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# AGREEMENT

# BETWEEN

# THE STARK COUNTY DOG WARDEN

# AND

# GENERAL TRUCK DRIVERS AND HELPERS UNION

# LOCAL NO. 92

# AFFILIATED WITH THE

# INTERNATIONAL BROTHERHOOD OF TEAMSTERS

## JULY 1, 2012 TO JUNE 30, 2015

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## PURPOSE

Section 1. This Agreement is made and entered into by the Board of Stark County Commissioners administered through its designee, hereinafter referred to as the "Employer," and Local 92 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union."

Section 2. The Employer and the Union agree that they have entered into negotiations to establish this Agreement which has as its purpose the following:

a. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance;

b. To provide for the peaceful and equitable adjustment of differences which may arise;

c. To attract and retain qualified employees by providing those benefits compatible with financial resources of the Employer;

d. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, through their representatives to exchange views and opinions on policies and procedures effecting the conditions of their employment;

e. To insure the right of every employee to fair and impartial treatment;

f. This Agreement pertains to employees within the bargaining unit defined in Article 2, Section 1.

## ARTICLE 1 - AGREEMENT

Section 1. It is the intent and purpose of the parties to set forth herein the basic agreement covering wages and other conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of alleged grievances. The parties agree that there shall be no interruptions or impeding of work, work stoppages or strikes or other interference with service during the life of this Agreement.

Section 2. It is distinctly understood by both parties that this Agreement is subject to all provisions and limitations prescribed by state and federal law and governing both the Employer and employees.

## ARTICLE 2 - UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and executive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include

those individuals employed full time in and holding one of the following classifications:

1 – Dispatcher
2 – Deputy Dog Warden
3 – Pound Keeper
4 – Assistant Pound Keeper

Section 2. Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, part-time, probationary, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

Section 3. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 4. Part-time employees as used in the Section 2 above are defined as those employed:

- To replace regular employees on vacation, sick leave, or other temporary absences; and

- For temporary periods of peak work, for summer help and for trainees.

## ARTICLE 3 - PROBATION PERIODS

Section 1. New Hire. Every newly-hired full-time employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee will not be placed in the standby rotation until successful completion of the probationary period.

Section 2. Promoted Employees. A newly promoted employee shall serve a probationary period of one hundred twenty (120) calendar days.

A promoted employee who does not satisfactorily complete their probationary period will be returned to the classification they held before the promotion.

## ARTICLE 4 - UNION SECURITY AND DUES CHECK-OFF

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit. Membership in the Union may be retroactive to the date of hire; however, no employee shall be covered by the terms and conditions of this Agreement until they have successfully completed their initial probation period.

Section 2. The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only and no other organization shall be granted such rights.

Section 3. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. Employees shall become eligible for dues deduction upon successful completion of their initial probationary period. The Employer agrees to deduct retroactive dues, fees and assessments for the time period of such probationary period or any part thereof upon receipt of written authorization from an employee(s) indicating the date the employee desired to become a member. The employee will sign a Payroll Deduction Authorization Form along with a copy provided by the Union to the Payroll Officer. The Payroll Officer will send an authorization form and a copy to the Auditor's Office. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the Employer. Notification shall be sent to the County Personnel Manager, 110 Central Plaza South, Suite 240, Canton, Ohio 44702.

Section 4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 6. The Employer shall not be obligated to make dues deduction of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 7. In regard to members who are off work because of sickness or injury, the dues for such members must be paid upon the member's return to work. Payment by the member upon return to work is the responsibility of the Union for enforcement and is between the bargaining unit member and the Union.

Section 8. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim or error is made to the Employer in writing within thirty (30) days after the date that such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally

deducted by deducting the proper amount from the pay of the employee to correct said error.

Section 9. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

## ARTICLE 5 - STEWARDS

Section 1. The Employer recognizes the right of the Union to designate an alternate from the Employer's seniority list. The authority of a steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

Section 2. Duties and Activities of the Steward:

a. The investigation and presentation of grievances with the Employer or designated Employer representative in accordance with the provisions of this Agreement;

b. The Steward will be entitled to attend one (1) monthly meeting and all other meetings which the Employer and the Union mutually agree to. The steward will be on the clock until his normal time of finish;

c. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers provided such messages and information:

- Have been reduced to writing, or;

- If not reduced to writing, are of routine nature and do not involve work stoppages, slow downs, refusal to follow instructions or any other interference with the Employer's business;

d. The steward and alternate have no authority to take any action interrupting the Employer's business.

## ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 2. A grievance, under this procedure, may be brought by any member of the Union who is in the bargaining unit. Where a group of the Union members desires to file a grievance involving a situation affecting each member in the same member, one member selected by such group will process the grievance.

Section 3. Where the alleged grievance is of a nature that qualifies for appeal under the Rules of the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission, the aggrieved employee shall appeal through that body in accordance with the rules of that body. Prior to the appeal, the Employer, the employee and their representatives may meet in an effort to resolve the grievance. Such grievances may not be pursued through the grievance procedure.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal. Any grievance not appealed from the disposition of the Employer in any of the steps of this procedure within the time and in the manner specified herein shall be considered as having been accepted by the employee(s) and the Union on the basis of the disposition last made and shall not be eligible for further appeal.

Section 5. The written grievance shall be shall be submitted on the grievance form attached as Appendix A and shall contain the following information:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of the employee's immediate supervisor;
4. Date and time of the incident giving rise to the grievance;
5. Date and time the grievance was first discussed;
6. Date grievance was filed in the writing at Step 1;
7. A statement as to the specified Articles and Sections of the Agreement violated;
8. A brief statement of the facts involved in the grievance; and
9. The remedy requested to resolve the grievance.

Section 6. The time limitations provided for in the Article may be extended by mutual agreement between the Employer and Union. Working days, as used in this Article, shall not include Saturdays, Sundays, or holidays.

Section 7. Each grievance shall be processed in the following manner:

Step 1. An employee having a grievance will first bring that complaint verbally, within five (5) days of the incident giving rise to the grievance or within five (5) days of the employee becoming aware

of such incident or should have become aware of such incident to the attention of the employee's immediate supervisor. The immediate supervisor shall discuss the grievance with the employee and within seventy-two (72) hours of their discussion respond to the employee with an answer in writing if requested by the employee.

If the employee is not satisfied with the response given by the immediate supervisor, the employee shall, within five (5) working days, reduce the grievance to writing on the form provided by the Employer and submitted at Step 2.

Step 2. Dog Warden. The Dog Warden, or his designated representative, upon receipt of a written grievance, shall schedule a formal meeting between the Dog Warden, or his designated representative, the employee, the steward, and the Union. Prior to this meeting taking place, the Dog Warden shall make a complete and thorough investigation of all the alleged violations.

In cases where the employee's immediate supervisor and the Dog Warden are the same individual, written grievances shall be initiated at Step 2 of the grievance.

Step 3. Arbitration. If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Article.

The union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of fifteen (15) days from the later final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

(a) Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will appoint a third disinterested person to act as Arbitrator. In the event the two (2) designated spokespersons cannot agree upon the third person within ten (10) days of the demand for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as Arbitrator in accordance with its then applicable rules and regulations.

The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific

Articles and Sections of this Agreement, and he shall be without power or authority to make any decisions:

(1) Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement or applicable laws.

(2) Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law; limiting or interfering in any way with the powers, duties, or responsibilities of the County Commissioners under its rulemaking powers not inconsistent with this Agreement.

(3) Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.

(4) Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rates.

(5) Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

(b) 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 nonarbitrable 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.

(c) The decision of the arbitrator resulting from an arbitration of grievance hereunder shall be in writing and sent to the Employer, and the spokesperson, and the grievant. The decision of the arbitrator shall be final and binding upon the Employer, employee, and the Union.

(d) The cost of the services of the arbitrator, the cost of any proof produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing room, shall be borne by the losing party. The expenses of any non-

employee witness shall be borne, if at all, by the party calling them. 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 reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

Section 8. Employees wishing to file a grievance may do so by obtaining a Grievance Form from the employee's immediate supervisor and/or steward.

## ARTICLE 7 - SENIORITY

Section 1. "Seniority" shall, in all applications, be computed on the basis of uninterrupted length of continuous service with Stark County Commissioners. A termination of employment which lasts at least thirty-one (31) days shall constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 2. Employee shall be entitled to exercise their seniority rights in accordance with the specific terms and conditions of this Agreement.

Section 3. The Employer shall post a seniority list every twelve (12) months on the Department bulletin board showing the continuous service of each employee. Any employee shall have the right to challenge any information on the seniority list within fifteen (15) days after the list is posted. One (1) copy of the seniority list shall be furnished to the Union upon request.

Section 4. In the event there is a tie in seniority dates, then seniority shall be determined by the time stamped on the employee's application with the Employer. If no time stamp exists, then seniority order shall be determined by the flip of a coin or if more than two (2) employees are involved, by a draw of numbers.

## ARTICLE 8 - LAYOFF AND RECALL

Section 1. In any case of an anticipated layoff of bargaining unit employees, by the Employer, the Employer shall notify the Union of the impending layoff as far in advance as possible prior to service of notice of employees. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees and to furnish the Union supporting documentation and adequate information and verification supporting any layoffs.

Section 2. The Employer may lay employees off for reasons of lack of work, lack of funds, or reorganization. Affected employees shall receive written notice of layoff and reasons thereto at least fourteen (14) calendar days prior to the effective

date of layoff. The notice shall advise the employee of bumping rights. The Union shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

Section 3. The Employer may determine in which classifications layoffs will occur. Layoffs shall occur in the following order in the classification(s) affected:

1. Seasonal, temporary employees, part-time employees;

2. Probationary employee;

3. Permanent employees in the inverse order of their seniority as defined by this Agreement.

Section 4. Any employee receiving notice of layoff shall have five (5) working days following receipt in which to use his seniority to exercise his right to bump any employee with less Employer seniority in the same classification.

Section 5. When employees are laid off, the Employer shall create and maintain a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employee according to Employer seniority, beginning with the most senior employees in the classification. Employees shall be on recall for a period of eighteen (18) months or length of seniority whichever is greater but not to exceed five (5) years.

Section 6. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 7. The recall employee shall have up to fourteen (14) calendar days following receipt of the recall notice to notify the Employer of his intentions to return to work, and shall have fourteen (14) calendar days following mailing of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice beyond the fourteen (14) calendar days.

In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes and employee from returning to work within the time limit above (including extension), such employee shall be bypassed for recall but shall remain on the recall list.

Section 8. When an employee is laid off improperly or not recalled properly, he shall be entitled to back wages and benefits, less any wages and unemployment benefits earned, if any, and otherwise shall be made whole, retroactive to the date a signed grievance was filed with the Employer.

Section 9. Classification Series and Seniority

Dispatcher
Pound Keeper
Deputy Dog Warden
Assistant Pound Keeper

## ARTICLE 9 - FILLING OF VACANCIES

Section 1. Whenever the Employer determines a job vacancy exists in the bargaining which needs to be filled, a notice of such opening shall be posted on the Department's bulletin board for seven (7) calendar days. During this period, anyone wishing to apply for the open position shall submit a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period. The Employer agrees that it will attempt to notify any employees who are on leave of absence of the vacancy.

Section 2. The term "promotion" for the purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carriers a higher salary range than that previously held.

Section 3. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, previous job performance, seniority, physical and mental capability.

Section 4. The position shall be awarded to the most senior applicant who meets the qualifications, experience, and physical and mental requirements of the position. The Employer has the right to temporarily assign an employee to the open position until the vacancy is filled. The temporary assignment will be offered to the most senior present, qualified and available employee. If the most senior employee is not available or refuses the assignment, the offer will be made to the second most senior employee, etc., down through the least senior employee. If all more senior employees are unavailable or chooses not to work the extra hours, the least senior present, qualified and available employee shall perform the required work.

## ARTICLE 10 - CORRECTIVE ACTION, DISCHARGE, OR SUSPENSION

Section 1. No non probationary employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

Section 2.

a. Except in instances where the employee is found guilty of gross misconduct and uniform manner in accordance with the Employer's policy.

b. 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.

c. Whenever the Employer determines that a non-probationary employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled with the Union Business Representative to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specification of the charges. The pre-disciplinary hearing, if any, shall be held in private and shall be completed within thirty (30) calendar days from the date the written specification of charges are given to the employee. Any discipline that is administered following the hearing shall be issued within forty-five (45) calendar days from the date of Employer/designee's report, except where the employee is unavailable. In such case, the discipline shall be administered within fourteen (14) calendar days of the Employee's return.

The Warden or his designee will conduct the pre-disciplinary hearing. The employee may choose to:

(1) Appear at the hearing to present oral or written statements in his/her behalf.

(2) Elect in writing to waive the opportunity to have a disciplinary hearing.

Failure to elect and pursue one of these options will be deemed a waiver of the employee's right to a disciplinary hearing.

During the hearing, the employee will be asked to respond to allegations of misconduct and may present evidence, testimony or witnesses in his/her behalf. The employee shall provide a list of witnesses, and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than twenty-four (24) hours prior to the hearing. It is the employee's responsibility to notify witnesses that he desires their attendance at the hearing.

The employee and or his representative will be permitted to examine and or cross-examine all witnesses. The Employer shall issue in writing his/her recommendations regarding the allegations against the employee and will provide the employee and employee representative with a copy.

d. Appeals from either discharge or suspension must be submitted in the form of a grievance within ten (10) calendar days of the date of notification to Employer at Step 2 of the Grievance Procedure and to the Union.

Section 3. Records of disciplinary action shall cease to have force and effect eighteen (18) months for suspension and twelve (12) months for lesser discipline after their effective date providing there have been no intervening disciplinary actions taken during that time.

Section 4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 5. Any employee under indictment or arrested may be placed on paid leave of absence until resolution of the court proceedings. The Employer may also remove any firearm or weapon issued by Employer from the employee.

## ARTICLE 11 - FAILURE TO REPORT TO WORK

Section 1. Any employee who fails to report to work for three (3) consecutive days and does not properly notify the Employer at the beginning of his starting time on the third day shall be considered as having quit his job, unless it is proven by the employee that notification was beyond his control. However, any unauthorized absences regardless of duration will be handled in accordance with the provisions of Article 10 of this Agreement.

## ARTICLE 12 - LEAVES OF ABSENCES

Section 1. Employee shall be granted the following types of leaves of absence in accordance with the Ohio Revised Code, appropriate Rules of the Employer, and applicable federal law:

1. Disability Leave;
2. Personal Leave; and
3. Military Leave.

Section 2. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer or other designated representative shall decide in each individual case if a leave of absence is to be granted, within the limitations of the appropriate rules of the Employer, Ohio Revised Code, or federal law.

A leave of absence shall be requested and authorized on a form designated by the Employer.

Section 3. Reinstatement from Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or to a similar position if the employee's former position no longer exists.

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and

returns to active service immediately following the expiration of the approved leave.

Any replacement in the position while an employee is on leave is to be on a temporary basis.

An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by Employer. If an employee fails to return to work at the expiration of an approved leave of absence and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 4. Sick Leave Credit and Vacation Credit. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 5. Abuse of Leave. If a leave of absence is granted for a specific purpose and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

## ARTICLE 13 - INVESTIGATION PRIVILEGES

Section 1. Upon advance notice to the Dog Warden, the Business Agent of the Union may have access to the Employer's establishment during work hours for the purpose of adjusting grievances or attending meetings provided for by this Agreement. However, such agent shall not interfere with the full, faithful and proper performance of the duties of employees.

## ARTICLE 14 - HOURS OF WORK AND OVERTIME AND ROTATION RESPONSIBILITIES

Section 1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; provided, however, that such restructuring shall not be done in an arbitrary manner nor for the purpose of avoiding the payment of overtime. This Article is intended to be used as the basis for computing overtime and shall not be construed, as a guarantee of work per day or per week.

Section 2. For all purposes of this Agreement, the standard calendar week shall begin 12:01 a.m., Thursday morning and shall consist of the following one hundred sixty-eight (168) consecutive hours ending 12:00 midnight the following Wednesday.

Section 3. The regular work day shall be eight hours, including a one half hour (1/2) hour paid lunch period. The regular work week shall be any five (5) consecutive days during the seven (7) consecutive calendar days, and may include weekends. The Employer shall not change the schedule without first meeting with the Union. Straight time shall be paid for all work performed through forty (40) hours in a regular work week.

Section 4. Hours actually worked over forty (40) in a regular work week shall be classified as overtime and paid at a rate of one and one-half (1 ½) times the employee's applicable straight time rate of pay as shown in Article 16, Section 1 and Section 2.

Section 5. Employees, when called to work other than their regularly scheduled shift, shall be guaranteed two and one-half (2 ½) hours of work at the appropriate rate of pay or the actual time worked, whichever is greater.

Section 6. Employees called to work other than their regularly scheduled shift shall be paid per county policy for mileage from the employee's home to the dog pound and back.

Section 7. The hours and pay of employees who are on "standby" shall be governed by Article 16 Section 2.

Section 8. Each employee (except the Pound Keeper and Dispatcher) shall be obligated, upon a rotating basis, to accept, in the absence of a voluntary rotation system, (1) the standby responsibility.

Section 9. All extra hour work opportunities that lie outside normally scheduled work shall first be offered to the most senior employee who is present, qualified and available to perform said work. If the most senior employee is not available or refuses the extra work opportunity, the offer will be made to the second most senior employee, etc., down through the least senior employee. If all more senior employees are unavailable or choose not to work the extra hours, the least senior present, qualified and available shall perform the required work.

Section 10. The Dog Warden may assign routine tasks of building and grounds maintenance to bargaining unit members during normal business hours. Such assignments may include, but are not limited to cutting grass, leaf and litter pickup, snow and/or ice removal from building entrances and walkways, and general cleaning of office, restroom, kennel and other building areas.

Section 11. Qualified employees immediately available to do the work shall be temporarily assigned work in higher rated classification. When an employee is assigned to do work in a higher-rated classification he shall receive the higher rate of pay for the time spent in which such work is performed. Assignments shall be made in the same manner as set forth in Section 9 of this Article 14. In furtherance of the goal of maintaining a pool of qualified employee, the Employer shall make every reasonable effort to obtain training

in animal euthanasia, as available at reasonable cost and within the State of Ohio for those employees currently not qualified to perform such work (except any employee holding the classification of Dispatcher).

Assignments shall be made by offering the assignment to the most senior employee who is present, qualified and available to perform said work. If the most senior employee refuses the assignment, the offer will be made to the second most senior employee, etc., down through the lease senior member. If all more senior employees are unavailable or choose not to take the assignment, the least senior present, qualified and available employee must perform the required work.

## ARTICLE 15 - HEALTH AND SAFETY

Section 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods of their employees. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will attempt to correct any which are found and see that the safety rules and safe working methods are followed by his employees.

Section 2. The Employer agrees to provide first-aid equipment at the dog pound and in all the department's trucks. Proper heating, ventilation and sanitary facilities shall be provided and kept in good condition by the Employer.

## ARTICLE 16 - PAY, CLASSIFICATION, STANDBY, AND RATE DIFFERENTIAL

Section 1. A. Effective as of July 1, 2012, the regular straight time hourly wage rates for each classification covered by this Agreement shall be as follows:

| | |
|---|---|
| Dispatcher | $14.92 |
| Deputy Dog Warden | $16.97 |
| Assistant Pound Keeper | $17.85 |
| Pound Keeper | $18.15 |

B. Effective as of July 1, 2013, the regular straight time hourly wage rates for each classification covered by this Agreement shall be as follows:

| | |
|---|---|
| Dispatcher | $15.14 |
| Deputy Dog Warden | $17.22 |
| Assistant Pound Keeper | $18.12 |
| Pound Keeper | $18.42 |

C. Effective as of July 1, 2014, the regular straight time hourly wage rates for each classification covered by this Agreement shall be as follows:

| | |
|---|---|
| Dispatcher | $15.37 |
| Deputy Dog Warden | $17.48 |
| Assistant Pound Keeper | $18.39 |
| Pound Keeper | $18.70 |

D. Employees shall provide a written authorization designating a financial institution and account number to which payment of the employee's compensation shall be credited under the county's direct deposit payroll policy.

Section 2. Employees shall be entitled to "Standby" pay of Two Hundred Fifty dollars ($250) per week for each week an employee is on "standby." The employee shall also be paid one and one half (1 ½) their hourly rate for any time that the employee actually responds out to an emergency call that occurs after normal scheduled hours. An employee on standby shall receive a minimum of one (1) hours credit for time spent by the employee traveling from his or her residence to the emergency call, during and after the call and traveling back to the employee's residence. An employee who is required to spend more than one (1) hour at the call shall receive credit for any time actually spent on the call.

During an employee's standby status, employee shall have the right to devote all of his time for his own personal uses and personal activities except to respond to on call requests. Standby employees will be supplied with one (1) cellular phone or other piece of electronic equipment equivalent or more advanced to cellular technology (maintained by the Employer) so they can be reached at all times and must respond to the person making the call within five (5) minutes of notification. Failure to comply with these requirements may result in appropriate disciplinary action.

In conjunction with standby pay, it is understood that all employees shall rotate one work week at a time upon revolving basis.

By reason of the increase of the standby pay as above set forth, standby coverage shall be extended to and shall include the entire week. (Seven (7) days).

The Employer may order the employee on standby to return home to rest for the remainder of his normally scheduled shift without a loss of pay or benefits.

In the event that an employee on standby reports off sick for their regular shift during the week or is unable to respond over the weekend due to illness of himself or an immediate family member, any emergency calls or weekend calls will be offered based on seniority to the other eligible employee. Standby calls shall be offered to the most senior employee who is qualified and available to perform said work. If the most senior employee refuses the call, the offer will be made to the second most senior employee, etc., down through the lease senior

member. If all more senior employees are unavailable or choose not to take the call, the Chief Deputy shall be offered the call. If the Chief Deputy refuses the call, the least senior qualified employee must perform the required work.

## ARTICLE 17 - VACATION

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

| Length of Service | Vacation |
|---|---|
| Less than 1 year | None |
| 1 year but less than 8 years | 80 hours |
| 8 years but less than 15 years | 120 hours |
| 15 years but less than 25 years | 160 hours |
| 25 years or more | 200 hours |

The entitlement of employees to vacation with pay shall be determined in accordance with Chapter 325.19 of Ohio Revised Code. Such vacation leaves shall be accrued to employees at the following rates:

| Annual Vacation Entitled to | Credited per Pay Period |
|---|---|
| 80 hours | 3.1 hours |
| 120 hours | 4.6 hours |
| 160 hours | 6.2 hours |
| 200 hours | 7.7 hours |

Section 2. New employees of the Employer may be entitled vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

Each employee of the Employer who has been previously employed by the Employer, with an interruption in his/her term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

Employees previously employed by another political subdivision may also be entitled to a prior service credit.

Prior service shall mean any service with the Employer, the State, or any political subdivision of the State of Ohio.

Section 3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

Section 4. Vacations are scheduled in accordance with the workload requirements of the department. For this reason, the Employer may require vacation requests be made by April 1st of each year and will post the vacation schedule within thirty-one (31) days. Adjustments to the April 1st schedule will be made based upon seniority and in accordance with the workload requirements as determined by the Employer.

Section 5. An employee wishing to change his/her scheduled vacation shall give the Employer two (2) weeks advance notice. All changes in the April 1st schedule shall be on a "first come-first served" basis for those unscheduled and available weeks remaining. Any employee requesting vacation time on a "first come-first served" basis shall make their request one (1) week in advance of the date(s) they are requested. The Employer may waive the one (1) week advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

The Employer will notify employees requesting vacation on a "first come-first serve" basis within two (2) working days of their request if it is approved or denied.

Section 6. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 8. Employees shall forfeit their right to take or to be paid for any vacation to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance in accordance with OAG 72-013.

Section 9. Days specified as holidays in Section 325.19 of the Ohio Revised Code shall not be charged to an employee's vacation leave.

Section 10. An employee is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation and in addition shall be compensated for any unused vacation leave accrued to his credit for the three years immediately preceding the last anniversary date of employment.

Section 11. If an employee, while on vacation, contracts an illness or injury or experience a death in the family which would warrant paid sick leave had the member

been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave rather than to vacation leave.

Section 12. In the case of the death of a county employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

## ARTICLE 18 - SICK LEAVE

Section 1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 2. Retention of Sick Leave. An employee who transfers from another public agency to Stark County or who has prior service with a public agency as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that section, so long as he is employed by Stark County except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in Stark County provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 12 of the Agreement.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Uses of Sick Leave.

A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family;

2. Death of a member of his immediate family (sick leave usage limited to a maximum of five (5) working days);

3. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee and which he cannot be scheduled during non-working hours;

4. If member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and

5. Pregnancy and/or childbirth and other conditions related thereto.

B. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of parent (loco parentis).

Section 6. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. If medical attention is required, an employee shall furnish a certificate, stating the nature of the illness, from a licensed practitioner to justify the use of sick leave. Such statement may be required for any absence of three (3) or more consecutive work days due to illness or injury. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 7. Notification by Employee. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person, one-half (½) hour after the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 8. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 9. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 10. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the County.

Section 11. Cash Payment for Sick Leave Credit. An employee who qualifies to retire in accordance with the Public Employees Retirement System, with ten (10) or

more year's service, will receive a cash payment for accumulated but unused sick leave credit to be paid in cash for one-fourth (¼) its value, based upon the employee's rate of pay at the time of retirement up to the limit specified below. The payment eliminates all sick leave credit accrued but unused by the employee at the time payment is made. The amount paid an employee under this Section shall not, when combined with all his/her other retirement conversion from a public agency, exceed the value of thirty (30) days (240 hours) of accrued but unused sick leave.

## ARTICLE 19 - HOLIDAYS

Section 1. County employees shall be entitled to the following paid holidays:

| | |
|---|---|
| New Year's Day | (1st day of January) |
| Martin Luther King Day | (3rd Monday in January) |
| President's Day | (3rd Monday in February) |
| Memorial Day | (Last Monday in May) |
| Independence Day | (4th of July) |
| Labor Day | (1st Monday in September) |
| Columbus Day | (2nd Monday in October) |
| Veterans Day | (11th day of November) |
| Thanksgiving Day | (4th Thursday in November) |
| Day After Thanksgiving | |
| Christmas Day | (25th Day of December) |
| Personal Day | (Scheduled a reasonable time in advance with management approval and consistent with department need). |

Section 2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, Monday immediately succeeding shall be observed as the holiday.

Section 3. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

Section 4. Any work performed by an employee on any one of the days listed in Section 1 shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight time hourly earnings in addition to the holiday earnings.

## ARTICLE 20 - INSURANCE

Section 1. The Employer agrees to continue, for the life of the Agreement, the same insurance coverage provided to other county employees under the county's group insurance plan.

Effective July 1, 2012 employees covered by the group health insurance plan shall pay six percent (6%) of the premium costs in twice per monthly increments.

Effective January 1, 2013 employees covered by the group health insurance plan shall pay eight percent (8%) of the premium costs in twice per monthly increments.

Effective January 1, 2014 employees covered by the group health insurance plan shall pay ten percent (10%) of the premium costs in twice per monthly increments.

Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 Plan. With proof of other coverage, (through an Employer other than Stark County), an employee may elect to receive $100 per month in lieu of participation in the Health Insurance Plan.

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

## ARTICLE 21 - CLOTHING ALLOWANCE

Footwear, belts, coats and accessories will be replaced at the discretion of the Employer on an as needed basis. In each year of the contract, the Employer will provide a maximum of $400 a year as a uniform allowance to be used to augment or replace worn out items. In addition thereto, Deputies are entitled to not more than one (1) pair of boots per contract year subject to demonstrating to management's satisfaction that replacement is needed and turning in the boots to be replaced. Any disputes regarding whether boots should be replaced shall be discussed locally and if not resolved shall be referred to the Director of Personnel and the Union Business Agent for discussion and resolution.

At the time of resignation, termination or retirement, employees shall be required to return any and all department issued accessories provided by Employer, and shall also return any and all uniform insignia of the Stark County Dog Warden.

## ARTICLE 22 - DEPARTMENT RULES

Section 1. Rules and regulations of the Department shall be provided in the Policy and Procedure Manual and the Employee's Handbook.

## ARTICLE 23 - MANAGEMENT RIGHTS

Nothing herein shall be construed to restrict any Constitutional, Statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the Department and in addition to other functions and responsibilities which are not specifically modified by

this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management and more particularly, including, but not limited to, the following :

a. To manage and direct its employees, including:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Maintain and improve the efficiency and effectiveness of Governmental operations;

3. Determine the overall methods, process, means, or personnel by which Governmental operations are to be conducted;

4. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees as set forth in the Agreement;

5. Determine the adequacy of the work force;

6. Determine the overall mission of the Employer as a unit of Government;

7. Effectively manage the work force;

8. Take actions to carry out the mission of the Public Employer as a Governmental unit.

## ARTICLE 24 - NO STRIKE / NO LOCKOUT

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Stark County. Therefore:

a. The Union agrees that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.

The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members during the life of this Agreement.

In all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the whole and complete right of discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provision of this Agreement.

After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

b. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union unless those members shall have violated Section a. of this Article.

## ARTICLE 25 - SEVERABILITY

Section 1. This Agreement is subject to all applicable Federal and State laws, Civil Service Rules and Regulations, Equal Employment Opportunity Commission Rules and Regulations, and shall be interpreted whenever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 2. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

## ARTICLE 26 - CHANGES OF STANDARDS

Section 1. The Employer agrees to maintain any existing conditions of employment not covered by the terms of this Agreement and should any changes be made in any conditions of employment not covered by the terms of this Agreement, the Employer shall notify the Union and meet with them to discuss the proposed changes.

## ARTICLE 27 - TRAINING

Section 1. The Dog Warden may assign bargaining unit employees to participate in job related training.

Training which is voluntary or which could lead to promotion will be first offered to the most senior employee, then the second most senior employee, etc., down through the least senior member.

Training which is mandatory shall be scheduled based on the operational needs of the Employer.

## ARTICLE 28 - WEAPONS

Section 1. It is an express condition of employment that each Deputy Dog Warden will carry a sidearm during the line of duty. The sidearm and all ammunition shall be supplied by the Employer. A Deputy Dog Warden shall use a sidearm only as a last resort for self defense and/or defense of other citizens against a vicious animal where no other means of protecting life and limb are available. The Employer shall replace department sidearms with at least medium-framed revolvers having at least a four (4) inch barrel as needed.

Section 2. It is an express condition of employment that each Deputy Dog Warden assigned to Road Patrol will carry in the vehicle one dart rifle for the purpose of apprehending an animal running at large. The dart rifle, tranquilizing drugs and explosive charges for use in the dart rifle shall be supplied by the Employer.

Section 3. It is an express condition of employment that each Deputy Dog Warden assigned to Road Patrol will carry in the vehicle one (1) twelve (12) gauge shotgun for the purpose of destroying an animal in the field after all other attempts to apprehend the animal have failed, including the use of a snare, trap and/or dart rifle. The twelve (12) gauge shotgun and all ammunition shall be supplied by the Employer.

Section 4. Each Deputy Dog Warden shall attend and successfully complete any and all Employer provided training programs necessary to become and/or remain qualified to carry and/or use a dart rifle, shotgun, and handgun during the line of duty. Training and qualification for the use of each weapon will be provided annually, and shall be scheduled during working hours. Any Deputy Dog Warden who fails to qualify to carry and/or use either a dart rifle, shotgun, and/or sidearm shall be rescheduled to attend a remedial training session as soon as possible. Any Deputy Dog Warden who fails to qualify to carry and/or use either a dart rifle, shotgun, or sidearm after three (3) remedial training sessions shall be removed from employment on the grounds of failure to meet the minimum requirements for employment.

Section 5. The Employer will assist any Deputy Dog Warden, who fails to qualify to carry and/or use a dart rifle, shotgun, and/or sidearm after three (3) remedial training

sessions, to find alternative employment within the Employer's hiring authority for which the Deputy Dog Warden meets the job requirements.

Section 6. A Deputy Dog Warden must immediately notify the Employer if, at any time of their employment, their ability to carry a firearm is legally restricted in any manner. Failure to timely notify the Employer may result in disciplinary action. Upon notification, the Deputy Dog Warden shall be placed on unpaid leave of absence until such time as an investigation into the restriction can be completed. The Deputy Dog Warden may utilize vacation and/ or personal days during this time. At the completion of the investigation into the underlying restriction, the Employer shall terminate any Deputy Dog Warden that has been determined to have a legal restriction on carrying a firearm.

## ARTICLE 29 - SICK LEAVE BONUS

Section 1. A sick leave bonus will be paid once each quarter as set forth below to a full time employee who has used eight (8) hours or less of sick leave for the entire year according to the following schedule:

| | |
|---|---|
| July 1- September 30 | $50 |
| October 1- December 31 | $50 |
| January 1 – March 31 | $50 |
| April 1 – June 30 | $150* |

*Employees must have been employed in a full time capacity for at least 12 months on June 30th in order to be eligible for the increased sick leave bonus.

## ARTICLE 30 - FAMILY MEDICAL LEAVE

An employee shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12)-month period for any of the following reasons:

1. The birth or adoption of a child, or placement of a foster child;

2. to care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or

3. a serious personal health condition as defined by the Family Medical Leave Act that makes the employee unable to perform his or her job.

Family Medical Leave will be calculated using a calendar (12) month period.

An employee's request for family medical leave must be supported by proper documentation. This documentation will include a statement by the attending physician which includes the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is unable to perform his position or the employee is needed to care for the spouse, dependent child, or parent. The employee must also provide medical certification when they are able to resume work. If there is a disagreement regarding whether the employee suffers

from a serious health condition or is able to return to work, the Employer may secure a second opinion from a physician selected and paid for by the Employer. In the case where the employee and the Employer's physicians disagree, the two (2) physicians shall mutually select a third physician who is paid for by the Employer and whose medical opinion controls over the disputed issue.

In order to utilize family medical leave, the employee must give a minimum of thirty (30)-days notice before the intended date of the leave, except for bona fide emergencies. Emergencies necessitating less than a thirty (30)-day notice shall be documented by the attending physician's statement that an unforeseen emergency did exist.

During family medical leave periods, the Employer will continue to pay the health insurance premium. Any share of health insurance premiums which had been paid by the Employee prior to family medical leave must continue to be paid by the Employee during the family medical leave period. If family medical leave is substituted paid leave, the Employee's share of premiums shall be paid by the method normally used during any pay period. If family medical leave is unpaid, the Employee must make payment of his or her share of the premiums to the Stark County Commissioners Office on the first pay date of each month (same schedule as payment made under a COBRA). If the Employee does not return to work after the expiration of family medical leave, the Employee will be required to reimburse the Employer for payment of health insurance premiums during the family medical leave, unless the Employee does not return because of the presence of a serious health condition which prevents the Employee from performing his/her job or circumstances beyond the control of the Employee.

The employee will be required to substitute any vacation leave, personal leave, or if applicable, sick leave, for any part of the twelve (12)-week period. The employee shall notify the personnel office what order he or she wishes to utilize the designated leave. If the employee fails to notify the personnel office, the accumulated leaves shall be utilized in the following order: sick leave, vacation leave, and personal leave. At the point that an employee may be exhausting his accrued time prior to the end of his leave, the use of time will be cut to four (4) hours per pay in order to maintain co-payment for hospitalization as required by this Agreement. Employees, at their discretion, shall be permitted to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid status during an authorized paid family medical leave. The forty (40) hour balance of leave shall be sick leave unless the employee notifies the Employer in writing of his/her desire to retain a portion or all of the forty (40) hours as vacation leave. Upon return from family medical leave, the employee is entitled to be restored to the same or equivalent position as held by the employee prior to the leave. However, employees are not entitled to accrue employment benefits while on unpaid family medical leave, except seniority.

If both a husband and wife are employed by the Stark County Commissioners, they may be jointly entitled only to a total, combined twelve (12)-week period for family medical leave, excluding their own serious health condition.

## ARTICLE 31 - PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS) CONTRIBUTION

Section 1. Throughout the duration of this Agreement, the Employer will continue to make the required Employer Contribution to the PERS, as established by PERS. In addition, for those employees hired prior to September 1, 2006, the Employer will contribute 4.25% of each employee's gross wages to PERS as part of the employee's contribution to PERS. Employees hired or transferred into the Dog Pound after September 1, 2006 shall be solely responsible for payment of the employee's contribution to PERS. The employee contribution to PERS shall be deducted from the employee's gross wages.

Section 2. PERS Pick-up

A. The amount contributed by the Board on behalf of those employees who were hired prior to September 1, 2006 shall remain at 4.25% and be treated as a Fringe Benefit Pickup. The remaining portion of the Employee's PERS obligation shall be treated as mandatory salary reduction from the contract salary otherwise payable to such classified employees.

B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by PERS to be paid as an employee contribution by said employee and shall be paid by the Board to PERS on behalf of said employee as a "pickup" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be payable, subject to applicable deductions, to said employee.

C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to PERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

D. The Board shall compute and emit its employer contributions to PERS based upon the total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

E. The "pickup" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

F. The "pickup" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

G. This provision shall be effective and the "pickup" shall apply to all payroll payments made after clearance by IRS.

H. The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this section shall be null and void and the retirement contribution procedure in place prior to the effective date of this provision shall be in effect.

## ARTICLE 32 - PROCEDURES FOR WORKPLACE DRUG TESTING

### 100 PURPOSE AND SCOPE

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

### 101 DEFINITIONS

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

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

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

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

**Medical Review Officer (MRO):** The MRO interprets the laboratory results of the drug tests and reports positive results to our Employer after verifying that there are no valid

medical explanations for the positive results. This individual shall be a licensed doctor with appropriate credentials.

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

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

**Alcohol Testing:** Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

## 102 TESTS; OTHER REQUIREMENTS

This policy covers the following type tests:

a. Pre-employment
b. Probable cause
c. Post-accident
d. Return to Duty
e. Follow up Testing

## 103 POST ACCIDENT

If an employee operating a vehicle as part of their employment is involved in: a) an accident where a fatality occurs; b) an accident in which an injury is treated away from the scene and the driver/employee receives a citation for a moving violation arising from the accident, or c) an accident in which a vehicle is required to be towed from the scene and the driver/employee receives a citation for a moving violation arising out of the accident; the driver shall as soon as practicable be tested for alcohol and controlled substances.

All employees who are responsible for an accident/injury in the work place that causes an injury to himself or to others requiring medical attention may be subject to Post Accident Testing. The Employer can defer the test if it is determined the test is unnecessary.

A decision of whether or not to administer a post accident test shall be made by the employee's Director provided that he was not involved in the accident. If the Dog Warden is unavailable, his non bargaining unit designee will make this decision. The determination shall be based on the best information available at the time.

An alcohol test should be administered within two (2) hours following the accident and the Employer shall cease attempts to administer the test after eight (8) hours. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The urine sample for a post-accident drug test shall be collected as soon as possible and the Employer shall cease attempts to administer a post-accident drug test twenty four (24) hours following the accident. Failure to submit to a test within eight (8) hours shall be deemed a refusal. The employee shall not ingest any alcohol nor drugs until testing has been completed.

Implementation Procedures

a. Any driver involved in a reportable accident as defined by this policy, shall notify the Dog Warden at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him. However, if local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breathe tests, the driver shall simply comply with those demands.

b. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the Employer any information necessary to indicate the presence of any controlled substance or alcohol in his system.

Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgment form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

The Employer shall obtain and retain a copy of the completed Accident Report Form, including a notation of the citation, for any accident, and state whether testing is/is not required. This Accident Report Form will be kept in the Human Resources department. The Employer shall retain a copy of results from the MRO. The Employer shall retain a copy of the letter from an employee requesting a retest of the original sample.

## 105 PROCEDURES FOR PROBABLE CAUSE TESTING

Probable cause testing shall be required when a supervisor suspects that an employee is under the influence of a prohibited substance. Supervisors shall be provided with training in the detection of drugs and/or alcohol use. Probable cause test referrals shall be based on objective facts, circumstances or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not on instinct or intuition.

An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators or probable drug use.

A supervisor who has probable cause that an employee is unfit for duty because he/she appears to have ingested, inhaled or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for duty must:

a. Prohibit the employee from working or continuing to work.

b. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Employer for testing. After testing, arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

c. Prepare appropriate documentation.

d. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.

e. The Supervisor shall call the Director's office or his designee.

f. The Supervisor shall call a Union representative.

g. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.

h. No alcohol may be consumed within four hours prior to performing the employee's duties.

## 106 TESTING PROCEDURES

The following test procedure shall apply to all employees:

a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.

b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Employer with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Employer for his/her time.

c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.

d. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for Federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88; as revised in 59 FR 29908 6/9/94, 62 FR 5118 9/30/97 and 66 FR 162 8/21/01).

e. The Employer may choose the laboratory to be utilized for toxicology testing on a yearly basis.

f. The following standards shall be used to determine what levels of detected substances shall be considered positive. **NOTE:** These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict:

| DRUG | SCREENING TEST | CONFIRMATION |
|---|---|---|
| Amphetamines | 500 ng/ml Amphetamines | 250 ng/ml G-MS |
| Marijuana Metabolites | 50 ng/ml Delte-THC | 15 ng/ml G-MS |
| Cocaine Metabolites | 150 ng/ml Metabolites | 100 ng/ml G-MS |
| Opiates Codeine/ Morphine | 2000 ng/ml | 2000 ng/ml G-MS |
| PCP | 25 ng/ml PCP | 25 ng/ml G-MS |
| 6 Acetylmorphine | 10 ng/ml | 10 ng/ml |
| MDMA/ MDA/ MDEA | 500 ng/ml | 250 ng/ml |
| Alcohol | .04 Breath<br>.02 - .039 Breath will be removed from driving for 24 hours | |

g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be designated as unsubstantiated.

h. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Employer's expense. If the first sample tests positive then the second sample shall be tested separately at an approved laboratory. All test results are to be reviewed by the MRO before being released.

i. Breath alcohol testing for covered employees, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall not be permitted to operate a vehicle on behalf of the Employer for twenty-four (24) hours. A test result of .04 or greater shall be considered a "positive" test.

## 107 TEST RESULTS; DISCIPLINE

All test results shall be treated as confidential medical records.

If the results of the tests administered by the Employer on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may be administered after the following procedure has been followed.

The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. For a first offense of the Drug and Alcohol Policy (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge. A Substance Abuse Professional can be mutually selected by the Union and the Employer.

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

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

## 108 VOLUNTARY ASSISTANCE

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

## 109 DRUG TESTING FACILITY

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

## 110 MEDICAL REVIEW OFFICER (MRO)

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

## 111 SUBSTANCE ABUSE PROFESSIONAL (SAP)

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

## 112 BREATH ALCOHOL TECHNICIAN (BAT)

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

## 113 APPROVED LABORATORIES

The approved laboratories shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). They will analyze urine specimens to meet federal drug testing requirements.

## 114 COLLECTION AGENCY

The collection agency shall have qualified collection site personnel and shall follow DOT collection procedures.

## 115 EMPLOYEE ASSISTANCE PROGRAM

The only obligation the Employer has to the employee is that the Employer refers the employee to a source for these Services.

## ARTICLE 33 - DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2012, and shall remain in full force and effect until June 30, 2015, its termination date.

Section 2. If either party desires to modify, amend or renegotiate this Agreement it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notices shall be by certified mail with return receipt.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, this Agreement consolidates the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed and signed by their duly authorized representatives this 25th day of July 2012.

**Stark County Board of Commissioners:**

By: _____

By: _____

By: _____

**General Truck Drivers and Helpers Local Union No. 92:**

By: Gregory Van Ouen

Title: SECRETARY - TREASURER

By: Dale Shaffer

Title: BA

**APPROVED AS TO FORM AND LEGALITY:**

_____

## MEMORANDUM OF UNDERSTANDING

In the event that the Employer elects to create the position of Chief Deputy during the term of this Agreement, the parties agree that the position shall be included in the bargaining unit and that the rate of pay and benefits will be negotiated between the parties. The parties further agree that in the event that the Employer elects to create and fill this position the Employer may select any candidate in the bargaining unit without regard to seniority.