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AGREEMENT

BY AND BETWEEN

THE STARK COUNTY BOARD OF

COMMISSIONERS (BUILDING DEPARTMENT)

AND

AFSCME, OHIO COUNCIL 8,

LOCAL 959, AFL-CIO

Effective January 1, 2013
To December 31, 2015

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ARTICLE 1 - PREAMBLE/PURPOSE

- Section 1.** This Agreement, entered into by the Stark County Building Inspection Department, hereinafter referred to as the Employer, and AFSCME, Ohio Council 8, Local 959, AFL-CIO, hereinafter referred to as the Union, has as its purpose the following:
- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code;
 - B. To achieve to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those Employees and classifications included in the bargaining unit as defined herein;
 - C. To provide for the adjustment of grievances which may arise;
 - D. To achieve and to maintain a stabilized Employer-Employee relationship and to promote improved work performance; and
 - E. To assure the continuation and effectiveness of public services.

ARTICLE 2 - UNION RECOGNITION

- Section 1.** The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for all employees in the appropriate unit:

INCLUDED: All employees at the Stark County Board of Commissioners in the Building Inspection Department including Plans Examiners, Electrical Inspectors, Building/Heating Inspectors, and Office Clerks.

EXCLUDED: All management level employees, confidential and supervisory employees as defined in the Act, and all other employees.

- Section 2.** The parties agree that the Employer may augment the work force with outside individuals performing bargaining unit work under the following conditions:
- A. **Project Employees:** Individuals or Corporations hired at various times throughout the year for specific tasks and whose employment does not result in the layoff of bargaining unit employees.
 - B. **Seasonal Employees:** Individuals hired from May 1 through September 30 of any year to perform work or activity limited to such time period.

- C. The Chief Building Official shall be permitted to perform work of the bargaining unit employees so long as the performance of this work does not result in the layoff of bargaining unit employees.
- D. Plans Examiner: Individuals or Corporations may be hired to perform the work of the Plans Examiner.
- E. By agreement of the parties, extension of time periods set forth above may be granted.

Section 3. Should the Employer establish new classifications during the term of this agreement, and the Union has reason to believe that such positions(s) are to be included in the bargaining unit as a result of similarity to current classifications, or by definition of Section 4117.01 O.R.C., the Union and the Employer shall meet to discuss the inclusion or exclusion. If within thirty (30) days of notification by the Union, and agreement is not reached on the status of the new positions, either party may file with the State Employment Relations Board for a determination.

ARTICLE 3 - UNION REPRESENTATION

Section 1. The Employer agrees that up to two (2) Union Staff representatives shall have access and be permitted to enter any Employer facilities during the normal office business hours Monday through Friday. Such access will be for the purpose of processing grievances or attending meetings as provided herein. Visitation for the purpose of investigating complaints, delivery of necessary Union correspondence or information for Union officers and representatives (stewards), may be done during non-working hours or non-work time. Notwithstanding the above provisions, the Union Staff representatives may be accompanied by the Union President or Chapter Chairperson or their designee during such access prior to or after normal business office hours or non-work time to consult with employees in the assisting and settlement of grievances or complaints, and to carry into effect the terms and provisions of this Agreement. It is understood such access and visitation shall not interfere or disrupt work in progress.

Section 2. The Employer shall recognize in addition to the local Union President or Chapter Chairperson, other Union officials and stewards for representation purposes and as otherwise provided under this Agreement.

Section 3. The Union shall provide to the Employer a list of Union representatives which is to be kept current at all times. No employee shall be recognized by the Employer as a Union official until the Union has presented the Employer written certification of the person's selection and/or position held.

Section 4. The Union President, Vice President or Chapter Chairperson shall be permitted reasonable time off at the beginning and prior to the end of the work shift without loss of pay or benefits for the investigation of grievances or the orientation of new bargaining unit members, provided the supervisor of such employees is notified of

the time of departure from and return to the job. Approval of the supervisor will not arbitrarily or unreasonably be withheld. Access to personnel records which are not defined as "public records" under Ohio law currently in effect as of the execution of this Agreement shall be authorized only with written permission of the employee. The Union President or Chapter Chairperson or their designee and other Union Representatives shall be permitted time off without loss of pay or benefits to meet with the Employer at grievance meetings, disciplinary meetings, health and safety meetings or to attend other meetings required under this agreement. The writing of grievances shall be on non-work time. When the Union President or Chapter Chairperson or their designee and any other Union Representative needs to process grievances or matters under this Article or this agreement which requires information and copies of personnel records and data as to supporting documentation, or to establish or follow-up in representation rights under this Agreement or as provided by law, may utilize the Employer's telephones for local calls, with the approval of the Employer and further provided that such approval shall not be unreasonably or arbitrarily denied.

A Union Representative involved in representation of an employee at a grievance presentation or disciplinary conference will be permitted to leave his work and work area to represent the member at the meeting provided the Union Representative notifies his supervisor of his time of departure from and upon his return to the job. Approval will not arbitrarily or unreasonably be withheld.

Section 5. Rules governing the activity of Union Representatives are as follows:

- A. The Union agrees that no Union Representative shall interfere, interrupt, or disrupt the normal work duties of other Employees. The Union further agrees not to conduct internal Union business during working hours except to the extent specifically authorized herein.

However, solicitation or membership may be solicited during non-work time.

- B. The Employer agrees not to interfere, restrain, coerce, or otherwise restrict the Union Representatives in the performance of their representation rights as provided by this Agreement or under the law.
- C. The Employer agrees to provide the Union President or Chapter Chairperson or their designee and Union Staff access to necessary information contained in records/files of any bargaining unit employees who files a grievance, or appeals a disciplinary action. Other relevant information necessary to process a grievance or to represent an employee under the terms and conditions of this Agreement be provided to the Union within a reasonable time after the written request of the Union. With the exception of depositions, reasonable requests for copies shall be at no cost to the Union.

- D. The Union may use the Employer's local telephone services and internal mailing system at no charge for the purpose of the terms and provisions of this Agreement with prior approval of the Employer. The Union may also use the Employer's facilities to meet with employees at a time and place approved by the Employer during non-work time.

Section 6. Up to two (2) duly elected or appointed delegates to conventions, conferences, or other official business functions of the Union shall be granted up to three (3) working days of unpaid time off for the purpose of participating in such conventions and activities. This time off may not be approved for Union rallies, picketing or other types of demonstrations. The employee must request such unpaid leave as far in advance as possible but at least three (3) business days prior to any such meeting. Such unpaid leave will be granted so long as it can be accommodated in the employee's work schedule. The attendee may be required to provide documentation satisfactory to the Employer substantiating attendance.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the office of the Stark County Board of Commissioners Building Department, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- D. To determine the Employer's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition and duties of the workforce; the number of shifts required to establish work schedules; to establish hours of work; to establish, modify, consolidate or abolish jobs; and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve or layoff employees from duty for reasons of lack of work, lack of funds, or reorganization of the Employer;

- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- L. To determine and implement necessary actions in emergency situations; and
- M. To close down, relocate the operations or reorganize under a separate department or political subdivision (however, the county shall be required to bargain with the Union over the effect of a decision to close down, relocate or reorganize the operations).

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

Section 1. The Employer and the Union realize that a strike may create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that neither it, its officers, agents, representatives, nor 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 bargaining unit members. In the case of an unauthorized strike, the Union shall cooperate with the Employer to end the unauthorized activity.
- B. It is specifically understood and agreed that the Employer during such unauthorized work stoppage shall have the whole and complete rights of discipline, including the right of discharge.

Section 2. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members unless those members shall have violated Section 1(A) of this Article.

ARTICLE 6 - CHECK OFF/DUES DEDUCTION/FEES/ASSESSMENTS

- Section 1.** The Employer agrees to payroll deductions of Union dues, fees, or assessments in accordance with this Article for all employees eligible for the bargaining unit.
- Section 2.** The Employer agrees to deduct regular payroll deductions of dues, fees or assessments in twenty four increments per year, deducted twice per month from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union, must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct Union dues, fees or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received.
- Section 3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues, fees or assessments. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- Section 4.** The Employer shall be relieved from making such individual deductions of dues, fees or assessments upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of dues deduction authorization in accordance with the terms and provisions of the payroll deduction form.
- Section 5.** The Employer shall not be obligated to make deductions from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, fees or assessments. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union to the Employer. The Employer is not required to make any partial deductions.
- Section 6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. Corrections shall be made as soon as possible after notification in writing by the Union. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.
- Section 7.** The rate at which dues, assessments and fees are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes, dues deductions, fees or assessments.

Section 8. All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earning of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8. Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The payment will be accompanied by an alphabetical list of the names, social security numbers and current addresses of those employees for whom a deduction was made and the amount of the deduction. The Union represents to the Employer that it has prescribed and shall maintain in force throughout the term of this Agreement an internal procedure to determine a rebate, if any, of any such fair share fee to non-union employees which conforms to the Federal and State Law, as required, pursuant to the provision of Section 4117.09(C) of the Ohio Revised Code.

Section 9. The Employer agrees to remit an alphabetical list of the names, social security numbers and current addresses of employees for whom a deduction was made and the amount of the deduction along with a check in the aggregate amount of the deduction to the Controller of AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio, 43085-2512, within fifteen (15) days of the payroll date of dues deduction. A copy of such warrant and the aforementioned lists of employees shall also be forwarded to the Treasurer of Local 959 and Ohio Council 8, Akron Regional Office, 1145 Massillon Road, Akron, Ohio, 44306, during the same period.

ARTICLE 7 - NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, political affiliation, marital status, or disability or handicap, which does not interfere with the ability to perform the functions of the job. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. Where an employee alleges discrimination as a member of a protected classification under Title VII of the Civil Rights Act of 1964, as amended, he shall not seek redress through the grievance procedure outlined in this Agreement.

Section 3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 4. Neither the Employer nor the Union shall discriminate against, interfere, restrain or coerce any employee because of membership or non-membership in the Union; nor interfere in any way with the right of an employee exercising the right to abstain from membership or involvement in lawful Union activities.

ARTICLE 8 - WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the employees' services and programs. The Union and/or employees reserve the right to grieve the reasonableness of work rules, regulations, policies and procedures or those which violate this Agreement.

Section 2. At least five (5) working days prior to implementation of any new or reused work rule, regulation, policy or procedure which affects members or the bargaining unit, the Employer shall post a copy and forward a copy to the President of the local Union or his designee.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 9 - BULLETIN BOARDS

Section 1. The Employer agrees to provide space and bulletin boards in agreed-upon areas of each facility in which bargaining unit employees are assigned, for use by the Union at no charge. Boards are to be maintained in a neat and orderly manner.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the local Union President or his designee or stewards during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees and independent arms of the Union; and

G. Rulings or policies of the Union.

All other notices of any kind not covered (A) through (G) above 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 boards at any time which contain the following:

1. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in (B) through (E) above;
2. Personal attacks upon any other member or any other employee or elected office holder;
3. Attacks on any employee organization, regardless of whether the organization has local membership.

Section 3. 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.

Section 4. If the Employer believes there has been an alleged violation of the provisions of this Article, the Employer shall direct the responsible Union Representative to remove the document in question and such determination shall not be arbitrary. The Union may request a meeting to discuss the issues if the Union is in disagreement with the determination of the Employer, or may file a grievance.

ARTICLE 10 - DISCIPLINARY PROCEDURE

Section 1. No form of disciplinary action will be taken against any employee except for just cause.

Section 2.

- A. Except in instances where the employee is found guilty of a dischargeable offense, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct.
- C. Discipline will be initiated within thirty (30) calendar days following the Employer's awareness of the event giving rise to the discipline.

Section 3.

- A. Whenever the Employer determines that an employee may be disciplined, a pre-disciplinary hearing shall be scheduled by the Employer through the

Ohio Council 8 office. Prior to the scheduled meeting with the employee, the Employer shall submit written notice as to the exact charges, a statement of facts concerning the charges, a list of witnesses and any evidence, which shall be presented in such detail as enables the employee and the Union to prepare a defense, to the employee with a copy to the Union Staff and Union President. The employee shall be entitled to Union representation, and the Union shall have the right to be present at such meeting provided such employee requests union representation, which representation shall be a maximum of two (2) individuals consisting of any combination of Union officials with Union Staff. In the event the issue is not resolved between the parties, the Employer may proceed with disciplinary action by serving proper notice upon the employee and the Union following such pre-disciplinary hearing.

- B. An employee may waive his right to such a pre-disciplinary conference.
- C. At the pre-disciplinary hearing, the Hearing Administrator will ask the Employer or his/her representative to respond to the allegations which were submitted to the employee. After the Employer responds, the employee or his representative may respond to the allegations presented by the Employer and which were submitted to the employee.
- D. The Employer, the employee or his representative may present any testimony, witnesses, or documents as to the allegations.

The employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Hearing Administrator concluding as to whether or not the alleged charges should be supported, modified or withdrawn. A copy of this report will be provided to the employee and Union representative present at the hearing within five (5) days following the hearing.

- E. Pre-disciplinary conference will be held by a neutral administrator, who will be selected by the Employer. Any charges or costs thereto shall be paid by the Employer.
- F. The Employer shall decide what discipline, if any, is appropriate following receipt of the report of the Administrator.
- G. Decision of the Employer may be appealed by filing a grievance at Step 3 of the grievance procedure within ten (10) working days of receipt of the order of discipline.

Section 4. Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period.

Oral Warnings

9 Months

Written Warnings	12 Months
Suspension of less than 5 days	18 Months
Suspension of 5 days or more	24 Months

Section 5. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. The Employer will make every reasonable effort to complete its investigation in a timely manner after learning of an alleged offense and thereafter promptly schedule a pre-discipline conference.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.

Section 2. The term “grievance” shall mean an allegation by a bargaining unit employee or union that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor address matters not covered by this Agreement.

Section 3. A grievance under this procedure may be brought by any member of the bargaining unit. Where a group or the bargaining unit members desire to file a grievance involving, a situation affecting each member in the same manner, one member selected by such group will process the grievance.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management’s answer at the last completed step.

Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step or the grievance procedure. Management shall not establish a practice of not answering grievances.

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

- A. aggrieved employee’s name;
- B. aggrieved employee’s classification;
- C. name of employee’s immediate supervisor;
- D. date and time of incident giving rise to grievance;

- E. date and time grievance was first discussed;
- F. date grievance was filed in writing at Step 1;
- G. a statement as to the specific Articles and Sections of the Agreement violated;
- H. a brief statement of the facts involved in the grievance;
- I. the remedy requested to resolve the grievance.

Section 6. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the 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 two (2) working days of the incident giving rise to the grievance to the attention of the Chief Building Official or his designee. The Chief Building Official or his designee shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee with an answer.

If the employee is not satisfied with the response given by the Official or his designee, the employee shall within three (3) working days reduce the grievance to writing on the agreed form and submit it at Step 2. All Step 2 grievances shall be submitted on the grievance appeal form attached to the Agreement. This form must be completed so the nature of the grievance, the Article and Section of this Agreement allegedly violated, the statement of facts leading to the grievance, and the relief requested in clearly stated.

Step 2.

The Chief Building Official or his designee within five (5) working days of receipt of a written grievance shall schedule a formal meeting with the employee filing the grievance and the Union representative. Prior to this meeting, the Official or his designee shall make a complete and thorough investigation of all the allegations contained in the grievance. Within ten (10) working days after the meeting, the Official or his designee shall provide the employee and the union representative with his written response to the grievance.

Step 3 – Mediation

Prior to proceeding to Step 4 Arbitration, the Union and Employer may mutually agree to submit the dispute to grievance mediation. The agreement to mediate a dispute must be made within ten (10) working days from receipt of the Chief Building Official's written response to the grievance Matters submitted to

mediation automatically stay any and all arbitration procedures. In the event that mediation efforts fail the time lines set forth herein shall be in full force and effect.

The parties agree to a closed panel of mediators during the term of this Agreement. The mediator shall be Robert Stein, Dennis Byrne, or Nels Nelson.

Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. The mediator shall not have authority to compel the resolution of a grievance. In the event that a mediated grievance is appealed to arbitration, nothing said or done by the mediator or parties may be introduced into evidence at the hearing.

The parties agree to equally split any fee or expense of the Mediator.

Step 4 - Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to final and binding arbitration by giving notice to the Employer within ten (10) working days from receipt of the Chief Building Official's written response. Within twenty (20) working days of the notice to arbitrate given to the Employer, the Union shall submit such grievance to the Federal Mediation and Conciliation Services (FMCS) by requesting a list of seven (7) arbitrators, with a copy of such request forwarded to the Employer as noted on FMCS required form, on date of mailing. In the event the grievance is not referred to final and binding arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply of the Employer.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet or converse by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. Each party may make only one (1) rejection.

The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The parties alternately by case shall be the first to strike a name from the list, and then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service, and this Agreement.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from, or modify the

language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

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 losing the grievance. If the decision does not wholly affirm the position of either party, the arbitrator shall determine what amount of the payment of the costs of the arbitrator that each party shall be responsible. 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.

Any employee may have one (1) employee Union representative accompany him in Step 1 and Step 2 of the procedure. The employee may have two (2) employee Union officials accompany him in Step 3, in addition to any non-employee Union officials. Employee representatives, necessary witnesses, and grievant(s) will lose no straight time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure.

Where an employee does not elect to be represented by the Union at any step of the grievance procedure excluding Step 3, the Union shall have the right to have present no more than two (2) Union Representatives at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement.

Section 8. The union may file a policy and/or group grievance which affects bargaining unit employees or the Union or regards the award of any previous arbitration case, by filing such grievance directly at Step 2.

Section 9. The Union shall have the right to withdraw or settle any grievance, at any step of the grievance procedure with the Employer.

ARTICLE 12 - PROBATIONARY PERIODS

- Section 1.** The probationary period for all new hires in classifications covered by this Agreement shall not exceed one hundred twenty (120) calendar days and shall begin on the first day which the employee receives compensation from the Employer. New hires shall have no seniority during probationary periods; however, upon completion of the probationary period seniority shall start from date of hire. A probationary employee who has lost work time due to illness or injury, a military leave, layoff, cost savings days (CSDs) or other leave of absence shall have his probationary period extended by the length of the time lost.
- Section 2.** Newly hired probationary employees who are terminated shall not have recourse through the grievance procedure.
- Section 3.** Employees promoted to higher classifications are subject to a qualifying period of ninety (90) calendar days, and as further provided under Article 14.
- Section 4.** The Employer will furnish the Union a list of new hires showing name, address, date of hire, social security number, starting rate, department and classification within one (1) week of this hiring. The Employer shall also furnish this same information to the Union within one (1) week of the event, for employees who have completed this probationary period, been terminated, promoted or transferred.

ARTICLE 13 - SENIORITY

- Section 1.** Seniority shall be computed on the basis of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in service. Once service is broken, unless the employee is reinstated under the provisions of this Agreement, the employee loses all previously accumulated seniority.
- Section 2.** New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from last date of hire.
- Section 3.** 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 or as otherwise provided in leave of absence provisions of this Agreement.
- Section 4.** Employees laid off shall retain their seniority for a period of twenty four (24) months from the date of layoff.
- Section 5.** Any bargaining unit employee who hereafter is promoted or transferred to a job outside of the bargaining unit shall retain such seniority as is provided in this

Agreement, but he/she shall not accumulate additional seniority after the date of said promotion or transfer.

If the Employer should return an employee to a job within the bargaining unit, his/her name shall be restored to the seniority list with seniority to be determined according to this Article.

Any employee hired directly into a job outside the bargaining unit and/or an incumbent employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this Article, but shall instead be placed at the bottom of any seniority list for his/her bargaining unit classification.

Section 6. The Employer shall post a seniority list within thirty (30) days after the signing of this Agreement and once every twelve (12) months thereafter on the Union bulletin boards showing date of service, classification, and rate of pay. One (1) copy of the seniority list shall be forwarded to the Union President or his designee. Once the seniority list has been posted, employees shall have fifteen (15) days in which to challenge the information contained therein. Such challenges shall be made to the Employer in writing. Any information which is not altered as a result of an employee challenge shall be considered final.

Section 7. An employee(s) of the County who is employed outside the bargaining unit, who becomes employed in bargaining unit covered classifications, shall be considered as a new employee for purposes of seniority under provisions of this Agreement.

Such employee shall retain total County seniority only for purposes of retirement accrual, sick leave accrual and vacation accrual.

ARTICLE 14 - VACANCY, PROMOTIONS, AND TRANSFER

Section 1. Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, or a new job classification is created and included in the bargaining unit, a notice of such vacancy shall be posted for seven (7) working days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer through the office manager. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

The "Notice of Vacancy" shall contain the following information:

- A. Classification and position.
- B. Facility where the vacancy exists.
- C. Division and the immediate supervisor.

- D. Pay range and base wage.
- E. Qualifications for the job as established and consistently applied by the Employer.
- F. A brief description of the job duties.
- G. Effective date and expiration date of the posting.

For employees who may be on vacation, sick leave or other authorized leave of absence, and during such absences a vacancy is posted, the Employer shall consider and accept such bids, provided such employee submits a bid or application for a vacancy that may exist, or for any job the employee wishes to bid on for future consideration by the Employer before leaving on such authorized absences.

Section 2. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a ninety (90) day period of time, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 3. For instances where an employee is on a leave of absence or medical leave, the Employer may temporarily fill the vacancy for the period of the absence or leave up to one hundred eighty (180) days.

Section 4. All timely filed applications shall be reviewed based on the following criteria to determine the best-qualified applicant:

- A. Work History
 - 1. Past performance in present job
 - 2. Aptitude and/or familiarity with the required duties of the new position
 - 3. Disciplinary record
 - 4. Attendance record
- B. Education Background and Experience
 - 1. Outside training and experience
 - 2. Inside training and experience
- C. Physical Capability

Section 5. Once the selection has been made, the Employer will notify all applicants and the Union President, or his designee of the selection.

- Section 6.** The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held.
- Section 7.** The position shall be awarded to the individual who best meets the criteria outlined in Section 4. If an employee is selected, he shall be compensated at the appropriate rate on completion of his probationary period in the new position, if a promotion is involved. If a promotion is involved, the employee will receive the probationary rate for that position or their former rate of pay, whichever is greater, during the probationary period. Employees who are “bidding down” shall have their salary reduced to the appropriate rate upon transfer to the new position.
- Section 8.** If two (2) or more employees are considered by the Employer to be substantially equal in meeting the criteria outlined in Section 4 above, then seniority shall govern in the awarding of the position.
- Section 9.** An employee will be required to complete a ninety (90) day promotional probationary period. If the employee job performance is not satisfactory at the conclusion of the probationary period, he shall be returned to his previous position.

ARTICLE 15 - 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 impending layoff as far in advance as possible prior to service of notice of Employees. The Employer and the Union shall meet to discuss the effects of the decision to layoff in addition to possible alternatives. This notice provision does not limit the Employer’s right to layoff.
- 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 President of the Union or his designee 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 classifications effected:
- A. Seasonal, temporary employees;
 - B. Casual employees;
 - C. Student employees;
 - D. Part-time employees;

- E. Probationary employees;
- F. Permanent employees in the inverse order of their seniority as defined by this agreement.

Section 4. An 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 and then to a lower rated position within the same classification provided the more senior employee does possess the skill, ability and qualifications to perform the work as determined by the Employer. An employee who bumps into a lower rated position will be compensated at the lower rate of pay and benefits.

Any employee who is bumped from his position shall have five (5) working days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications as determined by the Employer to bump another employee within the same classification series, shall be laid off and placed on the appropriate recall list.

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 employees according to Employer seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled to any classification where the employee has the skill, ability and qualifications to perform the work as determined by the Employer, and employees shall be on recall for a period of twenty four (24) months.. In order to be eligible for recall, the employee must maintain current certifications and training necessary to perform the position that he is eligible for recall. In the event that the employee does not maintain the required certification, the employee will no longer be eligible for recall. The President of the Union or his designee shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made by the Employer.

In the event an employee refuses recall to a classification other than that from which he was laid off, such employee shall not lose recall rights for the original classification. However, if said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

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. A laid off employee shall be given ten (10) calendar days after receipt of notice of recall or fourteen (14) calendar days after postmark of notice of recall, whichever date occurs first, in which to report for duty, unless a different date for returning

to work is otherwise specified in the notice or agreed to by the Employer and employee.

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) calendar days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list.

Section 8. 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 16 - HOURS OF WORK/OVERTIME

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. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours. The work week shall be computed between 12:01 a.m. on Thursday of each calendar week and at 12 o'clock midnight the following Wednesday. The calendar week shall consist of five (5) consecutive eight (8) hour workdays, Monday through Friday, inclusive of meal periods. Break periods may be scheduled at management's discretion but shall not exceed two (2) fifteen (15) minute breaks per eight (8) hour shift.

Section 3. When an employee is in an active pay status for more than forty (40) hours in any work week, the employee shall be compensated for such time over forty (40) hours at one and one-half (1½) times his or her standard hourly rate of pay or in compensatory time at one and one-half (1½) hours. For the purpose of this Article, authorized vacation time, sick leave and any other paid authorized leave time shall not be considered active pay status. Premium may be paid only once for any hours worked (no pyramiding).

Section 4. All overtime shall be paid in either compensatory time or cash at the Bargaining Unit Member's option. Payment in compensatory time shall only be available after one (1) hour of overtime. Compensatory time can only be banked up to eighty (80) hours. Compensatory time shall be available for bargaining unit

members in one (1) hour blocks and may be taken with prior notice and with permission of the Chief Building Official.

Section 5. Work assignments are divided on a daily basis between the classifications including the potential to work overtime. Should overtime become available during the course of a work assignment, it is the responsibility of the individual currently assigned to the specific work assignment to complete that overtime work. Should either the Employer or the Union determine that this procedure needs to be modified, it will be referred to the next Labor Management meeting for discussion and resolution.

Section 6. An employee who reports to work and has not been advised not to report due to inclement weather, equipment breakdown, or other reasons not in the control of the Employer, shall be guaranteed two (2) hours pay. An employee who begins work and is furloughed for the remainder of the work day shall be paid for all hours worked or for four (4) hours, whichever is greater. This provision of this section shall not be arbitrarily and/or unreasonably applied by the Employer.

ARTICLE 17 - JOB DESCRIPTION

Section 1. Employer shall maintain accurate position descriptions for each classification in the bargaining unit. Employees and the Union shall have access to such description at reasonable times mutually agreed to by the Employer and Union for the purpose of review. If a copy is requested, one (1) copy shall be provided at no charge.

Section 2. Should any employee or the Union believe that the position description for his classification does not accurately reflect the duties of the classification, the employee or Union may request a review by the Employer. Such review shall be limited to once per year per employee.

Section 3. All affected employees and the Union shall receive a copy of any position description which alters the duties of employees in the bargaining unit, or establishes new positions within the bargaining unit not recognized under Article 2 herein.

Section 4. The Employer shall establish a wage base and position description for any new classification in the bargaining unit based upon an appropriate differential from existing positions. Should the Union disagree with the wage rate established, the Employer and Union shall discuss the establishment thereof.

ARTICLE 18 - SICK LEAVE/PERSONAL LEAVE

Section 1. Crediting of Sick Leave.

Sick leave credit shall be earned at the rate of 4.6 hours per eighty (80) hours of active pay status. Employees working overtime shall not accrue additional paid sick leave credit. Sick leave shall accumulate without limitation.

Section 2. Charging of Sick Leave.

Sick leave shall be charged in minimum units of one-fourth (1/4) hour. An employee shall be charged for sick leave only for days that he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 3. Uses of Sick Leave.

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

- A. Illness, injury or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner.
- D. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Immediate family shall be defined as mother, father, brother, sister, child, spouse, grandparents, grandchild, (including biological, step and adoptive relationships) brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in place of a parent (loco parentis).

Section 4. Evidence Required for Sick Leave Usage.

The Employer may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 5. Notification by Employee.

When an employee is unable to work, he/she shall notify the supervisor or other designated persons, fifteen (15) minutes before 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 the supervisor.

Section 6. Abuse of Sick Leave.

Accrual of paid sick leave is intended to build a “bank” of paid time off in the event of short-term disability. A pattern of using paid sick leave as it accrues or consistently maintaining a “bank” of paid sick leave of a nominal amount is rebuttably presumed to be abuse of paid sick leave. Other examples of a pattern of sick leave abuse shall be considered to exist in the event of multiple uses of sick leave occurring in conjunction with days off such as Mondays, Fridays, and/or following paydays or any other discernible pattern. Excessive use of sick leave without a physician’s statement is also rebuttably presumed to be abusive.

A “rebuttable presumption” means beginning with a conclusion and altering it, as warranted, based upon mitigating factors and available evidence.

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 discharge and refund of salary or wage paid. This policy is not intended to be applied without regard to individual circumstances.

Section 7. 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 or may use vacation in accordance with the appropriate section of this Agreement.

Section 8. 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 under his care. Such physician statement shall be required for an absence of four (4) or more consecutive work days due to illness or injury. 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. **THE PHYSICIAN’S STATEMENT MUST BE PRESENTED UPON THE EMPLOYEE’S RETURN TO WORK, AND IN NO CASE LATER THAN THE THIRD DAY AFTER THE EMPLOYEE’S RETURN TO WORK.**

Section 9. Employees with at least ten (10) years service with the County, State, or any of its political subdivisions who retire under the Public Employees Retirement System or otherwise terminate employment shall be paid one-quarter (1/4) of the value of their accrued but unused sick leave credit to an amount not to exceed 240 hours of

pay. Payment shall be made at the employee's base rate of pay as of the effective date of retirement, and eliminates all sick leave credit accrued by the employee. Such a payment shall be made only once to an employee. Employees with at least ten (10) years with the County, State, or any of its political subdivisions who die shall be eligible and be paid for one quarter (1/4) of such accrued sick leave, with payment to be made to his/her estate.

Section 10. During the period January 1 through December 31 of each year, an employee who uses up to eight (8) hours of sick leave shall be credited with three (3) days personal leave with pay to be used in the next calendar year. Employees who use greater than eight (8) and up to twenty four (24) hours of sick leave shall be credited with two (2) personal days. Employees who use greater than twenty four (24) and up to forty (40) hours of sick leave shall be credited with one (1) personal day. Employees who use more than five (5) sick days in the year shall receive no personal days.

To be eligible for personal days, employees may have no unexcused absences in the year, in addition to the use of sick days noted above.

For the purpose of this section, vacation, personal leave, workers compensation leave of seven (7) or less days supported by medical documentation and funeral leave shall be credited as time worked.

Personal leave days must be taken, with advance approval of the supervisor, in the year succeeding the year earned. There shall be no monetary reimbursement payable to the employee in lieu of time off.

ARTICLE 19 - VACATION

Section 1. Full-time employees shall earn and become entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave which an employee earns during a calendar year is based upon the employee's length of service on the anniversary date of his/her employment, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
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

Part-time employees shall earn vacation with pay after one (1) year of continuous service with the Employer on a pro rata basis, depending on the average scheduled work hours per week the year before the vacation can be taken.

Section 2. On or before January 31 of each year, each employee entitled or expected to become entitled to take vacation time off during the following year must specify

in writing the vacation period or periods he desires. An employee, who fails to specify vacation period desired on or before January 31, must request vacation period(s) prior to the requested period and shall be scheduled on a first come first serve basis without preference on account of seniority. Vacations shall be taken in minimum increments of one (1) day. Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice) but the final decision to allot vacation periods and to change such allotments is exclusively reserved to the Employer in order to assure the orderly operation of the Department. Adjustments to the schedule will be based upon seniority and in accordance with the work load requirements as determine by the Employer, and such schedules shall not be arbitrarily adjusted to deny employees vacations or to cancel vacations.

Section 3. An employee wishing to change his/her scheduled vacation shall give the Employer advance notice. All changes in the schedule shall be made on a first come, first serve basis for those unscheduled and available weeks remaining.

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

Section 4. 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 5. Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The employee will be permitted to carry over vacation from year to year. An employee shall not be permitted to accumulate more than three years accrual.

An employee loses his or her right to take or to be paid for any vacation leave to his or her credit which is in excess of his or her accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 6. Days specified, as holidays in this Agreement shall not be charged to an employee's vacation leave. However, vacation will not be earned for the time any employee spends in non-active pay status. For purposes of this Article, non-active pay status shall be defined as any time for which an employee does not receive pay. Any employee on disability separation shall not earn vacation.

Section 7. An employee is entitled to be paid for any unused portion of his calendar year vacation entitlement at the time of separation.

Section 8. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

Section 9. In order for employees to receive vacation pay, the employee must work the scheduled day preceding his scheduled vacation and the scheduled day succeeding

the vacation, except if excused due to funeral leave or sick leave with doctor's verification.

ARTICLE 20 - HOLIDAYS

Section 1. All full time employees covered under this Agreement shall be entitled to the following paid holidays:

New Year's Day	1st of January
Martin Luther King Day	3rd Monday in January
Presidents 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 of November
Thanksgiving	4th Thursday in November
Day after Thanksgiving	As stated
Christmas Day	25th of December

Part-time employees shall be entitled to a paid holiday on a pro rata basis if the holiday is a scheduled work day.

Section 2. 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.

Section 3. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above, when no work is performed on such holiday.

Section 4. Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one and one-half the straight time rate, in addition to holiday pay.

Section 5. For employees covered by this Agreement to receive holiday pay for those days listed in Section 1, the employee must work his/her scheduled day preceding the holiday and his scheduled day succeeding the holidays, except if excused due to funeral leave, sick leave, with doctor's verification, vacation and/or where any employee is excused for work by the Employer for any other reason, uniformly and reasonably applied.

ARTICLE 21 - JURY DUTY/COURT LEAVE

Section 1. The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction or as subpoenaed to testify before a court of competent jurisdiction or before an administrative agency of the Federal, State or City government for matters pertaining to or witness to, during the course of their employment. The employee shall provide the Employer with a copy of the Jury Duty Summons or subpoena when requesting such leave. All leaves granted by the Employer under the provisions of this Article will commence on the date of appearance noted on the summons. All employees granted such leave will notify the Employer immediately upon completion of the jury duty or subpoena obligation.

Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

Section 2. On days when an employee is released early from his jury duty or subpoena obligation, he shall report to work in order to complete his regularly assigned shift, if the court is located in the City of Canton. If the Court is outside the City of Canton, such employee shall report for duty if a minimum of one (1) hour of work remains.

Section 3. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE 22 - MILITARY LEAVE

All employees shall be granted a leave of absence for military duty in accordance with federal and state law.

ARTICLE 23 - LEAVES OF ABSENCE

Section 1. 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, except as otherwise stated in Section D(1):

- A. birth or adoption of a child, or placement of a foster child;
- B. to care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or

- C. a serious personal health condition as defined by the Family Medical Leave Act that makes the employee unable to perform his or her job.
- D. For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered service member on covered active duty.

Any employee that is the spouse, son, daughter, parent, or next of kin of a service member taking leave, whether paid or unpaid, to care for a covered service member with a serious injury or illness shall be entitled to twenty six (26) work weeks of leave during a twelve month period.

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 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, or twenty six (26) 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 eight (8) 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 Board of Commissioners, they may be jointly entitled only to a total, combined twelve (12)-week, or twenty six (26) week period for family medical leave, excluding their own serious health condition.

Section 2. Leave of Absence.

The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months. Leave may be granted for a maximum period of two years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge.

Section 3. Failure to Return From Leave of Absence.

An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his representative, may be terminated from employment.

ARTICLE 24 - WAGE RATES

Section 1. Wages.

An employee's base rate shall be in accordance with the schedule set forth below:

<u>Classification</u>	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>
Electrical Inspector	\$22.72	\$23.14	\$23.56
Bldg/Heating Inspector	\$22.72	\$23.14	\$23.56
Plans Examiner	\$33.76	\$34.18	\$34.60
Building Clerk 2	\$16.10	\$16.52	\$16.94
Building Clerk 1			
Step 5	\$12.64	\$13.06	\$13.48
Step 4	\$12.06	\$12.48	\$12.90
Step 3	\$11.88	\$12/30	\$12.72
Step 2	\$11.72	\$12.14	\$12.56
Step 1	\$11.55	\$11.97	\$12.39

On the first day of each year, employees in the classification of Building Clerk 1 shall advance a step within their pay range. Said employee shall continue to so advance each year until he/she has reached the maximum rate for this classification.

Section 2. Probationary Rate.

All new hires will be paid at a rate of ninety percent (90%) of the normal rate for the classification and until the new hire completes the probationary period. Upon completion of the probationary period, the employee will be paid for the appropriate classification as listed above in Section 1. All promotional probationary rates will be ninety percent (90%) or otherwise comply with language of Article 14, Section 8.

Section 3. Longevity.

Employees who have completed four (4) but less than fifteen (15) years of service by December 31st of the appropriate year, shall earn longevity pay of two percent (2%) of the employee's gross base pay. Employees, who have completed fifteen (15) but less than twenty (20) years of service by December 31st of the appropriate year, shall earn longevity pay of three percent (3%) of the employee's gross base pay. Employees, who have completed twenty (20) or more years of service by December 31st of the appropriate year, shall earn longevity pay of four percent (4%) of the employees' gross base pay. Such payment shall be included in the first payroll of the year processed after determination of gross base for the year in which the longevity is earned. Longevity payments will be made by separate checks.

In the event the employee retires or resigns prior to December 31st, he/she shall receive an appropriate portion of such longevity pay. There shall be no proportion or pro rata payment of longevity pay in the event of loss of seniority for any reason other than retirement or resignation.

Section 4. Effective January 1, 2014, Employees are authorized a uniform allowance for the purchase and maintenance of uniform shirts in the sum of Seventy Five Dollars (\$75.00) per year of this Agreement.

ARTICLE 25 - PERS CONTRIBUTION

Section 1. During the length of duration of this Agreement, the Employer will continue to make the required Employer contributions to PERS, as established by PERS. In addition, for those employees hired prior to March 1, 2006, the County will also contribute 4.25% of the employee's gross wages to PERS as part of the employee's contribution to PERS. Employees hired or transferred into the Building Department after March 1, 2006 shall be solely responsible for payment of the employee's contribution of PERS. The balance of 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 sixty (60) days after the ratification of the Agreement 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 26 - HOSPITALIZATION/MAJOR MEDICAL/LIFE, INSURANCE

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

Effective January 1, 2013, employees covered by the group health insurance plan shall pay eight percent (8%) of the premium costs in twenty four (24) increments per year deducted twice per month.

Effective January 1, 2014, employees covered by the group health insurance plan shall pay ten percent (10%) of the premium costs in twenty four (24) increments per year deducted twice per month.

Effective January 1, 2015, employees covered by the group health insurance plan shall pay eleven percent (11%) of the premium costs in twenty four (24) increments per year deducted twice per month.

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.

Section 2. All employees of the Employer will be covered by a life insurance policy as provided by the Board of County Commissioners. The deduction shall be made from each covered employee's paycheck once each month for the cost of life insurance.

ARTICLE 27 - LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of effective communications between Labor and Management, there shall be a meeting scheduled twice per year, on a mutually scheduled day and time. The Employer shall meet with not more than three (3) Union Representatives to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. Upon agreement of the date and time of the labor/management meeting, an agenda will be furnished at least five (5) working days in advance of scheduled meeting. The agenda shall include a list of matters to be taken-up in the meeting and the names of the Union Representatives who will be attending. The purpose of the meeting shall be to:

- A. discuss the administration of this Agreement;
- B. notify the Union of changes made by the Employer which affect bargaining unit employees;

- C. discuss grievances which have not been processed beyond the final step or the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information or interest to the parties; and
- E. consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened without unreasonable delays.

ARTICLE 28 - SAVINGS/SEVERABILITY/EXTRA CONTRACT AGREEMENTS

Section 1. Savings/Severability:

If any article or section of this Agreement or amendments or supplements thereto shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, amendments or supplements thereto shall not be affected and shall remain in full force and effect.

Section 2. It is agreed that any or all oral or written agreements which add to or amend or delete the provisions of this Agreement shall be negotiated by the Employer and the Union. Any oral or written agreements that do not meet the above criteria are null and void.

ARTICLE 29 - WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Stark County Commissioners, the Stark County Sheriff, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended.

- A. Time limits for Management or the Union's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure or this Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 30 - PAY PERIOD/PAY DAYS

Section 1. The pay period shall begin at 12:01 a.m. on Thursday and end at 12:00 midnight Wednesday two (2) weeks following.

Pay days for bargaining unit employees shall be every other Wednesday. When a holiday observed under this Agreement falls on a Wednesday, paychecks shall be issued on the preceding Tuesday, or other day established by the County Auditor.

ARTICLE 31 - FUNERAL LEAVE

Section 1. In the event of a death of an employee's spouse child, step child, adopted child, mother, father, grandchild, sister or brother, the employee shall receive up to three (3) consecutive work days with pay to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. In addition, an employee may take two (2) additional sick days with which to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. For the death of a grandparent, step grandchild, mother-in-law, father-in-law, sister-in-law (wife of a brother or spouse's sister), brother-in-law (husband of a sister or spouse's brother), daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent, the employee shall be granted reasonably necessary sick leave, not to exceed five (5) consecutive work days, to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral.

ARTICLE 32 - 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

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 non-bargaining 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 Department Head provided that he was not involved in the accident. If the Department Head 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 Department Head 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.

104 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 County Administrator'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.

105 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 Morphine	2000 ng/ml	2000 ng/ml
PCP (Phencyclidine)	25 ng/ml PCP	25 ng/ml G-MS
MDMA/MDA/ MDEA	500 ng/ml	250 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
Alcohol	.04 Breath .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.

106 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.

107 Voluntary Assistance

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

108 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.

109 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:

110 Substance Abuse Professional (SAP)

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

111 Breath Alcohol Technician (BAT)

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

112 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.

113 Collection Agency

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

114 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 - BINDING EFFECT

Section 1. This Agreement shall be binding on any and all successors and assigns of the Employer, whether by transfer, merger, subcontract, acquisition, consolidation, reorganization or otherwise. The Employer shall make it a condition of the transfer, merger, subcontract, acquisition, consolidation, or reorganization that the successor shall be bound by the terms of this Agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

ARTICLE 34 - PERSONAL DAYS

Section 1. Each full time employee shall receive one (1) personal day per year with compensation. Personal days shall be scheduled in accordance with the workload requirements of the Employer and the Employer reserves the right to deny

personal day requests if workload requirements so mandate. Personal days shall be taken in full eight (8) hour days and must be scheduled in advance. Personal leave days must be taken in the year it is earned. There shall be no carry over of personal time or monetary reimbursement payable to the employee in lieu of time off.

ARTICLE 35 - AFSCME (PEOPLE) DEDUCTIONS

If the County Auditor determines that it is feasible to add new payroll deductions to employees' checks, the parties agree to meet and discuss with the County Auditor about implementing the following deduction for bargaining unit employees:

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card, no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE 36 - TEMPORARY WORK OUT OF CLASSIFICATION

Employees in the Clerk 1 classification who are temporarily assigned to duties of the Clerk 2 classification for a continuous period of one (1) week shall be eligible for a working level pay adjustment. Such adjustment shall increase the employee's base rate of pay to the base rate of the higher classification. This pay adjustment shall in no way affect any other pay supplement which shall be calculated using the employee's normal classification salary base. If the assignment includes a holiday, the Employee shall also receive the higher rate of pay for the holiday.

ARTICLE 37 - DURATION OF AGREEMENT

Section 1.

- A. This agreement shall be in effect as of January 1, 2013, and shall remain in full force and effect through December 31, 2015, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

Entered into and signed this 1ST day of May 2013:

**FOR THE STARK COUNTY
BUILDING DEPARTMENT**

**FOR AFSCME, Ohio Council 8
& Local 959, (AFL-CIO)**

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

APPENDIX A – GRIEVANCE FORM

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature Of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.