



LABOR AGREEMENT

10-MED-10-1597
12-MED-10-1274
1575-01
03/05/2013

between

THE COUNTY OF MEDINA, OHIO
(Job and Family Services)

and

TEAMSTERS UNION LOCAL 293

EFFECTIVE: January 1, 2013
EXPIRES: December 31, 2014

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Medina County Commissioners' Job and Family Services Department, hereinafter referred to as the "Employer," and Teamsters Union Local No. 293, 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: (a) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms, and conditions of their employment; (b) To promote fair and reasonable working conditions; c) To promote individual efficiency and service to the citizens of the County of Medina, Ohio; (d) To avoid interruption or interference with the efficient operation of the Employer's business; and (e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3

RECOGNITION

3.01 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 Ohio Public Employee Collective Bargaining Law, for all full-time and regular part-time employees employed in Medina County Job and Family Services, occupying the positions listed in Article 14.03 excluding all management-level employees, professional employees, confidential employees and all casual part-time, seasonal and temporary (not provisional) employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law. Listing the classifications above does not effect the Employer's right to add or reduce classifications, to make assignments between classifications, or to assign work to non-bargaining unit personnel.

3.02 In the event of a substantial change of duties of a position or if a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing, if the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within thirty (30) calendar days from the Union's notification to the Employer, if the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the provisions of Revised Code 4117 and attendant rules and regulations shall govern.

A "substantial change" of duties means the employee's core responsibilities have been changed by fifty percent (50%) or more.

3.03 The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all employees as hired.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 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: (a) hire, discharge, transfer, suspend, and discipline employees for just cause; (b) determine the number of persons required to be employed or laid off; (c) determine the qualifications of employees covered by this Agreement; (d) determine the starting and quitting time and the number of hours to be worked by its employees; (e) make any and all reasonable rules and regulations; (f) determine the work assignments of its employees; (g) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (h) determine the type of equipment used and the sequence of work processes; (i) determine the making of technological alterations by revising either process or equipment or both; (j) determine work standards and the quality and quantity of work to be produced; (k) select and locate buildings and other facilities; (l) establish, expand, transfer and/or consolidate work processes and facilities; (m) transfer or subcontract work; (n) 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 to the legal status, management, or responsibility of such property, facilities, processes of work; and (o) terminate or eliminate all or any part of its work or facilities.

4.02 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 work force 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.

ARTICLE 5

NO-STRIKE

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance, sympathize, or assist in any way, nor shall any employee instigate, sympathize, or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of mandatory or discretionary job assignments for the duration of this Agreement.

5.02 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, work stoppage, 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.

5.03 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

5.04 The Employer will not lock out any employees during the term of this Agreement.

ARTICLE 6 DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct initiation fees levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

6.02 The initiation fees or dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The initiation fee will be deducted at the end of the one hundred eighty (180) day probationary period, at twenty-five (\$25.00) dollars per month. Union dues will be deducted after the 61st day of employment. The Union shall, in the form of an invoice, submit to the Employer a certification of bargaining unit membership indicating total amount to be paid.

6.03 The Employer shall deduct dues or initiation fees from the second pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

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 thirty (30) days from the date of making said deductions.

6.05 Any employee who is not a member of the Union and who does not make application for membership within one (1) month following the effective date of this paragraph shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement, that fair share fee not exceeding the regular dues of the Union. The Union shall notify the Employer, in writing, within sixty (60) days of the employee's date of hire as to whether such employee is a dues paying member of the Union or a fair share fee payer. The Employer will notify the Union of the name of any new employee not more than thirty (30) days after hire.

6.06 Any future employee who does not make application for Union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Agreement, that fair share fee not exceeding the regular dues of the Union.

6.07 Fair share fee deductions shall be automatic and not require the written authorization of the employee.

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

ARTICLE 7 NON-DISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis or race, color, religion, national origin, age (over forty [40]), sex, or disability.

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

ARTICLE 8 PROBATIONARY PERIOD

8.01 All new employees will be required to serve a probationary period of one hundred eighty (180) calendar days. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s), and any such action shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review, or to any Civil Service Commission. The probationary period may be extended, by mutual agreement between the parties, not to exceed an additional thirty (30) calendar days. Upon completion of the probationary period, employees shall be considered certified.

8.02 All newly selected employees pursuant to Article 12 will be required to serve a promotional probationary period of one hundred twenty (120) calendar days. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous classification, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review, or to any Civil Service Commission. This probationary period shall commence at the time the employee is moved into the new classification.

8.03 A probationary employee under this article employed in a Range 24 or 25 capacity may apply for a vacancy in a higher level position, if qualified, and no other internally qualified candidate applies.

8.04 If any probationary employee is granted a leave of absence of ten (10) or more work days, the probationary period as set forth in this Article shall be extended in like term.

8.05 If any employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above.

ARTICLE 9 UNION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a representative at

meetings provided for by the Grievance Procedure or called by the Employer. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain prior approval from the Supervisor. The employee shall suffer no loss in pay for time spent at any meetings at which the Employer and/or employee requests a representative to be present. The Union shall notify the Employer of its designated representatives annually.

ARTICLE 10

LABOR/MANAGEMENT COMMITTEE

10.01 In the interest of sound labor/management relations, once each quarter on a specifically designated day and time, the Director and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

10.02 An agenda will be furnished 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 Director which affect bargaining unit members of the Union; (C) discuss grievances which have not been processed beyond the Director's step of the grievance procedure, providing 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 improving efficiency; (F) to consider and discuss health and safety matters relating to employees; (G) to consider recommendations for changes from the Union in the JFS Policy Handbook; and (H) to discuss Work Schedules.

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

ARTICLE 11

EMPLOYEE RIGHTS

11.01 Prior to any disciplinary interrogations, an employee being questioned shall be advised whether he/she is, at that time, the subject of investigation or a witness and not under investigation. If the employee is the subject of the investigation, he/she shall be advised of the right to the presence and advice of a Union representative during all questioning.

11.02 Upon prior written notice to the Employer, an employee may review his personnel file, except confidential information (e.g., pre-employment reports, medical reports labeled confidential, etc.). An employee has thirty (30) days from the date of notice to add memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file. The Employer may also have a representative present. A request for copies of items included in the file shall be honored. Confidential information shall not be disclosed to any employees of the Department with the exception of the Director and the Personnel Director.

11.03 If a complaint is investigated and placed on the employee's personnel file, it shall be marked with respect to final disposition.

11.04 Employees driving personal vehicles for work-related duty shall be reimbursed \$.47 per mile, as of January 1, 2012. It is established that the Internal Revenue Service rate effective on this same date is \$.555 per mile. The Employer shall subsequently adjust the reimbursement rate every six (6) months during the term of this contract based upon the variance of the IRS rate at each six (6) month interval from the IRS rate in effect as of January 1, 2012. (Example: the July 1, 2013 IRS rate is \$.52 per mile; employer shall therefore increase its rate to \$.435 per mile on or about July 1, 2013).

11.05 Employees will not be required to transport dangerous and/or violent clients without adequate safeguards providing the employee requests such assistance and has adequate justification for the request.

11.06 Employees who resign or retire from employment with the Employer shall notify the Director at least two (2) weeks in advance.

ARTICLE 12

VACANCIES AND JOB POSTINGS

12.01 When a job vacancy or vacancies occur within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies. 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 of the minimum qualifications, and the rate of pay. If an employee is aware of a potential job vacancy and will be gone from the agency during the time of the posting, they may prebid for the job.

In the event a vacancy occurs in a position not included in the bargaining unit, the Employer agrees to notify the Union and/or post a notice of such vacancy for notification to those employees who may be interested in making application. None of the standards in this Article for filling vacancies applies to non-bargaining unit vacancies.

12.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Human Resource Department by the end of the posting period in order to be considered for the position.

12.03 All vacancies, if filled, shall be on the basis of knowledge, skill, and ability according to the approved selection model. If two or more employee applicants are equally qualified to fill a position, the most senior employee shall be selected. Qualified under this provision means possessing the qualifications which meet the requirements of the position as per the job posting. Any current Protective Services Worker 2 is eligible to move laterally to another Protective Services Worker 2 position even if they are not educationally qualified. If no one applies or if the Employer determines that none of the applicants is qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

12.04 If federal law requires any updates in certification or qualifications for any position, employees must obtain the updated certification or qualifications on their own time and at their own expense. Employees shall be provided time off with pay, to take any examinations needed to update federal certification or qualification related to their original appointment with the Employer.

12.05 Any employee who, as a result of this Section, is selected shall be required to complete the appropriate probationary period as set forth in Article 8 herein.

12.06 The Employer shall have the discretion to permit voluntary demotions or lateral transfers. Where an employee requests a voluntary demotion, the Employer agrees to notify Local 293 prior to making its decision.

12.07 If the Employer exercises its right to rewrite or revise job descriptions or qualifications, it will provide the Union with notice outlining the changes to be made at the quarterly labor-management meeting.

ARTICLE 13 SENIORITY

13.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until the satisfactory completion of the probationary period which will be added to their total length of continuous employment.

13.02 An employee's seniority shall be terminated when one (1) or more of the following occur he/she resigns; is discharged for just cause; is laid-off for a period of time exceeding twenty-four (24) months; retires; fails to report to work for more than three (3) working days without having given the Employer advance notice of his/her pending absence, unless he/she is physically unable to do so as certified by the appropriate authority; is unable to perform his/her job duties due to illness or injury and is unable to return to work upon expiration of any leave applicable to him/her; refuses a recall or fails to report to work within three (3) working days from the date the Employer sends the employee a recall notice.

13.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by a lottery drawing.

ARTICLE 14 LAYOFF AND RECALL

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

14.02 Employees within affected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first, provided that all students,

temporary, seasonal, casual part-time, probationary, and then regular part-time employees within the affected job title(s) within the bargaining unit are laid off first in the above respective order.

14.03 Employees who are laid off from one (1) job title covered by this Agreement may displace (bump) another employee with lesser seniority in the laid off employee's previously held position or in a lower-rated job title within the classification series set forth below:

<u>Job Title</u>	<u>Pay Grade</u>
Protective Services Worker 2	29
Protective Services Worker 1	28
Eligibility Specialist 2	28
Child Care Certification Worker	28
Eligibility Specialist 1	27
Investigator 2	27
Account Clerk	27
Eligibility Screener	25
Social Service Case Aide	24

14.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) a lower rated position with less seniority provided the employee is qualified for the position.

14.05 In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he/she is qualified for the position (including possessing all state-mandated training) and able to perform the functions and duties of the position to which he/she is attempting to displace (bump) into.

14.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provision, shall be laid off.

14.07 Recalls shall be in the inverse order of layoff and a laid-off employee shall retain his right to recall for two (2) years from the date of his layoff

14.08 Notice of recall shall be sent to the employees address listed on the Employer's records and shall be sent by certified mail. An employee who does not respond to recall or does not report to work within two (2) weeks from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

14.09 Employee(s) scheduled for layoff shall be given a minimum of fourteen (14) calendar days advance notice of layoff.

ARTICLE 15

SICK LEAVE

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

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

15.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore each day he/she is to be absent, between 7:00 a.m. and 8:30 a.m. A designated call off number will be created for all staff to use when reporting in sick. Staff must leave a number where they can be reached when calling off in the event there are questions regarding their schedule for that day.

15.04 Sick leave must be used in fifteen (15) minute increments.

15.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury, or death 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 in excess of three (3) days may be required to supply a physician's report to be eligible for paid sick leave.

15.06 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 request of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

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

15.08 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/she 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.

15.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include spouse, parent, mother, father, brother, sister, child, step-child living in the residence, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, step-brother, step-sister, legal guardian, or other person who stands in place of a parent (in loco parentis). 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, minor step-child residing with the employee, brother or sister.

15.10 Any full-time employee who has one hundred fifty (150) or more hours of accumulated sick leave may redeem sixteen (16) hours of unused sick leave for the cash equivalent and eight (8) hours of unused sick leave for either eight (8) hours of personal time or the cash equivalent.

15.11 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer (at least the last 5 with Medina County and at least 5 other years with Ohio or its political subdivisions and has transferred unused sick leave to Medina County in accordance with established procedure) 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-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred and sixty (960) hours. Employees with fifteen (15) years of continuous full-time service or more are entitled to receive one-half (1/2) of their accrued unused sick leave in cash at the time of retirement to a maximum of nine hundred sixty (960) hours.

15.10 Employees hired after December 31, 2012 will be subject to the following table for payment of sick time upon retirement.

	Percent of Accrued Sick	Maximum Paid Hours	
10 yrs of public service	25%	240	Minimum stated by ORC 124.34
10 yrs of medina county service*	33%	360	
15 yrs of medina county service*	50%	480	
20 yrs of medina county service*	50%	720	
25 yrs of medina county service*	50%	960	
*medina county service is current, continuous service.			

ARTICLE 16

UNPAID PERSONAL LEAVE OF ABSENCE

16.01 The Employer may grant a leave of absence without pay to a permanent employee for any personal reason or disability illness, injury or condition. Such a leave has a maximum duration of six (6) months and may not be extended; however, you may apply for a disability separation thereafter. Leaves for a disabling illness, injury or condition are limited to the period of time that the employee is unable to perform his/her duties.

16.02 The employee must request an unpaid leave of absence in writing. The request must state both the reason for as well as the dates for which the leave is needed and include a doctor's report if the leave is needed for a disabling illness, injury or condition. The doctor's report must

state the reason for the leave and its expected duration. If the leave is for a disabling illness, injury or condition, the employee must present a doctor's certification which states he/she can return to work without restrictions when returning from this leave.

16.03 The employee must provide the Department Head with at least fifteen (15) days advance written notice of the date he/she intend to return from unpaid leave of absence. Upon completion of the leave he/she will be returned to the same or a similar position within his/her classification. The employee may also end this leave early if the Employer agrees.

16.04 If the employee fails to report for work at the end of an unpaid leave of absence, he/she shall be removed from the County's employ through its disciplinary procedure.

16.05 If the Employer finds the employee is not using the leave for the purpose designated, the leave will be cancelled and the employee directed to report to work.

16.06 Replacements for employees on this leave will be done by temporary appointment only.

16.07 The employee will be required to use all his/her appropriate accrued paid leave and compensatory time before going on leave without pay status for this leave.

16.08 The Employer will not provide benefits to employees on unpaid leave of absence.

16.09 Authorized leaves of absence without pay will count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service.

ARTICLE 17

FAMILY AND MEDICAL LEAVE ACT

17.01 The Family and Medical Leave Act (1993) entitles qualified employees to receive up to twelve (12) weeks of unpaid leave during a twelve (12) month period for the: (1) birth, adoption foster care placement of a child in your home; (2) serious health condition of your spouse, parent or child; or (3) your serious health condition. Qualified employees include all full- and part-time employees who have been employed by Medina County for twelve (12) months and have been in active pay status for at least 1,250 hours during the twelve (12) month period immediately preceding the request for this leave.

17.02 Leave requests must be submitted at least thirty (30) days in advance of their use where possible. For the purpose of this section, the leave year shall begin with the first day the employee goes on Family and Medical Leave. In addition, the Employer may require the employee to provide certification of the need for the leave. The Employer may also require you to be examined by a doctor of its choice if it thinks a second opinion is needed.

17.03 If an employee experiences an event that qualifies for FMLA leave, the Employer may place the employee on FMLA leave by giving verbal notice, within two (2) days, that leave is being counted toward FMLA entitlement. Written notice of FMLA rights must be sent to the

employee by the next payday, unless the payday is less than one (1) week. The employee will be paid while on FMLA leave by unused sick leave, personal time, holidays and vacation. When paid leave is exhausted, the employee shall be entitled to the remaining FMLA leave unpaid in accordance with the Act. The combination of paid and unpaid FMLA and unpaid leave of absence under Article 16, if authorized, shall not exceed six (6) months.

17.04 Authorized leaves of absence without pay will count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service.

17.05 The Board of Commissioners will continue to pay its share of the employee's medical and other insurances while he/she is on FMLA leave. To do this the employee must arrange for and make his/her monthly premium payment(s) directly to the Auditor in a timely manner.

17.06 Each qualified employee shall be eligible to receive the full allotment of FMLA leave each leave year, i.e., spouses will not be required to share the leave year allotment.

17.07 If the Commissioners extend the duration of FMLA leave during the life of this contract, members will receive the additional leave allotment. This applies only to the duration of leave, and not to procedural changes.

ARTICLE 18

FUNERAL LEAVE

18.01 Each full-time employee shall be entitled to not more than three (3) paid days of funeral leave upon the death of a member of the employee's immediate family for the purpose of attending the funeral. Part-time employees shall receive one (1) paid day. All employees may be required to provide written verification of the death for which they wish to exercise funeral leave.

18.02 Immediate family shall be defined as: mother, father, spouse, child, natural or adopted or those the employee has raised, minor step-child residing with the employee, siblings, grandchild, grandparents, including those of spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, or any other person standing in the place of a parent or grandparents of an employee or spouse.

18.03 Additional days, if needed, shall be taken as sick days in accordance with eligibility requirements set forth in Article 15, Section 15.09.

18.04 For a person not a member of the immediate family, as defined above, time taken for funeral leave may be granted and charged to vacation time or with no pay.

ARTICLE 19

JURY AND COURT TIME

19.01 During regular working hours, employees will be given time off without loss of pay when performing jury duty, when subpoenaed to appear before court, public body, or commission in connection with County business. A notice confirming court appearance shall be required and

21.07 Any part-time employee who works more than twenty (20) hours per week will be paid time and one-half for all work performed on the holidays listed at Section 21.01.

21.08 Holiday coverage for the Eligibility Services division will be determined by seniority by division. There must be 50% of Eligibility Specialist 2's, 50% of Eligibility Specialist 1's and 50% of Eligibility Screeners present in the division. There will be no skeleton days in the Eligibility Services division.

ARTICLE 22 VACATIONS

22.01 All full-time employees shall receive vacation based on length of service. The schedule for accrual of vacation leaves is as follows:

<u>Upon Completion Of:</u>	<u>Accrual Rate/ Bi-Weekly Pay Period:</u>	<u>Maximum Carryover (including current accrual):</u>
One (1) year	3.1 hours	160 hours
Five (5) years	4.6 hours	240 hours
Ten (10) years	6.2 hours	320 hours
Twenty (20) years	7.7 hours	400 hours

22.02 After the first year of full-time employment, an employee receives eighty (80) hours of vacation credit. After this first year of employment, employees accrue vacation credit each bi-weekly pay period according to the above schedule.

22.03 Employees may not accrue more than the specified hours of vacation. All time accrued in excess of such amount shall be forfeited. Vacation time shall be used in not less than one-quarter (1/4) hour increments.

22.04 Requests for any and all accrued, paid leave of one (1) day or more made during the window period January 1 through January 31 which is to be taken as time off March 1 through the 1st day of February of the subsequent year shall take precedence over any and all other leave requests.

Requests made outside of the window period or requests for time off of less than one (1) day shall be awarded on a first-come, first-served basis, except that requests made on the same day shall be awarded by seniority.

22.05 Requests for time off shall be approved by agency seniority within the work unit and must be approved by the unit supervisor.

22.06 Minimum coverage policy for the Eligibility Services division: there needs to be 5 Eligibility Specialist 2's, 3 Eligibility Specialist 1's and 2 Eligibility Screeners working 8-4:30 shift daily

ARTICLE 23

WORKDAY AND WORKWEEK

23.01 The normal workweek for regular full-time employees shall be forty (40) hours of work in conjunction with the work hour's policy including one-half (½) hour and excluding one-half (½) hour for meals.

23.02 All employees will be required to punch a time clock to be provided in work locations by the Employer upon commencement and termination of the work day, as well as for the lunch break, unless the employee is off site, at which time a Time Clock Override Form shall be completed.

23.03 Employees shall not receive the one-half (½) hour paid portion of their lunch if they use personal time immediately before or immediately after the paid portion of their lunch.

23.04 Tardiness will be recorded in increments of six (6) minutes.

23.05 Work hours (7-3:30, 7:30-4, 8-4:30) for Eligibility Services division will be determined by seniority within the division not the unit.

ARTICLE 24

REST PERIODS

24.01 There shall be two (2) fifteen (15) minute rest periods each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift, except for other mutually agreed upon schedules.

24.02 In order to minimize down time, rest periods shall be taken during natural breaks in work assignments with the approval of their supervisor.

24.03 Employees shall not receive a rest period if they use personal time immediately before or immediately after a paid rest period.

ARTICLE 25

OVERTIME PAY

25.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1 ½) times their regular hourly rate or, at the employee's discretion, earn compensatory time at the same rate for all hours actually worked in excess of forty (40) hours in any week. Overtime shall accrue in six (6) minute increments. There shall be no pyramiding of overtime payments.

25.02 For the purpose of computing overtime pay, holidays, vacation and compensatory time shall be counted as time actually worked. All employees shall receive their regular hourly rate for all hours worked, unless those hours worked are subject to the overtime provision of this Article.

25.03 Any employee who is recalled to work after leaving work or on a day when he/she is not scheduled to work shall be given a minimum of two (2) hours' work or two (2) hours' pay at his regular hourly rate, providing that the time worked or paid for does not abut the employee's workday.

25.04 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not affect the orderly and efficient operation of the Employer.

25.05 Employees shall be able to accrue compensatory time to a maximum of eighty (80) hours. Such time may be taken off upon prior approval of the Employer. If an employee works overtime when his compensatory time bank is at the maximum, such time worked will be paid.

ARTICLE 26 INSURANCES

26.01 It is recognized that a Health, Welfare Fund named the Welfare Fund of Local 293 (the "Welfare Fund") has been established pursuant to the applicable laws of the State of Ohio and of the United States. Such fund is being jointly administered by a Board of Trustees consisting of four representatives of the Union and four representatives of the various companies who are actively employed by those companies who participate in the Health and Welfare Fund. The Fund is being used to provide benefits on account of sickness, accident and other contingencies as administered by the Board of Trustees in accordance with the Plan.

26.02 Medina County Job and Family shall continue to participate in the Teamsters Local Union No. 293 Health and Welfare Fund and shall make a minimum and maximum contribution as follows for each employee actively employed by the Agency during such time:

Employer shall in respect to each regular Employee pay into the Welfare Fund \$703.50 per month. If the Board of Trustees find it necessary to increase the overall Funds contribution level the Welfare Fund can increase the Agency's contribution rate a maximum of 4% if needed on January 1, 2014.

Any additional costs as determined by the plan trustees of the Health and Welfare Fund throughout the life of the Agreement will be paid by the employees through payroll deductions. The Agency will deduct equal payments from the employee's paycheck of any difference between the Agency's contractual contribution and the actual rate required to maintain the benefits. The employee contribution shall be taken on a pre-tax basis in accordance with federal, state, and local tax guidelines.

26.03 The Employer shall make the required contributions to the Welfare Fund, from the employee's original date of hire. The Fund is completely responsible for plan enrollment, including provision of enrollment materials at date of hire. Coverage for new employees will start after the Fund has received ninety (90) days of contributions. The full monthly contribution with respect to each regular employee shall be payable in respect to each month in which the employee works one (1) day or eight (8) hours and receives pay from the Agency.

26.03.1 An hour worked shall mean an hour for which an employee is paid or entitled to payment by the Agency on account of a period of time that the employee works, and also for which an employee is paid or entitled to payment during a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, jury duty, injury, sickness, illness or otherwise under this Contract. However, the Agency shall pay for no more than is currently required by the County beginning with the first month following the month in which the employee last actually worked and received pay.

26.04 The Agency agrees that when a regular employee is off work due to illness or injury other than an injury to which workers' compensation applies, is laid off or becomes deceased, the Agency will make the monthly contribution for the month following the last month on account of which contributions are required to be made under 26.03; and that when a regular employee is off work due to an illness or injury to which workers' compensation applies, the Agency will make contributions for the time following the last month on account of which contributions are required to be made under 26.03. However, the Agency will shall pay for no more than what is required by law beginning with the first month following the month in which the employee last actually worked and received pay.

26.05 Contributions required by this Article shall be due on the tenth (10th) day of each month for the preceding month. In the event the Agency fails to make payment within the ten (10) day period as required, the Trustees of the Welfare Fund shall have the right to declare the Agency to be in default, and to commence legal action in any court for the recovery of the monies due with interest thereon at the rate of fifteen percent (15%) per annum plus all costs and expenses, including legal fees incurred in the collection. Any dispute including but not limited to disputes as to payments, amounts required to be paid and/or employees covered under this Article shall not be subject to the grievance or arbitration provisions under Articles 38 & 39

26.06 The Agency will forward to the Welfare Fund its contribution each and every month accompanied by the required report form. Said report shall set forth in alphabetical order each regular employee, and in being made, and with respect to any employee for whom contributions were previously made shall automatically be entitled to have the Agency make a contribution for him/her the current reporting period if the report form fails to give a reason for the cessation or lapse.

26.07 The Union further agrees that because of the establishment of this Welfare Fund and in consideration of the agreement of the Agency to the above Sections may abandon any other Welfare program.

26.08 COBRA will be administrated through the Fund and all payments will be sent directly to the Fund office.

26.09 All actions of the Trustees of the Welfare Fund are herewith approved. The Board of Trustees of the Welfare Fund shall indemnify and save and hold harmless the Agency from any and all liability, costs and expenses incurred including but not limited to legal fees, imposed

upon the Agency due to errors and omissions of the Fund in administering COBRA through the fund.

26.10 The Employer will make every effort, but does not guarantee, to permit any bargaining unit employee who desires to purchase at their cost additional life insurance through the County Plan.

ARTICLE 27 SALARY SCHEDULE

27.01 Effective the first pay period in 2013, all employees will be paid according to the following schedule.

Range	Step 1	Step 2	Step 3	Step 4	Step 5
24	\$11.77	\$12.23	\$12.73	\$13.25	\$14.11
25	\$13.81	\$14.27	\$14.79	\$15.28	\$16.07
26	\$14.51	\$15.00	\$15.47	\$15.94	\$16.85
27	\$15.68	\$16.16	\$16.65	\$17.25	\$18.33
28	\$16.65	\$17.25	\$17.88	\$18.56	\$19.84
29	\$17.88	\$18.56	\$19.36	\$20.25	\$21.70

27.02 Effective the first pay period of 2014, all employees will be paid according to the following schedule.

Range	Step 1	Step 2	Step 3	Step 4	Step 5
24	\$11.77	\$12.23	\$12.73	\$13.25	\$14.46
25	\$13.81	\$14.27	\$14.79	\$15.28	\$16.47
26	\$14.51	\$15.00	\$15.47	\$15.94	\$17.27
27	\$15.68	\$16.16	\$16.65	\$17.25	\$18.79
28	\$16.65	\$17.25	\$17.88	\$18.56	\$20.34
29	\$17.88	\$18.56	\$19.36	\$20.25	\$22.24

27.03 All employees shall continue to move to each succeeding step upon the satisfactory completion of their probationary period or on the anniversary date of the completion of their probation, as the case may be, pursuant to existing practice.

27.04 Employees who are promoted from one pay range to a greater pay range shall be placed on a step of the new range that provides for an increase in wage rate.

27.05 Any employee who is required to carry a “beeper” for call-in purposes shall receive twenty-four dollars (\$24.00) for each weekday, thirty-three dollars (\$33.00) for each weekend day, and thirty-four dollars (\$34.00) for each holiday for carrying the “beeper.” Overtime will be paid back to the first minute after the accumulation of the first fifteen (15) minutes of phone calls during any twenty-four (24) hour period. Employees required to carry a “beeper” as a “daily” requirement of the position are excluded from this Article.

27.06 At the sole discretion of the Employer, a newly hired employee with experience of an appropriate nature may be hired at a step above entry level.

27.07 The Employer shall reimburse all LSW’s and all LISW’s for the annual cost of their bi-annual license fee up to a maximum of seventy-five dollars (\$75.00).

27.08 Any employee that is a certified interpreter and is assigned by the Director of Job and Family Services to perform the duties of an interpreter in the service of the Department of Job and Family Services, will be paid one thousand dollars (\$1,000.00) in two (2) installments of five hundred dollars (\$500.00) each payable in June and December.

ARTICLE 28 LONGEVITY

28.01 All full-time employees shall receive longevity payments commencing upon the completion of five (5) years of current, continuous full-time service. When determining length of service, only time worked with a Medina County government office or agency will be considered. See, Memorandum of Understanding C. Such amount shall be increased every five (5) years through twenty (20) years of employment pursuant to the following schedule:

Length of Service	Amount
After Five (5) Years	\$500.00
After Ten (10) Years	\$1,000.00
After Fifteen (15) Years	\$1,500.00
After Twenty (20) Years	\$2,000.00

28.02 Such above-listed longevity payments shall be divided into two (2) equal parts and paid in June and December of each year. In order to be eligible for any of such payments, the employee must have completed the necessary minimum length of service for the appropriate amount prior to June 1 or December 1 for the June or December payment, respectively, each year.

28.03 If, because of leave without pay, employment separation or break in continuous service, an employee does not work a full year, the amount payable shall be prorated to correspond to the actual length of service during the current year and be paid immediately upon termination, to the nearest month.

28.04 Longevity will not be available to employees hired after December 31, 2012.

ARTICLE 29 MISCELLANEOUS BENEFITS

29.01 The Employer will designate staff rest rooms for the use of employees where possible.

29.02 The Employer shall provide the Union with bulletin boards in locations to be mutually agreed upon.

29.03 The Employer shall supply each employee with a copy of this agreement as well as the Employment Manual, including all updates.

29.04 Part-time employees shall not receive fringe benefits, except as specifically provided.

29.05 The Employer shall develop, participate in and monitor the training of newly hired employees. Co-employees shall assist in the training of new employees as the Employer determines necessary and practical for the efficient operation of the Department.

29.06 For the purpose of this section, part-time shall be defined as a full-time employee who voluntarily sought and obtained part-time status and is in pay status for less than sixty-four (64) hours per pay period or when hired as permanent part-time.

ARTICLE 30 HEADINGS

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

ARTICLE 31 GENDER AND PLURAL

31.01 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 be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to-be interpreted to be discriminatory by reason of sex.

ARTICLE 32

LEGISLATIVE APPROVAL

32.01 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 33

CONFORMITY TO LAW

33.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

33.02 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 effect 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 34

OBLIGATION TO NEGOTIATE

34.01 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.

34.02 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 35

TOTAL AGREEMENT

35.01 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 upon advance notice to the Union. The wages, hours, terms, and conditions of employment in this Agreement supersede any related Ohio laws, including all specifications under or related to those laws.

ARTICLE 36

DURATION

36.01 This Agreement shall become effective at 12:00 a.m. on January 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2014.

ARTICLE 37

DISCIPLINARY PROCEDURE

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

37.02 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) An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages or working conditions as a result of the exercise of their rights under this procedure.

37.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

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

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

37.06 Discipline shall not be implemented until either:

- a) the matter is settled, or
- b) the employee fails to file a grievance within the time frames provided by this procedure, or
- c) the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

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

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

37.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 37.12, until the matter is settled or the arbitrator renders a determination.

37.09 The following administrative procedures shall apply to disciplinary actions:

- a. The Director/Supervisor, the employee involved and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Director/Supervisor is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed and the Director/Supervisor may offer a proposed disciplinary penalty. The employee must be advised before the meeting that they are entitled to representation by the Union during the initial discussion.
- b. If a mutually agreeable settlement is not reached at this informal meeting, the Director will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Director may just prepare the 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 to 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 Commissioners or their designee pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline. Rights to discovery shall be inure after the serving of the Notice, but prior to the Grievance hearing, if appealed.

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

37.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a

Union representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

37.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

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

37.14 All reprimands, including verbal, shall be reduced to writing and placed in the employee's personnel file.

ARTICLE 38

GRIEVANCE PROCEDURE

38.01 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 shall have the right to be represented by a Union representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

38.02 For the purposes of this procedure, the below-listed terms are defined as follows:

- a. Grievance: A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Aggrieved Party: The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually or the Union 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 workday.

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

- a. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the

grievance, if known, to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c. If a grievance affects a group of employees working in different work locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- e. This Grievance Procedure, hereby established, shall be the sole and exclusive method and procedure to be used in resolving any and all disputes arising from this Agreement.
- f. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall 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 by default. The time limits specified for either party may be extended only by written mutual agreement.
- g. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1:

An employee believing a grievable event has occurred shall notify their immediate Supervisor within ten (10) days after the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee within ten (10) days after receiving notice from the employee. The Supervisor and the employee shall discuss the issues in dispute and attempt to resolve the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Director of Job and Family Services within ten (10) days after the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than ten (10) days from the date of the meeting if the Supervisor fails to give the employee an answer. The Director shall convene a hearing within ten (10) days after receiving the grievance. The hearing will be held with the aggrieved party and his representative, if he/she requests one. The Director shall issue a written decision to the Union and copy to the employee within ten (10) days after the hearing.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the County Administrator or designee within ten (10) days from the date the decision is rendered in Step 2. Copies of the written decisions shall be submitted with the appeal. The Administrator or designee shall convene a meeting within ten (10) days after receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for rendering a proper decision. The Administrator or designee shall issue a written decision to the employee, with a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to Arbitration Procedure herein contained.

ARTICLE 39

ARBITRATION PROCEDURE

39.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union only may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, then the arbitrator shall be selected from the panel members' names in paragraph 39.07 which will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

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

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

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

39.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a “split award,” as determined by the arbitrator, the fees and expenses of the arbitrator shall be shared equally.

39.06 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.

39.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to the Arbitration Procedure. Those individuals placed on this panel shall be: (a) Robert Stein; (b) Harry Graham; (c) Anna Duval Smith; (d) Nels Nelson; and, (e) Mitch Goldberg.

ARTICLE 40 CIVIL SERVICE LAW

40.01 No section of the Civil Service Laws contained in Ohio Revised Code, Chapter 124.01 et seq. or Ohio Administrative Code Chapter 124-1-01 et seq. shall apply to the employees in the bargaining unit and it is expressly understood and agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction in any matter related to employees in the bargaining unit.

ARTICLE 41 ALCOHOL AND DRUG TESTING

41.01 The members will comply with the Medina County Board of Commissioners’ Alcohol and Drug Policy, a copy of which is available through the Director’s office, with the following exceptions: (1) two administrators or an administrator and supervisor have to agree there is cause to send a bargaining unit member for alcohol or drug testing under the reasonable suspicion testing provision of the policy, (2) the word “may” shall replace “shall” in the Discipline section of the policy for all bargaining unit members who have completed their hire probationary period and (3) the term “near miss” in the Discipline section of the policy shall not apply to bargaining unit members.

ARTICLE 42 JOB SHARING

42.01 The Director may approve a job-sharing partnership with current employees in good standing if the partners complete a job sharing plan that includes (A) a work schedule that provides continuous job coverage, (B) a list of responsibilities including meeting and training attendance, (C) a description of how the office space will be shared and (D) a communication plan which states how the partners will communicate with each other and their supervisor.

42.02 Wages, vacation and sick leave shall be prorated on a 2080 hour/year and 40 hour/week basis. The partners shall each be eligible for one (1) funeral leave day per year. Both partners

will be eligible for PERS. Neither partner will receive holiday pay nor medical insurance during job sharing.

42.03 Job-sharing partners will be considered part-time staff for the purpose of lay off.

42.04 If in Children's Protective Services, both partners will rotate carrying the beeper.

42.05 When a job-sharing arrangement ends, either because of legitimate business reasons or a partner's choice, then the position will revert to full-time status and the most senior partner will fill it. If there is no appropriate opening available at this time, the less senior partner will be laid off.

42.06 Laid off partners may bid on openings based on their full-time seniority. While laid off such employees shall have recall rights to the position from which they were laid off and bid rights to other openings in the classification series. If the partner bids into another position, he/she forfeits his/her recall rights upon doing so.

42.07 Job sharing partners agree to waive all rights to unemployment compensation created by entering this arrangement.

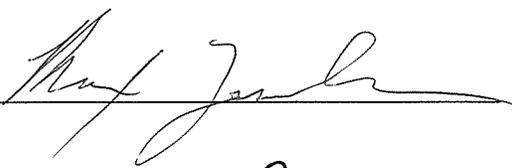
ARTICLE 43

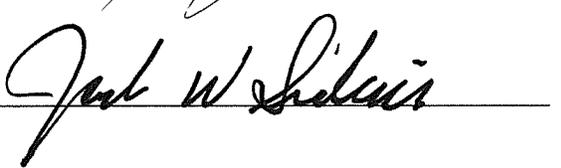
EXECUTION

43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 24 day of December, 2012.

FOR THE UNION:

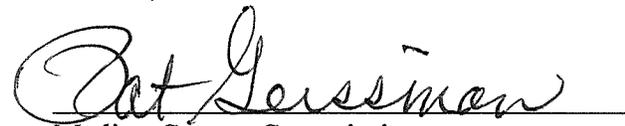
Teamsters Union Local 293





FOR THE EMPLOYER:

Board of County Commissioners County of Medina, Ohio


_____ Medina County Commissioner


_____ Medina County Commissioner

_____ Medina County Commissioner


_____ For Medina County Prosecutor
Approved as to Form Only

MEMORANDUM OF UNDERSTANDING A

It is agreed that the Medina County Commissioners will add the years of prior service provided to outside public agencies by Gail Bealer, Marissa Dobransky, Laura Filaine, Gina Holderbaum, Emily Justice, Chrissy Langdon, Cheryl Mayle, Shawna Moody, Mary Pantalone and Rebecca Smith to the years of full-time service each has in Medina County for the purpose of calculating longevity payments required by Article 28.