40) hours of Union Leave may be taken each calendar year, additionally up to four (4) Union Representatives shall be allowed a maximum of sixty-four (64) hours of Union Leave may be taken each calendar year.
- 8.02 The Unit Chairman will be permitted leave up to two (2) hours without pay to attend the monthly Local Union Chairperson's Meeting, if the meeting is scheduled during the Chairperson's regularly scheduled shift. The Chairman will make the Public Safety Communications Manager aware of the date(s) and time of the meetings for coverage, if necessary.
- 8.03 The Chairman (or designee) shall be permitted to attend the regular meetings of the City of Toledo Health Care Cost Containment Committee without loss of pay on their regularly scheduled shift. The Chairman (or designee) must notify the Public Safety Communications Supervisor(s) when using this provision in such a manner as to not interfere with the immediacy of job requirements unless properly relieved.
- Regularly scheduled hours spent attending such regular meetings pursuant to this Section shall be considered hours worked for the purposes of calculating overtime and sick leave accrual. Time spent outside of regularly scheduled hours participating in such meetings shall not be considered compensable or considered hours worked for the purposes of overtime or sick leave accrual.
- 8.04 For the purposes of this agreement, an employee on Union Leave will not be penalized for being "Off Payroll"

DUES DEDUCTION

ARTICLE 9

- 9.01 Monthly dues are set by the UAW Constitution. Dues deductions shall be made in equal installments from each pay period throughout the year

- 9.02 In accordance with applicable law and with an Employee's signed voluntary authorization, the Employer will begin to deduct, after thirty (30) days, the amounts designated by the Union, from the wages of such an Employee monthly dues uniformly required.
- 9.03 The Union shall be responsible for securing such a legal authorization from each such employee prior to any deductions being made.
- 9.04 Said deductions will be made from the payroll checks issued by the Employer.
- 9.05 Said deductions, and a check-off list setting forth the names and the amounts of the deductions, will be forwarded to the Union, and the Union will promptly issue a receipt to the Employer for said deductions.
- 9.06 The Union shall indemnify and hold harmless the Employer against all claims made against it by reason of this provision.
- 9.07 Upon request, the Employer shall provide the Union with a roster of all bargaining unit employees. Additionally, should the employer receive a written notice from a bargaining unit member wishing to cease dues deduction and withdraw from the UAW membership, the Employer shall notify the UAW in writing within ten (10) business days of this request.

VOLUNTARY COMMUNITY ACTION PROGRAM

ARTICLE 10

- 10.01 The Employer agrees to deduct and transmit to the UAW V-CAP Fund, the amount specified from each pay of those employees who voluntarily authorize such deductions on authorization forms, which should be provided for that purpose by the UAW V-CAP Fund.

LABOR MANAGEMENT MEETINGS

ARTICLE 11

- 11.01 In the interest of sound labor/management relations, upon request by either party and on a mutually agreeable date and time, the Employer shall meet with the Bargaining Committee to discuss pending problems and to promote a harmonious labor/management relationship. The International Representative may also attend. Such meeting shall be convened no later than fourteen (14) workdays after the request to meet has been made.
- 11.02 An agenda will be exchanged by the parties at least two (2) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:
- A. discuss the administration of this agreement;
 - B. notify the Union of changes made by the Employer which affect bargaining unit members of the Union;

- C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
 - D. disseminate general information of the interest to the parties;
 - E. discuss ways to increase productivity and improve effectiveness; and/or
 - F. consider and discuss health and safety matters relating to the employees.
- 11.03 Unless otherwise mutually agreed, such meetings shall be limited to ninety (90) minutes in duration
- 11.04 Any Union employee representative attending a meeting during their regularly scheduled working hours shall suffer no loss in pay in connection with such attendance, but they shall not receive overtime compensation as a result thereof.
- 11.05 Any Union employee representative attending a labor-management meeting during their unscheduled working hours shall be paid their regular straight-time rate of pay for time spent in attendance. This provision will be for up to four (4) bargaining stewards and representatives.
- 11.06 Labor/management meetings are not intended to be negotiation sessions or alter or amend the basic Agreement
- 11.07 Health and safety concerns shall be a standing agenda item within regularly scheduled Labor-Management Committee meetings. Discussion topics may include:
- Safety concerns, incidents, and hazards.
 - Improvements to workplace safety practices, including those outlined in industry best practices.
 - Safety training, equipment, or policy changes.
 - Mental health and stress management.

NON-DISCRIMINATION

ARTICLE 12

- 12.01 The parties of this Agreement agree that they shall not discriminate against any persons because of race, religion, creed, color, sex (including sexual orientation or gender identity), age, marital status, physical or mental disabilities, national origin or political affiliation.
- 12.02 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.
- 12.03 The Employer agrees not to interfere with the rights of Employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the

Employer against any Employee activity in an official capacity on behalf of the Union, when the action is in accordance with this Agreement.

- 12.04 The Union agrees not to intimidate or coerce any Employee in an effort to recruit membership for the Union.

PROBATIONARY PERIOD

ARTICLE 13

- 13.01 Every newly hired employee will be required to successfully complete a probationary period. Newly hired probationary employees may be terminated at any time during their probationary period and shall have no appeal over such removal.
- 13.02 The probationary period shall be one thousand five hundred and sixty (1,560) actual hours worked after successful completion of their initial on-the-job training.
- 13.03 Probationary Employees shall be represented by the Union once they have satisfactorily completed one hundred sixty (160) actual work hours of their probationary period; except representation shall not be provided in matters relative to retention, discipline, or removal until satisfactory completion of the full probationary period.
- 13.04 Probationary employees shall be eligible to work overtime after they have been notified in writing that they can perform their assigned work duties unassisted.

SPECIALTIES

ARTICLE 14

- 14.01 Each Dispatcher and Telecommunicator will have a specialty in Law Enforcement Dispatch or Fire Dispatch. Such Specialty will not preclude or prohibit voluntary cross-training between specialties.
- 14.02 Telecommunicators and Dispatchers with a Specialty in EMS Dispatch, prior to ALS Reform, will remain in their current classification, recognized in Article 3, with a Specialty of Fire Dispatch, provided they become qualified for such Specialty.
- 14.03 Fire Telecommunicators/Dispatchers not certified as EMD at the time of ALS Reform will not be required to obtain EMD training/certification, provided staffing needs are met on each shift as determined by Management. Employees hired after June 1, 2024, with a Fire Dispatch Specialty will be required to obtain EMD certification.
- 14.04 Pursuant to ALS Reform in 2024, the Employer shall, in its sole discretion, determine who is eligible to receive EMD training from volunteers within the Fire Dispatch Specialty, consistent with Article 23, Vacancies, and shift needs. If a sufficient number of volunteers from the existing Fire Dispatch Specialty are not received to satisfy staffing needs, the Employer will utilize reverse seniority to require EMD training from the Fire Dispatch Specialty.

- 14.05 Employees selected for EMD training/certification will be provided time for training during normal work hours. Training outside normal work hours must be with prior approval of the Employer and will be paid at the applicable rate.
- 14.06 If an Employee is unable to meet job requirements, as determined by the Employer through certification or qualification, the employee may be terminated. Consideration may be given for a transfer to Call Taker at the applicable rate of pay for that Classification.

CORRECTIVE ACTION AND EMPLOYEE RIGHTS

ARTICLE 15

- 15.01 No employee shall be reduced in pay, suspended, subject to “working suspension,” or discharged except for just cause.

- 15.02 Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer’s policy.

Progressive discipline shall take into account the nature of the violation, the employee’s record of discipline, and the employee’s record of performance and conduct.

- 15.03 Records of disciplinary actions shall be considered for purposes of progressive discipline; however, such discipline may no longer be considered in accordance with the following schedule, provided the employee receives no intervening disciplinary actions:

Counselings	Six (6) Months
Reprimands	Twelve (12) Months
Suspensions	Twenty-Four (24) Months

- 15.04 The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. All disciplinary investigations shall be conducted as promptly as practicable. In the event an internal investigation will exceed twenty-one (21) days from the date the Employer becomes aware of the incident, the Employer will notify the Union prior to day twenty-one (21) of the status of the investigation, provide an anticipated date of completion, and provide periodic updates thereafter.

- 15.05 At the conclusion of the investigation, the bargaining unit member under investigation shall be informed, in writing, of the investigative findings and any recommendations or disciplinary action that the person intends to make, within ten (10) days.

- 15.06 Whenever the Employer determines that an employee’s conduct may warrant a suspension with or without pay, reduction in pay, or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The employee may be represented at such pre-disciplinary conference by a Union representative. Where twenty-four (24) hours or less notice is given to the employee of the pre-disciplinary conference, the Union representative shall have the right to request

to the Employer in writing that the conference be rescheduled, but no later than forty-eight (48) hours. The Employer shall not unreasonably deny such requests. Where the situation requires that the employee be placed on leave pending the pre-disciplinary conference, the leave shall be with pay until the day of the pre-disciplinary conference.

- 15.07 Records of verbal or written reprimands, or suspensions that are maintained in the employee's personnel file shall include a copy to the employee, and the Union, at the time the reprimand is included in the employee's personnel file.
- 15.08 Upon appropriate request to the Employer, an employee may inspect their personnel file subject to the following:
 - A. Inspection shall occur in a manner mutually acceptable to the employee and the Employer.
 - B. Copies of materials in an employee's personnel file shall be provided to the employee upon written request.
- 15.09 This article shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a suspect of criminal investigation they shall be afforded the same constitutional rights to which any other individual is entitled.
- 15.10 Counselings and reprimands may be appealed to Steps 1 through 3 of the grievance procedure only. No such grievances may be appealed to arbitration.
- 15.11 Whenever the Employer or designee(s) interviews, questions, or interrogates Bargaining Unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in pre-disciplinary conferences, the following conditions shall apply:
 - A. Employees being questioned as witnesses shall be so informed before any questioning
 - B. When an employee who is suspected of misconduct is interviewed or questioned regarding such misconduct, they shall be apprised of the nature of the suspected misconduct as it is known at that time and their right to have a Union representative present to advise them during the questioning.
 - C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
 - D. Preliminary investigations and pre-disciplinary conferences may be recorded, provided that all parties are made aware of the recording. A copy of the recording shall, at the request of the other party, be provided to the requesting party.
 - E. Preliminary investigations and pre-disciplinary conferences shall be held preferably during an employee's scheduled working hours or, if not feasible, at a time in reasonable proximity to their shift. All participants, required by the Employer to be present, shall be compensated appropriately for time spent outside of their scheduled work hours
 - F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods.

- G. Neither the Employer nor the Union shall initiate press releases or other communications to the press until the investigation is completed and the employee is either cleared or charged.
- H. The employee or the Union shall, upon request, be provided opportunity to inspect all written statements that pertain to the investigation at the time the employee is charged. All other materials that pertain to the investigation, e.g. video or audio recordings, shall be made available for inspection and/or review by the employee or the Union upon request.
- I. No threat against, harassment of, or promise or reward to any Bargaining Unit member shall be made in connection with an investigation to induce the answering of any question.

15.12 The Employer shall address tardiness in the following manner:

- In the event of repeated tardiness, discipline will only be applied when an employee has three (3) or more occurrences of tardiness within a rolling twelve (12) month period, based on the following:
 - Occurrence three (3) = Counseling
 - Occurrence four (4) = Verbal Reprimand
 - Occurrence five (5) = Written Reprimand
 - Occurrence six (6) = Suspension
 - Occurrence seven (7) = Termination

Discipline related to tardiness will be applied in a progressive manner, following the discipline steps outlined in this Article. However, the Employer may, at its sole discretion, repeat any step.

GRIEVANCE PROCEDURE

ARTICLE 16

- 16.01 The term “grievance” shall mean an allegation by a Bargaining Unit employee or the Union that there has been a breach, misinterpretation, or improper application of an express and specific term or provision of this Agreement. The grievance procedure may not be used to effect changes in the terms of this Agreement.
- 16.02 A grievance under this procedure may be brought by any member of the Bargaining Unit or the Union. Where a group of bargaining unit members or the Union desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, the union will process the grievance.
- 16.03 All grievances must be processed at the proper step in order to be considered at subsequent steps. The Employee/Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the Employee/Union within the time limits provided shall be considered resolved based upon the Employer’s last answer.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Employee/Union to the next step in the grievance procedure. All time limits on grievances may be extended only upon mutual consent of the Employer and the Union. Any such extensions shall be non-precedent setting and cannot form the basis of any subsequent claim of past practice.

- 16.04 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the Union/grievant shall submit their written grievance to their immediate supervisor within seven (7) workdays of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within seven (7) workdays following the date on which the supervisor was presented the grievance.

Step 2: If the grievance is not resolved in Step 1, the Employee/Union shall submit the grievance to the Manager within seven (7) workdays of the Step 1 response. The Manager shall have seven (7) workdays in which to schedule a meeting, if he/she deems such necessary, with the grieved employee and their representative. The Manager shall investigate and respond in writing to the grievance within seven (7) workdays following the meeting date, if a meeting is held, or seven (7) workdays following receipt of the grievance, whichever is applicable.

Step 3: If the grievance is not resolved in Step 2, the Employee/Union shall submit the grievance to the Executive Director, or designee, within seven (7) workdays of the Step 2 response. The Executive Director, or designee, shall have seven (7) workdays in which to schedule a meeting, if he/she deems such necessary, with the grieved employee and their representative. The Executive Director, or designee, shall investigate and respond in writing to the grievance within ten (10) workdays following the meeting date, if a meeting is held, or ten (10) workdays following receipt of the grievance, whichever is applicable.

Step 4: Arbitration. If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply. Upon receipt of a request for arbitration, the Employer or its representative and the representative of the Union may, within ten (10) working days following the request for arbitration, mutually select an arbitrator. If they have not done so within said ten (10) working days following the request for arbitration, they shall jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. It shall be stipulated in the request to FMCS that the list must be comprised of "National Academy" arbitrators whose principal

place of business is in the State of Ohio. The parties shall agree on a submission agreement outlining the specific issues to be determined by the Arbitrator prior to requesting the list. The parties shall select an arbitrator within fourteen (14) working days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The Arbitrator shall hold the arbitration promptly and issue their decision within a reasonable time thereafter. The Arbitrator shall limit their decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein, arriving at their determination on any issue presented that is properly within the limitations expressed herein. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the Arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be paid by the party requesting it. All costs directly related to the services of the Arbitrator shall be paid by the losing party. Any expense of any witnesses shall be paid by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

16.05 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the Employer and the Union:

- A. Aggrieved employee's (or group/unit/classification) name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance is being filed in writing;
- D. Date and time grievance occurred;
- E. The location where the grievance occurred;
- F. A description of the incident giving rise to the grievance;
- G. Specific articles and sections of the Agreement violated; and

H. Desired resolution to the grievance.

16.06 For purposes of this article, “workdays” shall be defined as Monday through Friday and shall exclude Saturdays, Sundays, and holidays.

SENIORITY

ARTICLE 17

17.01 OVERALL SENIORITY. Seniority ranking shall be defined as the overall length of full-time continuous service with the Employer. Overall Seniority ranking will be utilized for overtime, bidding vacancies, and layoffs.

17.02 All Employees beginning employment with the Employer on October 1, 2021, will have a seniority date that carries over from their previous employer. Any Employee that only had Part-Time service prior to joining the COG shall have a Seniority Date of September 30, 2021. Any employee beginning employment after October 1, 2021, will use their actual hire date for seniority.

17.03 SPECIALTY SENIORITY. Specialty Seniority is defined as the overall length of time working in a particular Discipline or Specialty. For these purposes, Disciplines or Specialties are as follows: Call Taking, Law Enforcement Dispatch, and Fire Dispatch.

A. Any time an employee changes from one discipline to another they will move to the bottom of the seniority list of that new discipline.

B. Specialty Seniority shall be used for preference of vacations, personal time, shift bids for non-probationary employees, and bidding vacancies on shifts.

C. In the event multiple employees have the same Specialty Seniority date, the Overall Seniority Date shall be utilized to determine the order. In the event the Overall Seniority dates are the same, refer to 17.05 in this Article.

D. In the event an employee is unsuccessful in their attempt to qualify in a new Discipline or Specialty, he/she shall return to their previous Discipline or Specialty and shall suffer no loss in Specialty Seniority due to the change.

E. An Employee voluntarily, or forcefully through the discipline process, going to a previously qualified Discipline or Specialty shall move to the bottom of that previous Discipline or Specialty Seniority list.

17.04 If an Employee began employment on October 1, 2021, and began working in a new discipline, different than the discipline they were doing at their previous employer on September 30, 2021, that employee would move to the bottom of the new discipline seniority list.

- 17.05 In the event more than one Employee is hired on the same effective date, the following steps shall be used in this specific order to determine seniority amongst the individuals:
- A. The order of ranking after the interview process will be utilized to determine overall seniority of the affected new hires.
 - B. If there is no clear ranking order as a result of the interview process, the overall seniority of the affected new hires will be determined based upon alphabetical order of “last name”, followed by “first name” if necessary, and lastly by “middle name” if needed.
- 17.06 LOSS OF SENIORITY. An employee's seniority shall be discontinued for any of the following reasons:
- A. If the Employee quits for any reason;
 - B. If the Employee is discharged for proper cause;
 - C. If the Employee violates any provision of Article 33 Leaves of Absence from this Agreement;
 - D. If the Employee fails to report for work for three (3) consecutive working days without providing the Employer with an acceptable reason during said period;
 - E. If the Employee fails to notify the Employer of his/her intention to return from layoff within seven (7) calendar days after having received a notice to return from layoff.
- 17.07 SENIORITY RETENTION. An Employee who accepts a permanent position within the RCOG but is excluded from the bargaining unit shall continue to maintain his/her bargaining unit seniority up to twelve (12) months. Such Employee may return to the bargaining unit within those twelve (12) months to such classification for which he/she is qualified and his/her seniority entitles him/her to.
- 17.08 SENIORITY LISTS. The Union will provide the initial seniority lists. These lists shall be kept up-to-date by the Employer and give the Employee's Overall Seniority Date, current Specialty Seniority Date and Vacation Accrual Date. The list shall be posted for all employees to see. Any time there are changes made, a new list shall be provided to the Union. Upon ALS Reform, Specialty Seniority was determined by the Union. A Specialty Seniority List was provided by the Union to the Employer on August 23, 2024.

LAYOFF/RECALL

ARTICLE 18

- 18.01 When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the Employee(s) affected and the Union at least fourteen (14) calendar days in advance of the effective date of such layoff

The Employer shall determine when a layoff shall occur. Affected Employees will be laid off based upon qualifications and in accordance with bargaining unit seniority.

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, Employees who are still on the recall list shall be recalled in the reverse order of layoff. Seniority, for the purpose of recall, shall terminate after twelve (12) months.

Notice of recall shall be sent to the Employee by regular mail, email, or hand-delivered. The Employer shall be deemed to have fulfilled its obligations by delivering the recall notice, with a copy of such notice to be sent to the Union, to the last email or mailing address provided by the Employee.

The recalled Employee shall have seven (7) calendar days following the date of receipt of the recall notice to notify the Employer of their intention to return to work. The Employee shall have three (3) additional days to report for duty, unless a later date is otherwise specified in the notice.

HOURS OF WORK

ARTICLE 19

- 19.01 The purpose of this Article is to define normal work schedules and workdays under this Agreement.
- 19.02 For the purpose of this Agreement the basic day shall begin between 6:00 am and 8:00 am with the beginning of first (1st) shift.
- 19.03 Employees will work a 4-2 Schedule, which consists of the employee working four (4) consecutive eight (8) hour days, followed by two (2) consecutive days off. Each of these periods of four (4) work days followed by two (2) days off constitutes a “key”.
- 19.04 Additional shifts may be added to overlap the above three (3) shifts to allow for additional coverage. These additional shifts, once filled, must remain in effect through the end of the same calendar year.
- 19.05 With a rotating 4-2 Schedule, employees will have varied hours of required work. The Keys that determine an employee’s work week shall be arranged so the employees will normally work 80 scheduled hours in a pay period, with the two (2) surrounding pay periods that each have 72 hours scheduled. Keys worked will be determined at the beginning of each year and reasonable efforts will be made to minimize adjustments to such keys
- 19.06 Employees will be paid for actual hours worked each pay period.
- 19.07 During the switch to Daylight Saving Time in the Spring of each year, Employees working 3rd Shift shall be paid for the hour lost during the switch. During the switch back to Eastern Standard Time in the Fall of each year, Employees working 3rd Shift shall be paid for the extra hour worked during the switch.

In the event an Employee has less than eight (8) hours off due to a forced overtime resulting from Daylight Saving Time, the Employer may adjust the affected Employee's schedule accordingly.

OVERTIME

ARTICLE 20

- 20.01 During the normal eight (8) hour workday, an employee will be paid at the regular straight time rate of pay for all work performed.
- 20.02 Any work in excess of the regular eight (8) hour work day, or in excess of forty (40) hours in a work week, will be paid at the rate of one and one-half (1½) times their regular straight time rate of pay. Unworked time shall not be considered as hours worked for purposes of this Agreement, except that paid time off work on Vacation Leave, Bereavement Leave or Civic Duty Leave shall be counted as hours worked for the purpose of computing overtime. There shall be no pyramiding of overtime.
- 20.03 An Employee can work a maximum of sixteen (16) hours in any twenty-four (24) hour period voluntarily, but should not be forced to work more than twelve (12) hours in a 24-hour period. If all reasonable efforts to fill overtime have been exhausted, an employee may be forced to work sixteen (16) hours in a row.
- 20.04 Employees working overtime contiguous with their normal shift must have at least eight (8) hours off before and after all continuous hours worked prior to being forced for additional overtime that is not contiguous with the shift.
- 20.05 In accordance with Article 13.04, Probationary employees shall be eligible to work overtime after they have been notified in writing that they can perform their assigned work duties unassisted.
- 20.06 Overtime worked for all employees must be authorized in advance by the immediate supervisor.

SHIFT BIDS

ARTICLE 21

- 21.01 For all non-probationary employees, on or about the first day of November of each calendar year, the Union will take up an annual bid. This bid will apply for all shifts, including any additional shifts added by management. The Union shall determine the bid process in accordance with the remaining sections of this Article.
- 21.02 Said shift bids shall take effect on or about the first day of January of the next calendar year, and results of the bid must be provided to the Employees by the first day of December.

- 21.03 Employees shall have the opportunity, based upon their Specialty Seniority, to bid on a shift within their classification. A maximum of one (1) Dispatcher shall be allowed to bid for each key on each shift for each Specialty. This does not preclude the Employer from adding more Dispatcher positions. An Employee may request a specific key on the shift as well, and management will make an effort to accommodate said requests, although not all requests may be granted.
- 21.04 Each Discipline or Specialty will have its own separate shift bid. Telecommunicators and Dispatchers with a Fire Dispatch Specialty will include a secondary consideration of EMD certified status. The number of shift bids for each Classification, Specialty, and EMD certified positions for each shift shall be determined by the Employer.
- 21.05 Prior to the bidding process beginning, the Union shall meet with the Employer in the last week of October to verify the number of positions available per Classification, per Specialty, and EMD certified position in accordance with 21.04, per shift. The Employer shall provide an updated Seniority List to the Union at the time of the meeting.
- 21.06 The bid process shall begin with the most senior Employee of each particular Discipline or Specialty. That Employee will choose the shift they wish to work in the upcoming year. Once complete, the next senior Employee of that Discipline or Specialty will choose. The process will continue until the last Employee has bid for each Discipline or Specialty.
- 21.07 Upon completion of the bid being taken and prior to its implementation, the Union and Management will meet to discuss the implementation of the bid and other issues of concern.
- 21.08 Probationary Employees are not entitled to a shift bid but may submit a Shift Preference Form to Management. Preferences will be taken into consideration based on staffing needs.
- 21.09 The following shift bid process is determined by the Union and not subject to the grievance procedure. All Employees shall be required to complete a Shift Bid Preference Form and submit it to a designated Union Representative. The Union shall distribute the shift bid packets to all employees on the fifteenth (15th) day of October each calendar year.

The shift bid packet shall include:

- A Shift Bid Preference Form, which shall require the Employee's name, classification, shift/key preferences listed in order of priority from first choice to last choice, signature, and date of completion.
- A sealable envelope labeled with the Employee's name.

Employees shall complete the Shift Bid Preference Form and place it in the provided envelope. The completed envelope must be submitted to a Union Representative no later than the thirtieth (30th) day of October. Upon submission, both the Employee and the Union Representative shall initial the envelope and sign a master receipt list acknowledging that the sealed bid has been received.

All submitted bid packets shall be promptly secured by the Union Representative and stored in the Union's locked filing cabinet until the official bid process is conducted in accordance with Article 21.01.

Any employee who fails to submit a completed Shift Bid Preference Form by the established deadline shall forfeit their shift selection rights. Such Employees shall be placed at the bottom of the bid list, regardless of seniority, and shall be assigned to any remaining available shifts.

- 21.10 Upon completion of the bid process as outlined in Article 21.01, the Chairperson, or their designee, shall distribute the preliminary shift bid results and the updated seniority list to all employees via the Employer's electronic mail system.

The preliminary shift bid results shall be subject to a two (2) calendar day challenge period. Any challenges must be submitted directly to the Union Representative responsible for conducting the bid process.

At the conclusion of the challenge period, the Union shall deliver copies of all Shift Bid Preference Forms and the finalized Shift Bid Forms to Management for official posting and recordkeeping.

BREAK TIME

ARTICLE 22

- 22.01 All Specialties or Disciplines shall be entitled to equal amounts of Break Time, with one of the break periods being equal to thirty (30) minutes for an eight-hour shift. The Employer shall make reasonable efforts to ensure that employees are provided with break time subject to operational needs and supervisor's approval.
- 22.02 Because all Specialties are staffed differently, and operate differently, breaks shall be established within whichever Specialty the Employee is working in during that shift.

VACANCIES

ARTICLE 23

- 23.01 Vacancies, which shall include all Job Duties, Responsibilities and Qualifications, will be posted on the Operations Floor for a period of seven (7) days. Upon removing the bid after the seven (7) days posting, the most qualified Employee will be awarded the position. Work history, attendance and prior discipline may be taken into consideration by the employer in making its decision as to the most qualified employee. At the time of posting, the Employer will include the total number of vacancies intended to be filled, although subject to change at any time. Final eligibility and vacancies will be at the sole discretion of the Employer.

If two (2) or more individuals are judged to be equally qualified, the employee with the greatest Overall Seniority shall be chosen to fill the vacancy.

- 23.02 If no Bargaining Unit Employee has bid on said vacancies, the position may then be posted and open for those not in this Bargaining Unit.

TRADES

ARTICLE 24

- 24.01 Employees shall be permitted to trade shifts or days off with other qualified employees or themselves, provided the trades are done in eight (8) hour increments. "Qualified employee" shall mean qualified in a similar skillset (e.g. Fire Dispatcher without EMD certification may not trade with Fire Dispatch employee with EMD certification). No three-way trades will be permitted and self-trades cannot create overtime.

- 24.02 Employees must submit a request for a trade to a supervisor for approval. The supervisor shall approve the trade unless there are extenuating circumstances to prohibit such a trade.

Trades between two (2) employees may be submitted and approved no more than thirty (30) days prior to the first affected shift. Employees trading with themselves may be submitted no more than thirty (30) days prior to the first affected shift and be approved no more than twenty-four (24) hours prior to the shift they will be off.

- 24.03 Trades must be completed within the same pay period.
- 24.04 In the event an Employee arrives late for a traded shift or fails to appear for the shift(s) and/or day(s) that they had agreed to, they will not be permitted to trade for a period of six (6) months, in addition to any other discipline imposed.
- 24.05 Each Employee may trade no more than three (3) times per pay period.

SHIFT DIFFERENTIALS

ARTICLE 25

- 25.01 Due to the unique nature of shift work and the toll it can take on an employee and their family, Shift Differentials shall be paid in accordance with this article
- 25.02 Employees working the Second Shift, or Afternoon Shift, or any portion thereof, shall receive \$0.50 per hour in addition to their hourly rate
- 25.03 Employees working the Third Shift, or Midnight Shift, or any portion thereof, shall receive \$0.50 per hour in addition to their hourly rate

REPORTING PAY

ARTICLE 26

- 26.01 Any bargaining unit employee required to report, and does actually report, for any form of duty by Management (excluding training and meetings) shall receive a minimum of two (2) hours of compensation at the appropriate rate. If the Employer and the Employee mutually agree, the Employee may leave in lieu of receiving payment.

TRAINING PAY

ARTICLE 27

- 27.01 Any employee designated a Communications Training Officer (CTO) by the employer shall be paid a training premium. Said premium shall be equal to \$2.00 per hour while providing on-the-job training
- 27.02 If at any time an employee is requested to assist the employer with classroom training or any other training or training preparation outside of actual on-the-job training on the operations floor, he/she shall be paid the same \$2.00 per hour premium pay rate

HOLIDAYS

ARTICLE 28

- 28.01 For purposes of this Agreement, the following are recognized Holidays:

NEW YEAR'S DAY	(8 hours, January 1 st)
MARTIN LUTHER KING DAY	(8 hours, 3 rd Monday in January)
PRESIDENT'S DAY	(8 hours, 3 rd Monday in February)
MEMORIAL DAY	(8 hours, last Monday in May)
JUNETEENTH	(8 hours, June 19 th)
INDEPENDENCE DAY	(8 hours, July 4 th)
LABOR DAY	(8 hours, 1 st Monday in September)
COLUMBUS DAY	(8 hours, 2 nd Monday in October)
VETERANS' DAY	(8 hours, November 11 th)
THANKSGIVING DAY	(8 hours, 4 th Thursday of November)
DAY AFTER THANKSGIVING	(8 hours, Day after Thanksgiving)
CHRISTMAS EVE DAY	(8 hours, December 24 th)
CHRISTMAS DAY	(8 hours, December 25 th)

- 28.02 Any special holiday, as designated by the RCOG, when RCOG offices are closed for all or part of the day, will also be observed as a holiday under this Article. The holidays identified above may be recognized by the RCOG on different dates than those noted above (for employees not in this bargaining unit). Should this occur, these days shall not be considered special holidays
- 28.03 In order to be eligible for holiday premium pay, an employee must have worked or been in pay status for the entire scheduled work day immediately preceding and their entire scheduled work day immediately following the holiday

- 28.04 Holidays shall be observed on the day as specified above. Holiday premium pay shall be paid on those shifts where the majority of hours worked fall on the actual date of the Holiday. Typically this will include the 3rd shift starting just prior to the date of the holiday and the day shift and afternoon shift that fall on the actual Holiday date.
- 28.05 Every Employee required to work on any observed holiday shall be entitled to pay at the rate of one and one-half (1½) times his/her regular hourly rate for such time worked.
- 28.06 Employees called to work (voluntarily or through force) on a holiday will be paid at the rate of two (2) times his/her regular hourly rate for such time worked.

VACATIONS

ARTICLE 29

- 29.01 Vacation leave shall be provided to all employees on the first day of each calendar year and shall be utilized in the same calendar year in which it was granted, otherwise it will be lost.
- 29.02 Vacation leave shall be provided to employees of the RCOG commensurate with years of service with the RCOG in accordance with the following schedule, provided that employees hired prior to June 1, 2022, shall receive credit for time in the employment of the state, county, municipal corporation, township, special district, school district, or other political subdivision in the State of Ohio.

Up to 1 years of service – 40 hours

1 to 5 years of service – 80 hours

6 to 11 years of service – 120 hours

12 to 18 years of service – 160 hours

19 to 23 years of service – 200 hours

24 or more years of service – 240 hours

Vacation leave provided on the first day of each calendar year shall be based upon the number of years of service an employee will achieve in that calendar year.

Any employee, who has retired in accordance with any retirement plan offered by the state, shall not have prior service with the state, any political subdivision of the state, or a regional council of government, counted for the purpose of computing vacation leave.

New employees shall receive a prorated amount of vacation leave based upon their start date as follows:

Start Date prior to April 1 – 40 hours Vacation Leave

Start Date between April 1 and June 30 – 32 hours Vacation Leave

Start Date between July 1 and September 30 – 24 hours Vacation Leave

Start Date after September 30 – 0 hours Vacation Leave.

All vacation leave shall be pre-approved by the Employee's supervisor.

- 29.03 Employees with a minimum of one (1) year of service with the RCOG separating employment shall be eligible for payment of their unused hours of vacation leave at the Employee's regular hourly rate of pay. Employees with less than one (1) year of service with the RCOG shall not receive payment of their unused vacation leave hours when separating employment.
- 29.04 Vacation requests will be based on seniority from January 1st, through the last day of January, after which time they will be granted on a first-come, first served basis. Vacation requests for January placed December 1st through December 15th will be based on seniority.
- 29.05 On any given shift, there may be 1 Call Taker, 2 Fire Dispatchers or Telecommunicators, and up to 2 Law Dispatchers or Telecommunicators off using Vacation Time, but no more than a total of four (4) employees may be off on vacation on any given shift.
- 29.06 Employees requesting to utilize their vacation time shall complete a request and submit it to the Supervisor, with at least four (4) days' notice prior to the affected shift. Employees may request to utilize vacation time with less than four (4) days' notice prior to the affected shift with prior approval, provided that utilizing the time does not create a vacancy that must be filled with overtime. Such request shall not be unreasonably denied.
- 29.07 In the event that an employee is denied and cannot use vacation time due to operational needs, the employee shall be permitted a period of three (3) months (once operational needs allow) to use the vacation, provided that no more than 40 hours may be carried over to the following calendar year.
- 29.08 In the case of the death of a COG Employee, the unused vacation leave to the credit of any such Employee shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her estate.
- 29.09 Any employee that has been approved to use Vacation Leave on a particular day(s) and unexpectedly has to use another form of qualifying paid time (Bereavement Leave, Civic Duty Leave) for the date(s) prior to, during or after the previously scheduled Vacation Day(s), shall be entitled to use the other qualifying time and the Vacation time shall be returned to the Employee's credit.

SICK LEAVE

ARTICLE 30

- 30.01 All employees shall accrue sick leave at a rate of .0575 hours for each hour worked, up to a maximum of 120 hours per payroll year. All hours worked, including Vacation Leave, Sick Leave, Bereavement Leave, Civic Duty Leave, and Overtime shall be included as hours worked for purposes of calculating accrued paid sick leave. No credit for premium pay shall be given consideration in calculating accrual of paid sick leave.

Beginning the first full pay period in 2026, Personal Time will be counted as hours worked for the purposes of calculating accrued paid Sick Leave.

- 30.02 An employee may use accrued sick leave for personal illness, and in the case of illness, injury, or death in the Employee's immediate family reasonably requiring the Employee's personal attention.

"Immediate family", for purposes of paid sick leave shall include:

Spouse or significant other

"Significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee

Parent (father, mother, stepfather, stepmother, or loco parentis relationship)

Child (biological, adopted, foster, step, or loco parentis relationship)

Any other relative living full- time in the residence of the employee

- 30.03 To qualify for use of paid sick leave, an Employee must inform their immediate supervisor of the fact and the reason for their absence at least two (2) hours prior to their shift and failure to do so, unless unable to do so or excused by their supervisor, may be cause for denial of pay for the period of absence.

- 30.04 Full paid sick days shall be charged against Employees at the rate of eight (8) hours per day. Partial paid sick days shall be charged in no less than (15) minute increments.

An employee calling off sick may not be permitted to return to work within their regularly scheduled shift. Sick time for doctor, dental, or medical appointments must be used at the beginning or end of the shift and shall be used in one (1) hour increments. Employees who use sick time in conjunction with the beginning of the shift for doctor, dental or medical appointments can report to work at the end of the sick time used.

- 30.05 All sick day payments shall be based on the Employee's regular straight-time hourly rate at the time of payment

- 30.06 The Employer may, in its discretion, require a doctor's certificate or other acceptable proof of illness, injury or death when the abuse of any form of sick leave is suspected.

Any abuse, patterned use, falsification of, or failure to provide a doctor's certificate or other acceptable proof of illness, injury, or death for the use of sick leave, shall be just and sufficient cause for disciplinary action, according to Article 15, Corrective Action.

- 30.07 Verification must be provided after three (3) consecutive days absence. Failure of an employee to provide verification shall result in pay loss for the period in question, and may result in further disciplinary action, at the discretion of the Employer.

SICK LEAVE PAYOUT

ARTICLE 31

- 31.01 An Employee who retires under qualifying terms of the Ohio Public Employees Retirement System (OPERS) and has a minimum of ten (10) years of service with the RCOG shall be eligible to receive pay for unused sick leave as listed below.

1. Thirty-three percent (33%) of salary for the first four hundred eighty (480) hours:
2. Fifty percent (50%) of salary for the next four hundred eighty (480) hours:
3. For a maximum of nine hundred sixty (960) hours.

An Employee hired by the RCOG on or prior to October 1, 2021, as a result of the 911 county-wide consolidation, who retires under qualifying terms of the OPERS and has a combined minimum of ten (10) years of service with the RCOG and their previous public employer at the time of consolidation, shall be eligible to receive pay for unused sick leave as listed in this Section above.

- 31.02 In the event of the death of an employee in active service, with ten (10) or more years of service with the RCOG, said date of death shall be construed as retirement, and any sick leave payment for which the decedent would have otherwise qualified shall be paid to the decedent's surviving spouse or the estate.

PERSONAL TIME

ARTICLE 32

- 32.01 In lieu of Compensatory Time, each Employee that began employment with the RCOG on October 1, 2021, shall be given eighty-eight (88) hours of Personal Time in a time bank.
- 32.02 In lieu of Compensatory Time, each Employee hired after October 1, 2021, shall be given forty-eight (48) hours of Personal Time in a time bank.
- A. Once an Employee reaches five (5) Years of Service they shall begin earning eighty-eight (88) hours of Personal Time per year.
- 32.03 Employees must be employed by the RCOG for one (1) year prior to the time being issued.
- 32.04 Personal Time shall be issued on January 1st of each year and shall be used in either four (4) or eight (8) hour increments.
- A. Personal Time provided on the first day of each calendar year shall be based upon the number of years of service an employee will achieve in that calendar year, provided the Employee has previously satisfied the requirement of being employed for one (1) full year.
- 32.05 After an Employee has ten (10) years of Overall Seniority according to Article 17, Seniority, the Employee shall be eligible to receive an additional eight (8) hours for each five (5) years of Overall Seniority beyond the initial ten (10) years.
- 32.06 On any given shift, two (2) employees may be off on Personal Time, but no more than one (1) per specialty.
- 32.07 Employees may carry over thirty-two (32) hours of Personal Time into the following year.

- 32.08 An Employee desiring to utilize his/her Personal Time shall give at least twenty-four (24) hours notification prior to the start of his/her shift. This, however, does not restrict the employee from submitting a request to utilize his/her personal day(s) well in advance of the twenty-four (24) hour limit. The employer shall not unreasonably deny such request(s).
- 32.09 Employees may request to utilize Personal Time with less than twenty-four (24) hours' notice with supervisor approval and provided that utilizing the time does not create overtime. Such request shall not be unreasonably denied.
- 32.10 The Employee wishing to utilize his/her personal time shall complete a request and submit it to the Supervisor.
- 32.11 Employees shall be granted access to view the entire schedule so they can plan accordingly. Employees may submit Personal Days when not at work either electronically or by telephone to the appropriate supervisor
- 32.12 Requests to use Personal Time will be based on seniority from January 1st, through the January 15th of each year, after which time they will be granted on a first come, first served basis.
- Requests to use Personal Time during the Month of January may be submitted December 1st through December 15th and shall be granted based on Seniority. Any requests to use them in January submitted afterwards shall be granted on a first-come, first-served basis.
- 32.13 Any employee that has been approved to use Personal time on a particular day(s) and unexpectedly has to use another form of qualifying paid time (Bereavement Leave, Civic Duty Leave) for the date(s) prior to, during or after the previously scheduled Personal Time, shall be entitled to use the other qualifying time and the Personal Time shall be returned to the Employee's credit.
- 32.14 Upon separation of employment for reasons of disciplinary termination or resignation, no payment of unused personal time shall be made.

LEAVES OF ABSENCE

ARTICLE 33

- 33.01 An unpaid leave of absence may be granted to an Employee in the bargaining unit upon application to the Executive Director or designee for approval or disapproval. The leave may be granted in accordance with the following conditions:
- A. A leave of absence shall not exceed ninety (90) days;
 - B. A leave of absence for purposes other than illness shall not exceed a period of ninety (90) days, unless approved by the Executive Director, or their designee. An Employee who requests a leave of absence for purposes other than illness for a period in excess of ninety (90) days shall file a written request with the Executive Director, wherein the Employee shall state the reason(s) why the leave has been

requested. An Employee shall lose no seniority rights for a period up to ninety (90) days while on an approved leave of absence;

- 33.02 Any Healthcare costs incurred while an Employee is on an unpaid leave of absence shall be paid in accordance with the agency the RCOG contracts with for Health Insurance Coverage, currently the City of Toledo.

BEREAVEMENT LEAVE

ARTICLE 34

- 34.01 Employees shall be granted three (3) days of paid bereavement/funeral leave upon the death of an employee's immediate family.

- 34.02 For the purpose of this policy, "immediate family" is defined as:

- A. Spouse or significant other. "Significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee
- B. Parent (father, mother, stepfather, stepmother, father-in-law, and mother-in-law, or loco parentis relationship)
- C. Child (biological child, adopted child, foster child, stepchild, son-in-law, daughter-in-law, or loco parentis relationship)
- D. Sibling (brother, sister, brother-in-law, sister-in-law, step siblings)
- E. Grandparent
- F. Grandchild
- G. Live-in partner residing full-time in the employee's primary residence
- H. Any other relative residing full-time in the residence of the employee
- I. Subject to the Employer's approval and discretion, a person who, because of special circumstances, has a relationship akin to immediate family.

- 34.03 Employees shall be granted one (1) day of paid bereavement/funeral leave to attend the funeral, if scheduled on a working day, for the following persons:

- A. Aunt or uncle
- B. Niece or nephew

- 34.04 Employees must notify their immediate supervisor of their need for leave as soon as practical. Documentation to support their request shall also be provided as soon as practical. Examples of documentation may include, but not be limited to, copy of an obituary, funeral notice, a letter from the funeral home, or copy of death certificate. All

paid Bereavement Leave must be utilized by the employee within thirty (30) days of date of death unless otherwise approved by the employer.

- 34.05 In the event of the death of those listed in 34.02 and 34.03 of this article, the Employee, upon giving notice, shall have the right to take up to an additional three (3) working days of sick leave to supplement the paid funeral leave, provided that said time is available to the employee.
- 34.06 Relationships covered within this article which came into existence solely on account of marriage shall be considered dissolved on the same day said marriage is dissolved.

CIVIC DUTY LEAVE

ARTICLE 35

- 35.01 Any Employee who is required to serve on the jury of any court of record shall be paid their regular rate of pay on a normal scheduled workday. Employees must notify their supervisor immediately upon a call to jury duty. The Employer and the Employee will coordinate and discuss any necessary schedule adjustments. In order for an employee to receive pay under this section, the employee shall:

- A. Secure a certificate from the Court in which they served evidencing the fact of their having been required to serve or have been summoned for jury duty in the days for which jury duty pay is required and;
- B. Submit a signed time report by the appropriate court official for each day, documenting the arrival and departure times from the court

An Employee excused by the court for any reason, within their scheduled shift, shall be required to contact the appropriate supervisor for further direction whether they should report back to work or continue to be excused for the remainder of the shift.

- 35.02 Any employee who is subpoenaed as a witness related to RCOG Employment shall be paid their appropriate rate of pay for such appearance(s). Any employee required to appear under this section will be provided a minimum of two (2) hours of pay.
- 35.03 Employees will be granted unpaid time off when subpoenaed as witnesses in proceedings unrelated to RCOG Employment. Employees may use another form of qualifying paid leave to receive compensation for the period of this absence. In the event the employee does not have another form of paid leave available, the time shall still be excused.

MILITARY LEAVE

ARTICLE 36

- 36.01 The Employer is committed to supporting any employee who is required to report for Military Duty (Active or Reserve). The Employer will follow all applicable Federal and State Statutes, including USERRA and ORC 5923.05, designed to protect employment rights of military personnel.

- 36.02 Any Employee ordered to report to Military Service should meet as soon as possible with the Manager of Human Resources

HEALTHCARE, WELLNESS AND LIFE INSURANCE

ARTICLE 37

37.01 Healthcare

- A. The RCOG health insurance coverages are contracted with the City of Toledo through a self-funded plan.
- B. Employees will have bi-weekly payroll deductions occur. The amount will depend on the Employee's selection of single, single plus one, family coverage and voluntary benefits that are elected. Employees' shares of premiums are determined and established by the City of Toledo's Healthcare Cost Containment Committee (CTHCCCC).
- C. Employees may receive the same medical, surgical, hospitalization, prescription drug, dental and vision insurance benefits as are made available to City of Toledo employees.
- D. When an employee is married to an individual who is employed by the City of Toledo, the Employee and Spouse will jointly elect coverage under this Employer's healthcare plan and the spouse will waive their coverage otherwise available to them with the City.
- E. The City of Toledo has sole and exclusive right to modify or change any part of its health care coverage at any time, including, but not limited to, the right to select the health care providers, coverages, and/or administrators for its plan.
- F. One representative from the Union may attend and participate in the monthly meeting of the CTHCCCC. However, the representative shall not have any voting rights.

37.02 Wellness

- A. Employees and eligible family members may be offered a variety of wellness services and programs.
- B. The City of Toledo has sole and exclusive right to modify or change any part of its wellness offerings or programs at any time, including, but not limited to, the continuation of the offering itself.

37.03 Life Insurance

- A. Employees of the RCOG are covered and governed by a City of Toledo sponsored life and accidental death and dismemberment insurance policy each valued at \$50,000.00, at no cost to the employee.
- B. Employees may also elect to purchase additional life insurance and other "voluntary benefits" provided that the entire premium or cost of any "voluntary benefit" shall be entirely at the Employee's expense and the Employer shall incur no cost or expense related to any "voluntary benefit".
- C. The City of Toledo has sole and exclusive right to modify or change any part of its insurance offerings at any time, including, but not limited to, the right to select the providers, coverages, or the continuation of the offering itself.

- 37.04 In the event the Employer no longer receives the insurance benefits referenced in this Article through the City of Toledo, the Employer and the Union will meet with the purpose of negotiating the effects of such a change.

DEFERRED COMPENSATION PLAN

ARTICLE 38

- 38.01 Employees are eligible to join a governmental 457(b) deferred compensation plan. The plan is a voluntary retirement savings plan that allows participants to supplement any existing retirement/pension benefit by saving and investing pre-tax dollars through payroll contributions. Contributions and any earnings are tax-deferred (both federal and state income taxes) until money is withdrawn. The number 457 refers to the section of the federal internal revenue code that establishes deferred compensation plan rules.

WAGES

ARTICLE 39

- 39.01 Employees hired on or after the date of approval of this Agreement will be paid at the Step Rate of the salary provided in this article as follows:

Main Unit		Step 1 (0 - 2 Yrs)	Step 2 (2 - 4 Yrs)	Step 3 (4+ Yrs)
CALLTAKER				
July 2025*	+4.00%	\$25.26	\$26.59	\$27.26
July 2026*	+3.50%	\$26.15	\$27.52	\$28.21
July 2027*	+3.25%	\$27.00	\$28.42	\$29.13
DISPATCHER				
July 2025*	+4.00%	\$27.21	\$28.63	\$29.35
July 2026*	+3.50%	\$28.16	\$29.63	\$30.38
July 2027*	+3.25%	\$29.07	\$30.60	\$31.36
TELECOMMUNICATOR				
July 2025*	+4.00%	\$29.14	\$30.67	\$31.44
July 2026*	+3.50%	\$30.16	\$31.74	\$32.54
July 2027*	+3.25%	\$31.14	\$32.77	\$33.60

*First full pay in the month indicated

- 39.02 Employees maintain their current step and progress based on Years of Service.
- 39.03 Employees who are actively employed following the approval of this Agreement by the RCOG Board of Directors shall receive a one-time lump sum payment of \$1,000.00.
- This payment shall be made in the first full pay period following ratification of this Agreement by the Union Membership and approval by the RCOG Board of Directors.
- 39.04 Employees covered under this Agreement shall receive retroactive pay effective to the first full pay period in July 2025.

Retroactive payments shall be issued in the first full pay period following ratification of this Agreement by the Union Membership and approval by the RCOG Board of Directors.

PAY PERIODS

ARTICLE 40

- 40.01 Employees shall be paid on a bi-weekly pay cycle.
- 40.02 All Employees are required to be paid in the form of direct deposit to the financial institution(s) of their choice.

DRUG AND ALCOHOL TESTING

ARTICLE 41

- 41.01 All employees are expected to be fit for duty and capable of performing their assigned responsibilities in a safe and productive manner.

Employees are prohibited from the illegal use, possession, manufacture, distribution, dispensing, transportation, promotion or sale of drugs, drug paraphernalia, controlled substances, narcotics, legal but illicitly used substances, or alcoholic beverages while on the premises or work sites.

Employees are prohibited from being at work or on official business while impaired by alcohol or with illegal or illicitly used substances present in their system. This prohibition includes prescribed or over-the-counter drugs not being used as intended and authorized, including the use of or being under the influence of medical marijuana.

- 41.02 **Pre-employment testing:** Applicants offered employment with the RCOG will be subject to drug and/or alcohol testing as a condition of employment. Refusal to test or failed drug and alcohol test may result in a conditional offer of employment being withdrawn.
- 41.03 **Reasonable Suspicion Testing:** Employees may be subject to testing whenever there is reasonable suspicion to question if an employee is under the influence of alcohol or drugs or has alcohol or drugs in their system. It is the responsibility of the supervisor or department heads to immediately report to the Human Resources Manager, or designee, any action by an employee who demonstrates an unusual pattern of behavior. Reasonable suspicion may include, but is not limited to:
- A. Physical appearance
 - B. Direct observation of behavior
 - C. Pattern of abnormal conduct or erratic behavior
 - D. Absenteeism or other job-related circumstances
 - E. Employee who is arrested for, convicted of, or identified as a target of or involved with a criminal investigation for a drug or alcohol offense.

- F. Information provided by reliable and credible sources or through independent corroboration
- G. Evidence discloses that an employee has tampered with a prior drug test

- 41.04 **Post-Accident Testing:** Post-accident testing may be conducted when an accident occurs if there is reasonable suspicion to question if an employee is under the influence of alcohol or drugs or has alcohol or drugs in their system.
- 41.05 Employees who refuse drug testing under reasonable suspicion or post-accident circumstances will be treated as a positive test result and subject to disciplinary action up to and including termination.

The RCOG shall utilize the professional services of a specimen and collection laboratory designated by the RCOG when implementing drug/alcohol testing.

All test results will remain confidential subject to applicable federal, state, and local laws and ordinances.

NO STRIKES OR LOCKOUTS

ARTICLE 42

- 42.01 It is agreed that the services performed by the employees covered under this Agreement are essential to the public health, safety, and welfare and that a work stoppage of any kind would create a clear and present danger to the health, safety, and welfare of the public. Therefore, the parties agree that the Union or its members shall not, for any reason, authorize, cause, support, engage in, sanction, participate in, or assist in any sick call, boycott, work stoppage, walkout, slowdown, strike, sympathy strike, or any other concerted activity which would interrupt the Employer's operations or services during the term of this Agreement or any extension thereof.
- 42.02 In addition to any other remedies available to the Employer, any employee(s) who individually or collectively violate 42.01 of this article shall be subject to discipline, including discharge.
- 42.03 In the event of any violation of 42.01 of this article, the Union, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs and to resume their usual work duties, including, but not limited to, immediately ordering, both orally and by letter, signed by the ranking Union officer, with a copy directed to the Employer, all employees covered by this Agreement to return to work notwithstanding the existence of a picket line, and instructing all such employees that their conduct is in violation of the Agreement, that they may be disciplined up to and including discharge, and that the Union directs and orders all such employees to return to work.
- 42.04 Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

UNIFORMS

ARTICLE 43

43.01 The Employer shall furnish all required uniforms and equipment. Each Employee shall be issued the following uniform within the probationary period.

- Four (4) polo-style uniform shirts, in any combination of short or long sleeve;
- One (1) pullover-style shirt or one (1) jacket.

Employees may choose their preferred combination of shirt styles, limited to no more than four (4) total uniform shirts.

SEVERABILITY

ARTICLE 44

44.01 If any provision of this Agreement becomes inoperable or unenforceable by applicable law, or by operation of law, such provision shall be of no further force and effect, the remainder of the Agreement shall not be affected thereby.

44.02 The parties shall meet at mutually agreeable times in an attempt to negotiate a legal and acceptable alternative to that provision found to be inoperable or unenforceable.

44.03 Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail.

44.04 COMPLETE AGREEMENT:

This agreement constitutes the entire agreement between the Employer, the Union, and all bargaining unit employees and supersedes and replaces any and all obligations and/or agreements, and practices, whether written or oral, express or implied between or concerning bargaining unit employees, the Union, and/or the Employer. Any amendment, modification or addition to this Agreement must be reduced to writing and duly executed by the parties to become effective.

DURATION OF AGREEMENT

ARTICLE 45

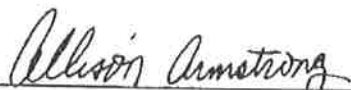
45.01 This agreement shall be in effect upon execution, and shall remain in full force and effect through June 30, 2028, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

45.02 If either party decides to modify or amend this Agreement, it shall give notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations at a mutually agreed time and manner following receipt of the notice of intent.

45.03 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 agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either/or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

SIGNATURE PAGE

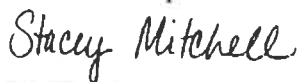
THE LUCAS COUNTY 911 REGIONAL
COUNCIL OF GOVERNMENTS:



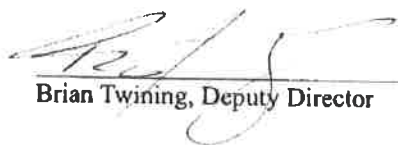
Allison Armstrong, Toledo Fire & Rescue Chief
Board of Directors President



Oliver Turner, Sylvania Township Administrator
Committee Chairperson



Stacey Mitchell, Executive Director



Brian Twining, Deputy Director

APPROVED AS TO FORM:

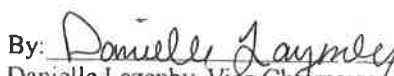


John Borrell, Esq.

UNITED AUTOMOBILE, AEROSPACE, AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW):



Chad Eickholt, Chairperson



Danielle Lazenby, Vice Chairperson



Jason Barlow, International Rep
Region 2B, UAW



David Green, Director
Region 2B, UAW

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LUCAS COUNTY 911 REGIONAL COUNCIL OF GOVERNMENTS
AND
UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
(UAW)**

WHEREAS, the Lucas County 911 Regional Council of Governments (RCOG) and the United Automobile, Aerospace and Agricultural Implement Workers of America (Union), collectively the "Parties," are parties to a collective bargaining agreement which expires June 30, 2028; and

WHEREAS, the Parties desire to temporarily modify the current terms of the existing collective bargaining agreement as it pertains to Article 14 – Specialties, specifically regarding Emergency Medical Dispatch (EMD) training and certification.

NOW THEREFORE, the Parties agree to the following language, as it relates to Article 14 – Specialties:

Each Dispatcher and Telecommunicator will have a specialty in either Law Enforcement Dispatch or Fire Dispatch. Such specialty will not preclude or prohibit voluntary cross-training between specialties.

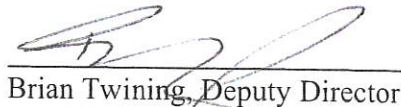
However, for the duration of the current collective bargaining agreement, Emergency Medical Dispatch (EMD) responsibilities shall remain exclusively within the specialty of Fire Dispatch.

This Memorandum of Understanding shall cease to have effect upon the expiration of the current collective bargaining agreement (June 30, 2028).

FOR THE LUCAS COUNTY 911 REGIONAL
COUNCIL OF GOVERNMENTS

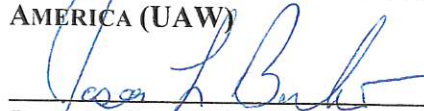


Stacey Mitchell, Executive Director

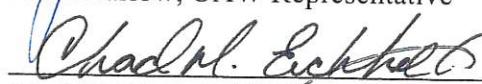


Brian Twining, Deputy Director

FOR UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA (UAW)



Jason Barlow, UAW Representative



Chad Eickholt, UAW Chairperson

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LUCAS COUNTY 911 REGIONAL COUNCIL OF GOVERNMENTS
AND
UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
(UAW)**

WHEREAS, the Lucas County 911 Regional Council of Governments (RCOG) and the United Automobile, Aerospace and Agricultural Implement Workers of America (Union), collectively the "Parties," are parties to a collective bargaining agreement which expires June 30, 2028; and

WHEREAS, the Parties desire to temporarily modify the current terms of the existing collective bargaining agreement as it pertains to Article 29 -Vacations.

NOW THEREFORE, the Parties agree to the following language of the collective bargaining agreement on a trial basis related to Article 29 - Vacations:

Article 29.06

On any given shift, there may be 1 Call Taker, 2 Fire Dispatchers or Telecommunicators, and up to 2 Law Dispatchers or Telecommunicators off using Vacation Time, but no more than a total of four (4) employees may be off on vacation on any given shift.

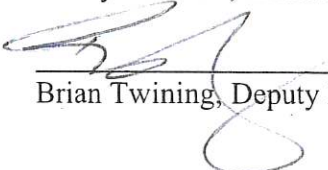
However, at the discretion of the Employer, additional Employee/s may be permitted to take vacation after consideration of operational needs. The Employer retains sole and exclusive discretion to approve or deny additional vacation requests under this MOU. The Employer's allowance or denial of additional Employees off in accordance with this MOU shall not be subject to the grievance procedure.

This Memorandum of Understanding shall cease to have effect upon the expiration of the current collective bargaining agreement (June 30, 2028).

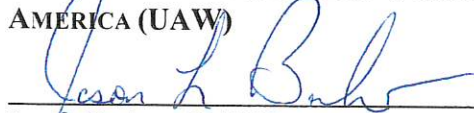
**FOR THE LUCAS COUNTY 911 REGIONAL
COUNCIL OF GOVERNMENTS**



Stacey Mitchell, Executive Director


Brian Twining, Deputy Director

**FOR UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA (UAW)**



Jason Barlow, UAW Representative



Chad Eickholt, UAW Chairperson

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LUCAS COUNTY 911 REGIONAL COUNCIL OF GOVERNMENTS
AND
UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
(UAW)**

WHEREAS, the Lucas County 911 Regional Council of Governments (RCOG) and the United Automobile, Aerospace and Agricultural Implement Workers of America (Union), collectively the "Parties," are parties to a collective bargaining agreement which expires June 30, 2028; and

WHEREAS, the Parties desire to temporarily modify the current terms of the existing collective bargaining agreement as it pertains to Article 29 -Vacations.

NOW THEREFORE, the Parties agree, for the duration of the current collective bargaining agreement, to the following language related to Article 29 - Vacations:

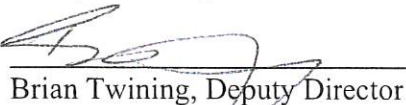
Employees may carry over a maximum of forty (40) hours of vacation leave for the following year.

This Memorandum of Understanding shall cease to have effect upon the expiration of the current collective bargaining agreement (June 30, 2028).

**FOR THE LUCAS COUNTY 911 REGIONAL
COUNCIL OF GOVERNMENTS**

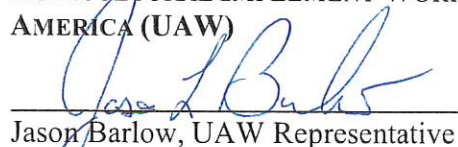


Stacey Mitchell, Executive Director



Brian Twining, Deputy Director

**FOR UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA (UAW)**



Jason Barlow, UAW Representative



Chad Eickholt, UAW Chairperson

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LUCAS COUNTY 911 REGIONAL COUNCIL OF GOVERNMENTS
AND
UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA)**

WHEREAS, the Lucas County 911 Regional Council of Governments (RCOG) and the United Automobile, Aerospace and Agricultural Implement Workers of America (Union), collectively the "Parties," are parties to a collective bargaining agreement which expires June 30, 2028, and

WHEREAS, the Parties desire to implement, on a trial basis, a provision to the collective bargaining agreement as it pertains to Leave Donation.

NOW THEREFORE, the Parties agree to the additional trial language of the collective bargaining agreement related to Leave Donation as indicated below:

The Lucas County 911 Regional Council of Governments (RCOG) will permit eligible employees to donate earned but unused sick time on a limited basis, to another eligible employee facing a catastrophic illness or injury. The Parties understand that employee participation is strictly voluntary.

- **Catastrophic illness or injury of an employee** is defined as an acute or prolonged illness or injury that is considered life-threatening or has the threat of serious residual disability, which results in the employee's inability to work. The catastrophic illness or injury requires in-patient care or absence from work for more than eight (8) consecutive workdays.
- **Catastrophic illness or injury involving an employee's spouse, or the employee's child**, is defined as an acute or prolonged illness or injury that is considered life-threatening or has the threat of serious residual disability, which requires the employee to be absent from work for more than eight (8) consecutive workdays in order to provide primary care for the employee's spouse, or the employee's child.

Satisfactory medical documentation, as determined by the RCOG, must support the definition of a catastrophic illness or injury, and be submitted at the time of the donation leave request.

Normal pregnancy and childcare do not qualify as catastrophic illness or injury under this agreement.

Eligibility for Family & Medical Leave Act (FMLA) is a separate matter and does not guarantee eligibility to receive donated time.

- **Eligibility and Rules for Donating:**
 - Must be a current employee with a remaining balance of 120 hours or more of earned but unused sick time after deducting the total donated hours.
 - Donation must be in eight (8) hour increments of earned, but unused sick leave.

- Donated time will be used in the order in which it was donated.
 - In cases where multiple donors have contributed more than eight (8) hours each, the donation will be allocated at eight (8) hours per person before deducting in excess of eight (8) hours from any individual.
 - An employee may donate a maximum of eighty (80) hours per individual with a maximum of 120 total hours per rolling 12-month period.
 - Donated time, that has been used by the recipient, may not be returned to the donor, and the donor is not entitled to any compensation for the donated time.
- Eligibility and Rules to Receive Donation:
 - Employee must have completed their initial probationary period.
 - Employee must have no available paid time (sick, vacation, personal).
 - Employee must not be receiving workers' compensation or PERS disability benefits.
 - At the time of the request, the employee must not have active discipline related to excessive use of sick time, abuse of sick time, or patterned use of sick time.
 - Employee must have satisfied a three (3) consecutive unpaid workday waiting period. The waiting period will not be considered abuse of sick time if the employee qualifies for the leave donation.
 - Eligible employees may request leave donations for one (1) incident per rolling twelve-month period, calculated from the date the leave begins.
 - Donated time shall not exceed four hundred eighty (480) hours per approved and covered incident.
 - Donated time cannot be converted into a cash benefit.
 - Donated time shall only be used to cover the eligible work hours that the recipient was scheduled to work each week.

This Memorandum of Understanding shall cease to have effect upon the expiration of the current collective bargaining agreement (June 30, 2028).

**FOR THE LUCAS COUNTY 911 REGIONAL
COUNCIL OF GOVERNMENTS**

Stacey Mitchell

Stacey Mitchell, Executive Director

Brian Twining

Brian Twining, Deputy Director

**FOR UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA (UAW)**

Jason L. Barlow

Jason Barlow, UAW Representative

Chad M. Eickholt

Chad Eickholt, UAW Chairperson