



A COLLECTIVE BARGAINING AGREEMENT

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between

THE PORTAGE COUNTY COMMISSIONERS
Portage County Building Department

and

TEAMSTERS LOCAL UNION #436

EFFECTIVE: January 1, 2013
EXPIRES: December 31, 2015

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	3
ARTICLE II	PURPOSE AND INTENT	3
ARTICLE III	MANAGEMENT RIGHTS	3
ARTICLE IV	RECOGNITION	4
ARTICLE V	NON-DISCRIMINATION	4
ARTICLE V	DUES DEDUCTION	4
ARTICLE VII	NO-STRIKE	5
ARTICLE VIII	UNION REPRESENTATION	6
ARTICLE IX	BULLETIN BOARD	6
ARTICLE X	LABOR/MANAGEMENT MEETINGS	7
ARTICLE XI	PERSONNEL FILES	8
ARTICLE XII	PROBATIONARY PERIOD	8
ARTICLE XIII	SENIORITY	8
ARTICLE XIV	WORK PERIOD	9
ARTICLE XV	OVERTIME	10
ARTICLE XVI	HOLIDAYS	10
ARTICLE XVII	VACATIONS	11
ARTICLE XVIII	SICK LEAVE	11
ARTICLE XIX	FUNERAL LEAVE	13
ARTICLE XX	WORKERS COMPENSATION	13
ARTICLE XXI	UNPAID LEAVE OF ABSENCE	14
ARTICLE XXII	FAMILY MEDICAL LEAVE	15
ARTICLE XXIII	INSURANCE	15
ARTICLE XXIV	WAGES	16
ARTICLE XXV	UNIFORMS	16
ARTICLE XXVI	CALL IN PAY	16
ARTICLE XXVII	LAYOFF AND RECALL	16
ARTICLE XXVIII	CONTRACTING OUT/SUBCONTRACTING	17
ARTICLE XXIX	TRAINING	17
ARTICLE XXX	CONFORMITY TO LAW	18
ARTICLE XXXI	TOTAL AGREEMENT	18
ARTICLE XXXII	OBLIGATION TO NEGOTIATE	18
ARTICLE XXXIII	GENDER AND PLURAL	18
ARTICLE XXXIV	HEADINGS	18
ARTICLE XXXV	LEGISLATIVE APPROVAL	19
ARTICLE XXXVI	DURATION	19
ARTICLE XXXVI	DISCIPLINE	19
ARTICLE XXXVIII	DISCIPLINARY PROCEDURE	19
ARTICLE XXXIX	GRIEVANCE PROCEDURE	22
ARTICLE XXXX	ARBITRATION PROCEDURE	24
ARTICLE XXXXI	EXECUTION	25

ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the Portage County Building Department/Portage County Commissioners, hereinafter referred to as the "Employer", and the Teamsters Local Union #436, hereinafter referred to as the "Union".

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure 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: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the Portage County; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

2.02 The parties agree that this Agreement is entered into to promote and reflect the image of the professional code for Building Inspectors.

ARTICLE III MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement consistent with Civil Service Rules and Regulations; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine reasonable work standards and the quality of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business

and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE IV RECOGNITION

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Portage County Building Department occupying the classifications of Electrical Safety Inspector, Residential Inspector, Building Inspector & HVAC Inspector.

4.02 In the event the Employer creates a classification not listed above, the Union shall be notified in writing not less than five (5) days prior to the effective date.

4.03 The Employer agrees to meet and negotiate the rates of pay for any newly created job title or classification that would properly be included in the bargaining unit.

ARTICLE V NON-DISCRIMINATION

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

5.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

5.03 The Equal Employment Opportunity & Affirmative Action Program, and any amendments thereto as adopted by the Portage County Commissioners, is hereby incorporated within this Agreement by reference. The parties recognize that the Commissioners' program is not meant nor intended to alter or change the parties' existing seniority system.

ARTICLE VI DUES DEDUCTION

6.01 The Employer and the Union agree that membership in the Union is available after 31 days to all employees occupying classifications as determined by this Agreement to be appropriately within the bargaining unit.

6.02 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the

amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

6.03 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

6.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

6.05 Any employee who is not a member of the Union and who does not make application for membership within thirty-one (31) days following the ratification of this Agreement shall, as condition of employment, pay to the Union, through payroll deduction, a fair share fee.

Any future employee, after thirty-one (31) days, shall as a condition of employment, pay to the Union, through payroll deduction, a fair share fee. The Employer shall have the sole discretion to discharge newly-hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of a written notice to the Employer from the Union.

Fair share fees shall be deducted and remitted at the same time as dues. The deduction of the fair share fee is automatic and does not require authorization by the employee. The fair share fee is that amount equal to the Union dues.

6.06 The Employer agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union.

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

ARTICLE VII

NO-STRIKE

7.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or the withholding of services from the Employer, during the term of this Agreement.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, workstoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the employer harmless from any and all costs arising from the violation of this Article, in the event the Union fails to uphold its obligations pursuant to paragraphs .01 and .02 above.

7.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

7.05 The Employer agrees that it shall not lock-out any employees for the duration of this contract.

ARTICLE VIII UNION REPRESENTATION

8.01 The Employer agrees to admit Union representatives to the Employer's facilities during the Employer's normal office business hours. The representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union representative shall identify himself to the Employer or the Employer's designated representative before entering any work area or speaking to any bargaining unit employees. The employer authorization shall not be unreasonable denied.

8.02 The Employer shall recognize one steward to act as Union Steward for the purpose of processing grievances in accordance with the grievance Procedure. In the event the Steward is not available, the Union shall select an alternate.

ARTICLE IX BULLETIN BOARD

9.01 The Employer agrees to provide space for a bulletin board in agreed-upon areas of the Employer's facility for use by the Union.

9.02 All notices of any kind posted on the bulletin board must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contain the following.

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

9.03 No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

ARTICLE X LAB OR/MANAGEMENT MEETINGS

10.01 In the interest of sound labor/management relations on a mutually agreeable day and time at the request of either party, but not more frequently than monthly.

10.02 An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the 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 Building Department Director which affect bargaining unit members;
- C. Discuss the grievances which have not been processed beyond Step 3 of the grievance procedure but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representatives and the Building Department Director the opportunity to share the views of their members/employees on topics of interest to both parties; and

G. To discuss health and safety matters relating to employees.

10.03 It is further agreed that if labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

10.04 The employee representative (steward) who is scheduled to be at work during the time of this meeting shall receive no loss of pay.

ARTICLE XI PERSONNEL FILES

11.01 The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union Representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the Employer.

11.02 Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file.

11.03 Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Employer.

ARTICLE XII PROBATIONARY PERIOD

12.01 The probationary period for all newly-hired employees shall not exceed one hundred twenty (120) calendar days. The promotional probationary period shall not exceed one hundred twenty (120) calendar days.

Newly-hired employees shall have no seniority during probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

12.02 The Employer shall have the sole discretion to discharge newly-hired probationary employees or to reduce promotional probationary employees to their previous rank and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service Procedure.

ARTICLE XIII SENIORITY

13.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Portage County Building Department. A probationary employee shall have

no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

13.02 An employee's seniority shall be terminated when one or more of the following occur:

- A. He resigns;
- B. He is discharged for just cause;
- C. He is laid off for a period of more than twenty-four (24) months;
- D. He retires;
- E. He fails to report for more than two (2) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- F. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him.

13.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by date of application.

ARTICLE XIV WORK PERIOD

14.01 The normal work period for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day.

14.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to modify the hours of work, or work period, from those existing at the time of the Agreement, the Employer will notify the Union.

14.03 Any employee arriving late for work, except for extenuating or emergency situations approved by the employee's supervisor, may be docked for the actual time of tardiness. An employee who establishes a pattern of tardiness abuse may be subject to disciplinary action.

14.04 All employees will be allowed a maximum of thirty (30) uninterrupted minutes for an unpaid lunch period which is to be taken at a time designated by the Employer, on or near the middle of the workday.

14.05 All employees will be allowed a maximum of two (2) fifteen (15) minute paid breaks each work day. Each break will be during the midpoint of morning and afternoon.

Employees may extend their unpaid lunch breaks with work breaks only with prior approval of the supervisor. Employees shall not take work breaks in order to arrive at work late or leave early at the end of the work day.

ARTICLE XV OVERTIME

15.01 This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week. The Employer retains the right to require reasonable overtime.

15.02 When an employee is required by the Employer to work more than forty (40) hours in a week, as defined in this Agreement, he shall be paid overtime pay for such time worked at one and one-half (1-1/2) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

15.03 For the purpose of computing overtime, only holidays and vacation time shall be counted.

ARTICLE XVI HOLIDAYS

16.01 All full-time employees shall receive the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Columbus Day	Veteran's Day Christmas Day

16.02 In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday; in the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday, where appropriate.

16.03 Employees scheduled to work on the holiday shall receive one and one-half (1 1/2) times their regular hourly rate, in addition to equivalent straight time compensatory hours off to be taken at a later date. Employees scheduled off on a designated holiday shall receive an alternate day off. Holidays shall be counted as days worked.

16.04 Holidays are not cumulative from year to year, and shall be forfeited if not taken as time off during the year in which they are earned.

ARTICLE XVII

VACATIONS

17.01 Each full-time employee, upon completion of the appropriate amount of continuous full-time service, with the Employer, shall be entitled to a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
1 year	80 hours
8 years	120 hours
15 years	160 hours
25 years	200 hours

17.02 Earned vacation shall be accrue on an hourly basis, based on the employee's anniversary date in accordance with the above schedule, providing the employee is employed by the Employer at that time. Vacation may be taken in not less than four (4) hour increments. Employees must take vacation within twelve (12) months of which it is earned or forfeit such.

17.03 Employees will select vacation time off with mutual agreement between the Employer and the employee. Vacation leave requests will not be unreasonably denied.

17.04 Prior service with a political subdivision of the State of Ohio, shall be used in determining service credit for purposes of vacation accumulation for all employees provided the employee was hired on or before January 1, 1986. Employees hired after such date are entitled only to prior service with Portage County.

17.05 A bargaining unit employee who leaves employment shall be paid at their current rate of pay for any earned but unused vacation leave. Such benefit will be provided within thirty (30) days after written notice is given to the County.

17.06 If any employee dies while in the employment of the County, the employee's spouse shall be paid the current rate of pay for any earned but unused vacation leave to that employee's credit. If no spouse survives, such unused vacation leave will then be paid to the employee's estate.

17.07 In the event that a holiday as defined, herein, falls within an employee's paid vacation period, such employee shall receive holiday pay in accordance with Article 15 in addition to vacation pay, or an additional day off.

ARTICLE XVIII

SICK LEAVE

18.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

18.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) regular hours in pay status (15 days per year maximum) and may accumulate such sick leave to an unlimited amount.

18.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore not more than one-half (1/2) hour after the start of his work shift each day he is to be absent.

18.04 Sick leave may be used in segments of not less than one (1) hour.

18.05 Before an absence may be charged against accumulated sick leave, the Department Head where cause exists may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than three (3) consecutively scheduled work days or more must supply a physician's report to be eligible for paid sick leave.

18.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of a medical examination, the Department Head, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

18.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline action.

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

18.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, grandparents, or grandchildren.

18.10 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Auditor, providing that such resulting number of hours to be paid shall not exceed two hundred forty (240) hours.

18.11 After completion of one (1) full year of continuous employment with Portage County, all full-time employees of the Board of Commissions are entitled to personal days. Each

full-time employee will receive twenty-four (24) hours (3 days) of personal time each fiscal year. Personal days will be charged against an employee's sick days although no illness is required in order to utilize them.

Employees must request to use personal time in increments of four (4) hours or more. Approval needs to be made by the employee's supervisor and/or the Appointing Authority before the time can be used. Except in the case of an emergency, personal time must be scheduled and approved in advance. Such request shall not be unreasonably denied.

Personal time cannot be used during the Probationary Period.

Personal time may be used as floating holidays, birthdays, religious holidays, funerals or simply as a day of rest and relaxation.

Personal time carries no cash value upon termination (or at the end of a fiscal year) nor can it be used toward the notice period for separation.

The needs of the Department must be considered before use of personal time is approved.

Personal time cannot be carried over into the next year. It must be used by December 31st of each year.

Employees who complete a year of service in the middle of a calendar year will be entitled to the proportionate amount of personal days (e.g., an employee reaching their one (1) year anniversary on June 30th, would be entitled to 1.5 personal days). All calculations will be rounded to the nearest one-half day.

ARTICLE XIX FUNERAL LEAVE

19.01 An employee shall be granted usage of sick leave, upon approval of the Appointing Authority, for a maximum of five (5) working days in the event of a death of an immediate family member. For the purposes of this policy, "immediate family" shall be defined as only the mother, father, brother, sister, child, spouse, grandparents, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in law, sister-in-law or legal guardian.

ARTICLE XX WORKERS' COMPENSATION

20.01 State law provides that every County employee is eligible for Worker's Compensation for injuries arising out of or in the course of his/her employment. Guidelines for administering Worker's Compensation are set forth below.

A. Should an employee be injured during the course of employment with the County, the employee shall immediately notify his/her supervisor regardless of the seriousness of the injury. His/her supervisor shall notify his/her Appointing Authority and shall complete an injury form. This report shall be completed, regardless of the apparent seriousness of the injury, and regardless of whether medical attention is required. Such

report shall be forwarded to the Appointing Authority or designee no later than forty-eight (48) hours after the accident.

B. Should an employee's injury require medical attention, the supervisor shall provide the injured employee with a Doctor's Report of Injury Form, which shall be completed by the attending physician. This completed report should be forwarded to the Appointing Authority or designee at the earliest possible date.

C. In the event of serious injury, the injured employee's supervisor shall notify the Appointing Authority immediately so that, if necessary, an investigation may be initiated.

D. Worker's Compensation forms shall be completed by the Department for the purpose of initiating compensation claims for injured employees. If possible, the injured employee shall go to his/her department to meet with the Appointing Authority at a mutually agreeable time, to assist in completing the form.

E. The Appointing Authority must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for providing to the Appointing authority their expected date of return (if known).

F. Any documents received from the injured employee, his/her physician, hospital, or State, regarding Worker's Compensation claims must be immediately forwarded to the Appointing Authority.

G. Employees who are injured in the line of duty and who must leave work before completing their work period shall be paid at their regular compensatory rate, for the balance of time left in their scheduled work day.

H. An injured employee may elect to use accrued sick leave and vacation leave prior to receiving payments for Worker's Compensation. Employees are prohibited, however, from receiving payment for sick leave while simultaneously receiving payment for Worker's Compensation.

I. The County may require an opinion from a doctor contracted with the County. The Board of Commissioners will reject Worker's Compensation claims when employees fail to submit to such requests.

J. The County retains the right to require an employee who is receiving Worker's Compensation to report for work and perform such duties as can be accomplished given the physical limitations of the employee. Employees who refuse will lose their right to Worker's Compensation Benefits.

ARTICLE XXI

UNPAID LEAVE OF ABSENCE

21.01 The Appointing Authority may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may

not be renewed or extended beyond six (6) months.

21.02 Leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the county service by improved performance at any level; or for voluntary service in any governmentally-sponsored program of public betterment.

21.03 The authorization of a leave of absence without pay is matter of administrative discretion. The Appointing Authority will decide in each individual case if a leave of absence is to be granted, unless covered under the Family and Medical Leave policy, see Article 22.

21.04 The granting of any leave of absence is subject to approval of the Appointing Authority. Except for emergencies or provisions that are covered under the Family and Medical Leave, Article 22, employees will advise the Appointing Authority sixty (60) days prior to commencement of the desired leave so that the various functions may proceed properly.

21.05 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. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

21.06 An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by his/her supervisor. If any employee fails to return to work at the expiration of an approved leave of absence, a report of Failed to Return From Leave is made - unless an order or removal or disability leave is appropriate.

ARTICLE XXII FAMILY MEDICAL LEAVE

22.01 Employees are entitled to an unpaid leave, up to twelve weeks in a rolling twelve (12) month period when time is approved pursuant to the Family Medical Leave Act of 1993. The Employer retains the right to require employees to utilize paid leave as FMLA leave which paid leave is inclusive of FMLA.

ARTICLE XXIII INSURANCE

23.01 The Employer will provide to employees the same medical insurance coverage, and upon the same terms and employee conditions, if any, as that provided by the Portage County Commissioners for their other county employees.

23.02 The Employer will continue to provide the medical insurance coverage upon the same terms as provided in Section 23.01 for a period not to exceed three (3) consecutive months for an employee on a bona fide work-related workers' compensation illness or injury.

ARTICLE XXIV

WAGES

24.01 Employees shall receive the following wage rates effective January 1" each year during the term of this Agreement:

Year	Wage Rate	Wage Rate
January 1, 2013	\$20.73	\$20.73
January 1, 2014	\$20.73	\$20.73
January 1, 2015	\$21.15 ²¹⁰	\$21.15
Agreement would add 2 years to current contract.		

24.02 Employees shall be required to possess either a State Building Inspector Certificate or Electrical Safety Inspector Certificate. New hires must possess either certificate at the date of hire. All current employees shall possess one of the required certificates. Any current employee who fails to possess the required certificate shall be terminated from County employment.

24.03 Employees holding both certificates shall be compensated an additional fifty cents (\$0.50) per hour to their hourly rate pursuant to the above wage schedule.

ARTICLE XXV

UNIFORMS

25.01 The Employer shall provide uniforms, five (5) approved shirts to all employees required to wear such uniforms on their anniversary date. Employer provided shirts are to be worn only while on duty for Portage County, and not to be worn at an employee's secondary employment.

ARTICLE XXVI

CALL IN PAY

26.01 Any employee called into work during their off-duty hours shall be guaranteed a minimum of two (2) hours pay at the overtime rate so long as such time does not abut or overlap the employee's regularly scheduled shift. This provision shall not result in the pyramiding of overtime.

ARTICLE XXVII

LAYOFF AND RECALL

27.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth, below.

27.02 Employee(s) within the effected classification shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, seasonal, part-time and probationary employees within the affected classification are laid off first in the above respective order. "Departmental" shall be construed to mean within the Building Department.

27.03 Employee(s) who are laid off from one classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated classification within the Department.

27.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated classification pursuant to the provisions of paragraph .03, above.

27.05 In all cases where an employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position (certification) and able to perform the functions and duties of the position into which he is attempting to displace (bump).

27.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

27.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) working days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

27.08 Employees scheduled for lay-off shall be given a minimum of ten (10) working days advance notice of lay-off.

ARTICLE XXVIII CONTRACTING OUT/SUBCONTRACTING

28.01 The Employer reserves the right to contract or subcontract out work which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that performance by bargaining unit members is impractical.

28.02 Such contracting out or subcontracting shall not be done for the sole purpose of reducing the employees' work week, or hourly rates of pay, or erosion of job classifications.

28.03 The Employer agrees to notify the Union in the event this Article is utilized.

ARTICLE XXIX TRAINING

29.01 Training seminars or classes which are required or mandated by the Employer shall be paid for by the Employer. Additionally, in order to promote professional development, the Employer will pay for one (1) professional organization membership for each employee from an approved professional membership listing.

ARTICLE XXX

CONFORMITY TO LAW

30.01 The invalidity of any provision(s) of this Agreement by reason of any State or Federal law shall not affect the validity of the surviving provision.

ARTICLE XXXI

TOTAL AGREEMENT

31.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE XXXII

OBLIGATION TO NEGOTIATE

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

32.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any 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 or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXXIII

GENDER AND PLURAL

33.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in masculine, feminine or neuter gender 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 as being discriminatory by reason of sex.

ARTICLE XXXIV

HEADINGS

34.01 It is understood and agreed that the use of headings before Articles or Sections is for convenience only and that no heading shall be used in the interpretation of any such Article or Section.

ARTICLE XXXV

LEGISLATIVE APPROVAL

35.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXXVI DURATION

36.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

ARTICLE XXXVII DISCIPLINE

37.01 Any non-probationary employee who is suspended, disciplined, or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of discipline, the employee has the right to confer with a representative of the Union.

37.02 Disciplinary action taken by the Employer shall only be for just cause.

37.03 Discipline shall normally be applied in a corrective progressive manner, i.e., verbal warning, written warning, suspension, discharge. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to the suspension or discharge.

37.04 The Employer shall serve the Union steward or his designee a copy of any disciplinary action taken against any employee immediately after such action.

37.05 Records of disciplinary action (suspensions) which are two (2) years old, and subject to the following criteria, may not be considered in future disciplinary actions:

- A. There has been no occurrence of similar type incident within the two (2) year period.
- B. Verbal and written reprimands are subject to an eighteen (18) month limitation as set forth herein.

37.06 The Employer agrees that all disciplinary actions against any bargaining unit employee shall be carried out in a private and businesslike manner.

ARTICLE XXXVIII DISCIPLINARY PROCEDURE

38.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

38.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

38.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

38.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, time and places, if possible.

38.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

38.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or
4. the penalty is implemented after the pre-disciplinary hearing.

38.07 The Notice of Discipline served on the employee shall be accompanied by written

statement that:

1. the employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or an attorney at his/her own expense at every step of the proceeding.

38.08 If a grievance is filed and pursued within the time frame provided below, no penalty can be implemented, except as provided in paragraph 38.12, until the matter is settled or the arbitrator renders a determination.

38.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority or designee will, within ten (10) days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority or designee, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

38.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

38.11 A disciplinary matter may be settled at any time. The terms of the settlement shall

be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

38.12 An employee may be suspended with pay at any time during the process if the appointing authority or designee, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure (i.e., pre-disciplinary hearing).

38.13 The Union, on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE XXXIX GRIEVANCE PROCEDURE

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

39.02 For the purpose of this procedure, the below listed terms are defined as follows:

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

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

- a) Except at Step 1, all grievances shall include the name and position of the

aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.

This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.

- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move the next step. The time limits specified for either party may be extended only by mutual agreement.
- g) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

39.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall reduce it to writing by the aggrieved party and presented as a Grievance to the employee's supervisor (Chief Building Official) within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief Building Official or his designee will schedule a meeting with the employee and Union representative within seven (7) days of the date of the notice by the employee. The Chief Building Official shall give his answer within five (5) days of the meeting.

Step 2:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Department of Human Resources within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Department of Human Resources shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his Union representative, if any, any other party necessary to provide the required information for the rendering of a proper decision. The Department of Human Resources shall issue a written decision to the employee with a copy to the Union within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXX

ARBITRATION PROCEDURE

40.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

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

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

40.04 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

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

party.

40.06 The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

40.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitrator pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dennis Minni, Esq.; 2) Marvin Feldman, Esq; 3) Lawrence Loeb, Esq.; 4) Nels Nelson; 5) Harry Graham.

40.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXXI EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2013.

FOR THE UNION:
Teamsters Local Union #436

FOR THE EMPLOYER:
Portage County Board of Commissioners
Portage County Building Department

ARTICLE XXXXI

EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2013.

FOR THE UNION:

FOR THE EMPLOYER:

Teamsters Local Union No. 436

Portage County Commissioners/
Portage County Building Department

Ray M. Tuben

Kathleen Chandler

John M. Fortesque

Maureen L. Fredrick

Christy L. Payne

Domino J. Malsivo

RESOLUTION

NO. 13-0633

RE: APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PORTAGE COUNTY COMMISSIONERS/PORTAGE COUNTY BUILDING DEPARTMENT AND TEAMSTERS LOCAL UNION #436.

It was moved by Maureen T. Frederick, seconded by Tommie Jo Marsilio that the following resolution be adopted:

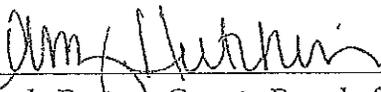
RESOLVED, that the Board of Portage County Commissioners does hereby approve the Collective Bargaining Agreement between the Portage County Commissioners/Portage County Building Department and Teamsters Local Union #436, effective January 1, 2013 through December 31, 2015, as accepted by vote by the members of the Bargaining Unit within the Department of the Portage County Building Department; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote was as follows:

Kathleen Chandler, Yea; Maureen T. Frederick, Yea; Tommie Jo Marsilio, Yea;

I, Clerk of the Board of County Commissioners, do hereby certify that the foregoing is a true copy of a resolution of the Board of County Commissioners of Portage County duly adopted July 25, 2013 and appearing upon the official records of said Board, Volume 79, Page ____.



Clerk, Portage County Board of Commissioners