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A COLLECTIVE BARGAINING AGREEMENT

between

THE PORTAGE COUNTY COMMISSIONERS
Portage County Dog Warden

and

TEAMSTERS LOCAL UNION #436

EFFECTIVE: January 1, 2015
EXPIRES: December 31, 2017

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ARTICLE 1

PREAMBLE

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

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

MANAGEMENT RIGHTS

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

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

ARTICLE 4

RECOGNITION

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part time employees employed in the Portage County Dog Warden Department occupying the following positions: Deputy Warden or Facility Keeper. All casual, seasonal, temporary, probationary and all other employees of the Employer are excluded from the bargaining unit.

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

ARTICLE 5

NON-DISCRIMINATION

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

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

ARTICLE 6

DUES DEDUCTIONS

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

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

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

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

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

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

6.06 Any employee who is not a member of the Union and who does not make application for membership within sixty-one (61) days following ratification of this Agreement, or following their date of hire, shall, as a condition of employment, pay to the Union, through payroll deduction, a fair share fee.

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

ARTICLE 7

NO-STRIKE/NO-LOCKOUT

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

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

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

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

7.05 The Employer shall not lock out any employee for the duration of this contract.

ARTICLE 8

UNION REPRESENTATION

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

8.02 The Employer shall recognize one steward and one alternate in each facility to act as Union Steward for the purpose of processing grievances in accordance with the Grievance Procedure. Stewards shall be recognized as representatives as provided herein only for the facility in which they are employed.

8.03 The Union shall provide to the Employer an official roster of local Union stewards which is to be kept current at all times.

8.04 No employee shall be recognized by the Employer as a Union Steward until the Union has presented the Employer with written certification of that person's selection.

ARTICLE 9

BULLETIN BOARDS

9.01 The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union.

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

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

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

ARTICLE 10

LABOR/MANAGEMENT MEETINGS

10.01 In the interest of sound labor/management relations on a mutually agreeable day and time at the request of either party, but not more frequently than monthly, the Employer and/or his designees shall meet with not more than three (3) representatives of the Union, to discuss those matters addressed in Section .02. Additional representatives may attend by mutual agreement.

10.02 An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members;
- C. Discuss the grievances which have not been processed beyond step 3 of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representatives and the Employer the opportunity to share the views of their members/employees on topics of interest to both parties; and
- G. To discuss health and safety matters relating to employees.

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

10.04 Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay.

ARTICLE 11

PERSONNEL FILE

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

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

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

ARTICLE 12 PROBATIONARY PERIOD

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

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

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

ARTICLE 13 SENIORITY

13.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer.

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

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid off for a period of time exceeding twenty-four months;
- d) He retires;
- e) He fails to report for work for more than two (2) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;

He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;

- f) He refuses to call or fails to report to work within ten (10) working days from the date the employee receives the recall notice.

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

ARTICLE 14

WORK PERIOD

14.01 The normal, but not guaranteed, work period will be forty hours in a work week. Hours of work will normally be Monday- Friday, consecutively scheduled between 8:00a.m.- 6:30p.m., and/or work hours on Saturday and Sunday as determined by the Employer.

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

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

14.04 When an employee will be absent, the employee shall call off no later than 112 hour prior to the start of their shift, but in no case shall the employee call in later than the start of his shift.

ARTICLE 15

OVERTIME

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

15.02 When an employee is-required by the Employer to work more than forty (40) hours in a week or eight (8) hours in a day, as defined in this Agreement, he shall be paid compensatory time for such time worked at one and one-half(1-1/2) times his regular hourly rate of pay, or at the discretion of the Employer, call on the same basis. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

15.03 Accrued compensatory time shall be taken as time off within six (6) months of the date earned, subject to scheduling considerations and approval of the Employer.

15.04 Kennel work will be rotated equally among all deputy dog wardens.

15.05 The Employer may require two (2) weeks notice on all camp time. The Employer has the right to disapprove the use of comp time use that results in more comp time for someone else.

15.06 All requests for the utilization of compensatory time shall be made in writing no less than two weeks prior to the requested date of usage. The employer maintains the right to disapprove the use of compensatory time if such usage would result in the additional increase of either compensatory time or overtime in order to provide proper coverage for the requested date of usage.

ARTICLE 16

ROTATION OF OVERTIME

16.01 The Employer will rotate bargaining unit overtime opportunities by seniority among qualified full-time bargaining unit employees who normally perform the work that is being assigned for overtime.

16.02 The Employer shall be the sole judge of the necessity of overtime within the bargaining unit.

16.03 When all methods of filling overtime needs of the department pursuant to this Article have been exhausted by the Employer, and additional overtime workers are still needed, then the employees shall be assigned to work such overtime beginning with the least senior person within the department who possesses the capabilities and qualifications necessary to perform the required overtime duties, as determined at the discretion of the Employer and progressing to the most senior such employee.

16.04 An overtime roster containing a record of each employee and the number and date of overtime hours worked, shall be maintained by all supervisors at a central department location. This roster will be updated daily and a copy of it will be posted in a conspicuous manner in a central department location. The original roster will be kept in a secure location for review when necessary.

16.05 For purposes of this roster, employees will be credited with the actual number of overtime hours worked. An employee who is offered but refuses or is unavailable for overtime will be credited on the roster with the number of overtime hours refused. Employees on sick leave, vacation or personal leave will be considered to be unavailable, but their unavailability will not be credited against them on the roster.

ARTICLE 17

HOLIDAYS

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

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

17.02 In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday; in the event of any of the

aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday, where appropriate.

17.03 Employees scheduled to work on the aforementioned holidays shall receive one and one-half (1-1/2) times their regularly hourly rate, in addition to their regular pay.

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

17.05 In order to be eligible for the above-paid holidays, the employee must report to work and actually work his last scheduled work day before the holiday, the first scheduled work day after the holiday, and the holiday, if the employee is scheduled to work such holiday, unless specifically excused from work by the Employer.

17.06 Employees scheduled off on a designated holiday shall receive eight (8) hours holiday pay, or an additional day off.

ARTICLE 18 VACATIONS

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

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

18.02 Earned vacation shall accrue on an hourly basis based on the employee's anniversary date in accordance with the above schedule, providing the employee is employed by the Employer at that time. Vacation may be taken in not less than four (4) hour increments.

18.03 Employees shall select vacation time off, by seniority, not later than March 31st of each year. In the event an employee has not selected vacation pursuant to this Article, his vacation time off shall be subject to the approval of the Employer, and on a first come first served basis. Such requests shall not be unreasonably denied.

18.04 Prior service with any political subdivision of the state, excluding Portage County, shall not be used in determining service credit for purposes of vacation accumulation, for all employees hired subsequent to September 1, 1990.

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

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

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

ARTICLE 19 SICK LEAVE

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

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

19.03 An employee who is to be absent on sick leave shall make a reasonable attempt to notify the Employer of such absence and the reason therefore not less than one-half (1/2) hour before the start of his work shift each day he is to be absent, but in no case shall the employee call in later than the start of his shift.

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

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

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

19.07 Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

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

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

use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, parent in law and grandparents, and such time will not exceed five (5) working days.

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

19.11 Employees who have one hundred and four (104) or more hours of accumulated sick leave may request up to three (3) personal days off per calendar year. Personal days may be granted at the discretion of the employer and, if granted, shall be deducted from an employee's accumulated sick leave.

ARTICLE 20 FUNERAL LEAVE

20.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family, one of which must be the days of the funeral.

ARTICLE 21 INJURY LEAVE

21.01 The intent and purpose of the injury leave policy herein is for the County to assist employees with work-related injuries in obtaining the necessary maintenance and care during the short period of time following the work-related injury. All members shall be entitled to paid injury leave, not to exceed ninety (90) calendar days with salary continuation benefits at 100%. There will be a five (5) working day waiting period before this provision applies, in which the employee may use sick leave. The employee must submit a Salary Continuation Agreement (BWC-55 form), to the Board of Commissioners' Safety and Loss Control Manager. [Appendix E] Nothing in this contract provision shall be construed to impair, prohibit or discourage the right of the employee to file a Workers' Compensation claim under the laws of Ohio. If the employee received Workers' Compensation Benefits during the period of injury, the benefits shall be paid to the Employer and any sick days used during the waiting period shall be returned to the employee to the percentage that Workers' Compensation reimbursed the Employer.

21.02 If at the end of this ninety (90) calendar day period, the employee is still disabled, the leave shall be extended for an additional ninety (90) calendar day period, or parts thereof, as may be required by the disability.

21.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving

any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related.

21.04 In the event a workers' compensation claim is denied, any paid leave granted under this Article as a result of that claim shall be reimbursed to the County by deductions from the employee's future accrued sick leave.

ARTICLE 22 UNPAID LEAVE OF ABSENCE

22.01 An employee who has completed his probationary period may be granted a leave of absence without pay because of injury, illness, education purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the sole discretion of the Employer with due consideration given the reasons and evidence presented by the employee to the Employer.

22.02 All leaves of absence (any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within two (2) weeks from the date the application was made of the approval or disapproval of the leave. With the exception of seniority, an employee who is granted such a leave shall not accrue any benefits during his absence.

22.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave cancelled immediately and be subject to disciplinary action. This provision shall not apply to employees on leaves of absence for Union business who are employed by the Union or to employees on educational leaves who are employed by the school they are attending as part of their education.

22.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work, as determined solely by the Employer.

22.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

22.06 The Employer agrees to abide by all applicable Federal and State laws regarding the re-employment rights of employees in the bargaining unit who enter military service.

22.07 An employee who fails to return to duty upon expiration of a leave of absence without pay shall be considered absent without leave and subject to disciplinary action. An employee who fails to return to duty within three (3) days of completion of a leave of absence, without notification to the Employer, will be considered to have abandoned his position and may be discharged for neglect of duty.

22.08 It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic courts, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences are considered leave without pay, unless an employee uses his earned vacation time for this type of absence. Notice of such leave shall be given by the employee in accordance with Section 1 of this Article.

ARTICLE 23 FAMILY AND MEDICAL LEAVE

23.01 An eligible employee shall be granted up to twelve (12) weeks of leave during any 12 month period under the provisions of the Family Medical Leave Act of 1993 (FMLA) and up to twenty six weeks of leave in any twelve month period in compliance with the expansion of FMLA under the Support of Injured Service member Act of 2007, as provided in the Portage County Commissioners' Personnel Policy Manual.

ARTICLE 24 INSURANCE

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

24.02 The Employer will continue to provide medical insurance coverage upon the same terms as provided in Section 24.01 for a period not to exceed twelve (12) weeks for an employee on a bona fide work-related workers' compensation illness or injury.

ARTICLE 25 WAGES

25.01 Effective the first full pay period in January 2015, employees shall receive wages according to the following schedule:

UNION BASE CONTRACT AS OF 2015			
YEAR	DW/FK III	DW/FK II	DW/FK I
2015	\$12.07	\$13.38	\$14.57
2016	\$12.25	\$13.58	\$14.79
2017	\$12.43	\$13.78	\$15.01

Deputy Warden III/Facility Keeper III – 1st year
 Deputy Warden II/Facility Keeper II - 2nd & 3rd years.
 Deputy Warden I/Facility Keeper I - 4th & succeeding years of employment.

25.02 Any employee certified in euthanasia by the appropriate agency shall receive certification pay added to their base wages as set forth in Section 25.01 of the Agreement in the following amounts:

Effective first pay in January 2005 - \$0.65 per hour

Note: The above certification pay stipends are non-cumulative.

25.03 A \$500.00 per year stipend shall be paid for maintaining, and/or responding to requests for, public records. In the event two or more employees maintain, and/or respond to requests for, any public records, then the sum of the respective payments to any such employees shall not exceed \$500.00 per year. The Dog Warden is to be afforded reasonable discretion in deciding to allocate, or not to allocate, this stipend between or among the employees. Note: This stipend is non-cumulative and shall be paid the first full pay period in December.

25.04 A \$1,000.00 stipend shall be paid for performing, and/or responding to requests for, pet fix services. In the event two or more employees perform, and/or respond to requests for, any pet fix services, then the sum of the respective payments to any such employees shall not exceed \$1,000.00 per year. The Dog Warden is to be afforded reasonable discretion in deciding to allocate, or not to allocate, this stipend between or among the employees. Note: This stipend is non-cumulative and shall be paid the first full pay period in December.

25.05 Dog license bonuses. The parties agree that having dogs licensed is a benefit to the County's residents and dogs. Therefore, the parties agree to the following pilot program in an attempt to maximize the number of dog licenses issued/sold in the County each year. The County issues approximately 30,000 dog licenses per year. In the event the number of dog licenses issued/sold per year increases, then each employee shall receive an annual bonus according to the following:

Total Annual Sales	Bonus
31,501 to 32,000	\$250.00
32,001 to 32,500	\$300.00
32,501 to 33,000	\$350.00
33,001 to 33,500	\$400.00
33,501 to 34,000	\$450.00
34,001 to 34,500	\$500.00
34,501 to 35,000	\$550.00
35,001 to 35,500	\$600.00
35,501 or more	\$650.00

Note: This bonus is non-cumulative and shall not exceed \$650.00.

Note: The term "pilot program" as used in this section means that the Employer's obligation to pay the above bonuses is for calendar year 2015 only unless the parties mutually agree otherwise in writing.

Bonus payments shall be paid in the first full pay period in December.

ARTICLE 26 UNIFORMS

26.01 The Employer shall provide, to all employees required to wear such, uniforms to the same extent as at the time of the execution of this agreement.

ARTICLE 27 MISCELLANEOUS

27.01 Employees required to be accessible by the 'duty pager" shall be provided a vehicle to travel from home to work in the event they are called in.

ARTICLE 28 CALL IN PAY

2.8.01 Any employee called into work during their off-duty hours, shall be guaranteed a minimum of three (3) hours of pay, or work at the overtime rate, so long as such time does not about or overlap the employee's regularly scheduled shift. This provision shall not result in the pyramiding of overtime.

ARTICLE 29 VACANCIES AND JOB POSTINGS

29.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

29.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Commissioners' office by the end of the posting period in order to be considered for the position. The written application form is attached hereto as Appendix A 29.03 If more than one qualified employee applies for a vacancy, the vacancy shall be awarded to the most senior employee with the qualifications, skill, experience and ability to perform the work in question as determined by the Employer.

29.04 The effective date of the filling of the vacancy shall be as soon as possible, but no later than sixty (60) days after the selection has been made, the Employer will notify all applicants and the Union President, or his designee of the selection.

29.05 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. At the conclusion

of this ninety (90) day period, the vacancy must be filled in accordance with .04, above, or the position abolished.

29.06 An employee who is awarded a new job title shall be required to satisfactorily complete a one hundred twenty (120) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employee on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employer's sole discretion, that the employee cannot satisfactorily perform the new job, he will be returned to his previously held position at this prior rate of pay and with no loss of seniority.

29.07 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

29.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

ARTICLE 30

LAYOFF AND RECALL

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

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

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

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

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

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

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

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

ARTICLE 31 HEALTH AND SAFETY

31.01 An employee that becomes aware of a seriously dangerous working condition shall immediately report to the Employer the existence of such condition, to be followed in writing. The Employer shall timely investigate the reported condition and shall remedy the dangerous condition and advise the employee it is safe to work. A written report shall be made of each incident.

31.02 Any employee operating equipment that the employee believes to have a seriously dangerous defect shall report such defect to the Employer, in writing. Upon receipt of such notice of defect, the Employer shall have the equipment inspected by a mechanic, and either repair the equipment or remove it from service, as the Employer deems appropriate.

31.03 First aid kits shall be available as may be appropriate.

31.04 Reasonable protective devices and other equipment necessary to protect employees from accidents and health hazards shall be provided by the County.

31.05 In the event of any dispute under this Article, such dispute shall be immediately subject to resolution pursuant to step 2 of the grievance procedure.

ARTICLE 32 CONTRACTING OUT/SUBCONTRACTING

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

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

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

ARTICLE 33 TRAINING

33.01 Any employee who desires to attend job related training courses or schools, may so notify the Employer, not less than two (2) weeks prior to the commencement of the course or school. If the subject matter is able to be utilized on the job, such request shall not be unreasonably denied.

33.02 Attendance at such course or school shall be at the discretion of the Employer, who shall pay in advance the registration fee.

33.03 The employer agrees to reimburse employees for approved expenses incurred pursuant to paragraph .01, above, only if the employee meets or exceeds the following criteria:

- a) The employee successfully completes the course or school attended by obtaining a passing grade at 70% or better, and obtains the licenses or certificate for which the school or course was given.

33.04 Employees attending approved courses or schools during their regular working hours shall not suffer any loss in regular hourly wages.

ARTICLE 34 OUT OF CLASSIFICATION WORK

34.01 Any employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

34.02 An employee who is temporarily assigned to work in a job classification having a rate of pay higher than such employee's regular job classification, shall receive the higher rate, to the extent that he works more than forty (40) hours in such higher classification.

ARTICLE 35 DISCIPLINE

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

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

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

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

35.05 Records of disciplinary action, may, upon written request of the employee and subject to the following criteria, be removed, from the personnel file:

- a) There has been no occurrence of a similar type incident within the one (1) year period for those infractions which resulted in an oral or written reprimand.
- b) There has been no occurrence of a similar type incident within the two (2) year period for those infractions which resulted in a suspension of three(3) workdays or less.
- c) There has been no occurrence of a similar type of incident within a three (3) year period for those infractions which resulted in a suspension of four (4) to nineteen (19) workdays.
- d) There has been no occurrence of a similar type of incident within a four (4) year period for those infractions which resulted in a suspension of twenty (20) workdays or more.

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

ARTICLE 36 DISCIPLINARY PROCEDURE

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

36.02 All employees shall have the following rights:

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

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

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

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

36.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. The penalty is imposed concurrent with the Step 2 grievance hearing conducted by the Human Resources Department, or
4. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

36.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

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

36.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the arbitrator renders a determination.

36.09 The following administrative procedures shall apply to disciplinary actions:

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

- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority or designee, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within five (5) working days from receipt of the Notice of Discipline.

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

36.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all proposed settlements.

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

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

ARTICLE 37

GRIEVANCE PROCEDURE

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

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

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

37.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, and on the form provided, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, associated with an employer-wide controversy or a Safety issue, it may be submitted at Step 2.
- d) The preparation of grievances shall be conducted during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance or his Steward to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Union or Employer in future proceedings.

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

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

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

Step 1:

An employee who believes he may have a grievance which has not been resolved through informal discussion with the supervisor shall present the grievance in writing to his Department Head within five (5) days of the occurrence of the facts giving rise to the grievance. The Department Head will investigate the matter and provide a written response to the grievance, within five (5) days of the presentation of the grievance by the employee.

Step 2:

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

ARTICLE 38

ARBITRATION PROCEDURE

38.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within fourteen (14) calendar days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within this fourteen (14) calendar day period, the parties will meet to select an arbitrator from a list provided by the Federal Mediation and Conciliation Service.

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

38.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

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

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

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

ARTICLE 39 SEVERABILITY

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

ARTICLE 40 TOTAL AGREEMENT

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

ARTICLE 41 OBLIGATION TO NEGOTIATE

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

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

ARTICLE 42 GENDER AND PLURAL

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

ARTICLE 43 HEADINGS

43.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation.

ARTICLE 44 LEGISLATIVE APPROVAL

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

ARTICLE 45 DURATION

45.01 This Agreement shall become effective on January 1, 2015 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2017.

ARTICLE 46 EXECUTION

46.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 5th day of May, 2015.

FOR THE UNION:
Teamsters Local Union #436

FOR THE EMPLOYER:
Portage County Board of Commissioners
On behalf of the Portage County Dog Warden

Saymon Tubone
Christopher Vance

Priscilla Pedrick
Kathleen Chandler
Heidi A. Klein

APPENDIX A

PORTAGE COUNTY DOG WARDEN

APPLICATION FOR VACANCY

I wish to apply for the vacancy of:

My present classification is: _____.

Applicant's Signature

Date of Application

Received by: _____

Date Received: _____

APPENDIX B

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within ten (10) working days of receipt this form to discuss the matter. You may have Union representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and notified that he has a right to have a Union representative present, and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript, i.e. Union or Appointing Authority.

APPENDIX C

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) working days to the Department Head.

I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE _____

I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING
REASONS: _____

_____ (If
more space is needed, attach extra sheets of paper).

Signature

Date

Approved: _____

Appointing Authority Signature:

APPENDIX D

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

DEPARTMENT HEAD

APPENDIX E



Bureau of Workers' Compensation

Salary Continuation Agreement
This form can be obtained online at: www.ohiobw.com

Instructions

- This form is used to acknowledge an agreement to pay salary/wage continuation in lieu of temporary total or living maintenance compensation.
- Regular (full) salary/wages includes any benefits which the employee would normally be entitled to if the employee was working.
- This form must be signed by the employee and the employer.
- Fax or mail this completed agreement to your local BWC service office.

Employee name		Claim number
Employer name	Policy number	Employer telephone number

On the _____ day of _____, _____, the employer and the employee named above executed the following terms and conditions pertaining to the payment of salary continuation.

Employer name

The employer, since the inception of the employee's disability resulting from an accident/occupational disease suffered by the employee on ___/___/___, while in course of their employment, has been or is paying regular (full) salary/wages in lieu of temporary total or living maintenance compensation, to the employee during the period of disability as indicated below:

Continuation of regular (full) salary/wages and any benefits the injured worker would otherwise have been entitled to has been/will be paid. Salary continuation will be paid at the rate of \$ _____ per _____ (week, two weeks, etc.) for the period of time from ___/___/___ to ___/___/___ (a period of time not to exceed 45 days per C-55 submission).

Does the amount paid include salary/wages from other employment? Yes No

Should salary continuation payment continue a new C-55 must be submitted within 5 days of the end date of this agreement. The employer must notify BWC immediately if salary continuation will be discontinued and/or if the injured worker returns to work.

Employee signature	Date
Employer signature and title	Date