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**AGREEMENT**

**between**

**MEDINA COUNTY, OHIO  
(SANITARY ENGINEER)  
(LINE MAINTENANCE)**

**and**

**TEAMSTERS LOCAL 436**

**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, hereinafter referred to as the "Employer," and the Teamsters Local 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: (a) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (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; (e) To provide a basis for the adjustment of matters of mutual interest by means of the procedures established herein; and (f) To establish working conditions or future practices that are fair and reasonable.

**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 State Employment Relations Act, for all full-time employees of the Medina County Sanitary Engineer occupying the classifications of line maintenance worker. All other employees of the Employer are excluded from the bargaining unit. Listing the classifications herein has no effect on management's right to add or abolish classifications or to assign work between classifications or to non-bargaining unit members. In the event the Employer creates a classification not listed above, the Union shall be notified in writing prior to the effective date.

3.02    Except as limited herein, the term "Employee" or "Employees" wherever used in this Agreement shall refer to an employee or employees in the bargaining unit described in Section 3.01 hereof.

3.03    The Employer shall not assign bargaining unit work to non-bargaining unit Medina County Sanitary Engineer employees to eliminate an existing bargaining unit member's position.

**ARTICLE 4            DUES DEDUCTIONS**

4.01    The Employer and the Union agree that membership in the Union is available after thirty-one (31) days to all bargaining unit employees certified by the State Employment Relations Board who are covered by this Agreement and any other classification of employees legally added to the bargaining unit.

4.02 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 from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made automatically 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.

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

4.04 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.

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

4.06 The Employer shall have the sole discretion to discharge newly hired probationary employees and any such action shall not be appealable through the grievance or arbitration procedure in this Agreement, any civil service procedure, State Personnel Board of Review appeal, or through any other legal means.

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

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

4.09 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 5                   MANAGEMENT RIGHTS**

5.01 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 with prior notice; (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 the legal status, management, or responsibility of such property, facilities, processes or work; and (o) terminate or eliminate all or any part of its work or facilities.

5.02 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. The Employer has no obligation to bargain over its decisions or the effect of those decisions.

## **ARTICLE 6 NO-STRIKE**

6.01 The Union hereby affirms and agrees that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of mandatory or discretionary services from the Employer for the duration of this Agreement or any extensions of this Agreement.

6.02 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. Neither shall the Union oppose the Employer's attempt to seek injunctive relief.

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

6.04 The Employer shall not lock out employees during the term of the Agreement.

## **ARTICLE 7 NON-DISCRIMINATION**

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

**ARTICLE 8                    PROBATIONARY PERIOD**

8.01 All newly hired employees shall be required to serve a probationary period of one hundred twenty (120) days. During such probationary period, the Employer shall have the sole discretion to discharge such employee(s), and any such action shall not be appealable through a grievance or appeal procedure, through the State Personnel Board of Review, or through any other legal action, including a complaint for wrongful termination.

8.02 All newly promoted employees will be required to serve a promotional probationary period of ninety (90) days. During such period, the Employer shall have the sole discretion to demote such employee(s) to their previous position, and any such demotion shall not be appealable as described in section 8.01 above.

**ARTICLE 9                    UNION REPRESENTATION**

9.01 The Employer recognizes the right of the Union to select one steward and an alternate steward to represent the employees on grievances arising under this Agreement as follows:

9.02 A steward shall be permitted to investigate and process a grievance within his own location and attend the meetings as provided in the Grievance Procedure. Should a grievance hearing, pursuant to the Grievance Procedure, be held during their working hours, the steward shall be allowed to attend the hearing without loss of pay. Within the time limits set forth in the Grievance Procedure, meetings shall be held at mutually convenient and acceptable times to the Employer and the Union. Union stewards shall conduct themselves in a professional and courteous manner upon interacting with any management representatives.

9.03 The Union shall furnish the Employer a written list of the names of stewards and their alternates.

9.04 When it is necessary for a steward to enter a job location or shift supervised by a supervisor other than his own, he shall first report to the supervisor in charge and advise him of the purpose of his being there.

**ARTICLE 10                    UNION REPRESENTATION VISITATION**

10.01 The Employer may admit Union representatives to the Employer's facilities during the Employer's normal business hours, with prior notice. The representative(s) shall request admittance to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Upon the Employer's approval, 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.

**ARTICLE 11            BULLETIN BOARDS**

11.01 The Employer shall allow the Union to supply one (1) bulletin board located in the main reporting facility. The Union shall be responsible for the care, maintenance, and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 11.02 below.

11.02 No notices, memorandums, posters, or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one (1) copy of each such posted material to the Employer prior to the posting of such material.

**ARTICLE 12            PERSONNEL FILES**

12.01 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.

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

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

**ARTICLE 13            VACANCIES AND JOB POSTINGS**

13.01 When the Sanitary Engineer determines there is a vacancy in the bargaining unit, he will post an announcement of such vacancy or vacancies. Said postings shall remain posted for a period of seven (7) calendar days. The announcement shall contain the job title of the vacancy, a brief job description of the minimum requirements of the job, and the rate of pay.

13.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Sanitary Engineer by the end of the posting period in order to be considered for the position.

13.03 The vacancy, if filled, shall be on the basis of knowledge, skill and ability. In the event two or more applicants are equally qualified in skill and ability as determined by the Employer, then seniority shall govern.

**ARTICLE 14            DISCIPLINE**

14.01 The Employer will not discipline a non-probationary employee without just cause.

14.02 Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct.

14.03 Any form of discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

14.04 There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.

14.05 The Employer will administer a system of discipline based on its assessment of the facts. Discipline may result from a violation of a current work rule or policy or for unsatisfactory job performance. The disciplinary measures the Employer may consider are as follows:

1.     Written Warning
2.     Written Reprimand
3.     Suspension
  - (a)    Short Suspension     up to three (3) days
  - (b)    Long Suspension        over three (3) days.
4.     Discharge

14.06 The Employer has the right to give more than one warning or reprimand in lieu of suspension or a higher level of discipline. Higher levels of discipline may occur for first offenses.

14.07 Before the Employer issues a suspension or discharge, the employee is to be given a personal opportunity to informally present his statement about the facts and circumstances of the proposed discipline. The Employer is to notify the employee and the Union representative of the time, date, and place where the meeting is to occur. The employee is entitled to Union representation at the meeting (one steward, the Union President and the Union representative). The employee will have waived his opportunity for a meeting if he fails to attend the scheduled meeting. His discipline will be based on the facts known to the Employer at that time. The Employer shall notify the employee about the suspension or discharge within a reasonable period of time.

14.08 An employee will receive copies of all materials placed in his personnel record. The signing of any materials to be placed into an employee's personnel record will not indicate an

agreement by the employee as to the contents of the material but does acknowledge he has seen it.

14.09 Only suspensions and terminations are arbitrable.

14.10 Disciplinary action(s) shall not be considered in future disciplines beyond the time limits set forth below provided there is no intervening discipline:

Written Warning	-	9 months
Written Reprimand	-	9 months
Suspension	-	2 years
Termination	-	Permanent

The above time lines are calculated from the date of infraction (and apply to discipline in an employee's current file).

#### 14.11 TIME CARDS

14.11.1 Employees are responsible for punching their own time card. Altering, falsifying, tampering with, or recording time on another employee's time card shall result in termination.

#### 14.12 LATE

14.12.1 For the purpose of this Article, "late" is defined as any unexcused incident where the employee reports to work after their scheduled starting time and shall be known as an "occurrence" for tracking purposes.

14.12.2 Tracking will be evaluated on a "rolling" twelve (12) month basis commencing with the date of the first occurrence.

14.12.3 A "rolling" twelve (12) month period is defined as the period of time beginning on the date of the first occurrence and ending when that same date is reached one year later. **Example:** *Lateness occurs on March 2, 2005 and will remain active for tracking purposes until March 2, 2006.*

14.12.4 Progressive discipline shall be imposed on the basis of accumulated occurrences during the course of the rolling calendar year:

- Three (3) occurrences.....written warning
- Four (4) occurrences..... written reprimand
- Five (5) occurrences .....short suspension up to three (3) days
- Six (6) occurrences .....long suspension over three (3) days
- Seven (7) occurrences ... termination

14.12.5 Discipline issued two (2) times at the same level shall be cause to advance to the next level of discipline.

*Example: Employee's rolling calendar starts March 14, 2005 for being late. The employee is also late on April 20, 2005 and June 25, 2005. These total three occurrences and a written warning is issued.*

*As of March 14, 2006 one (1) occurrence drops off leaving a total of two (2) occurrences. The next occurrence that is supposed to drop off would be on April 20, 2006; however there is another late on April 3, 2006.*

*The employee is now back up to three (3) occurrences and a second written warning is issued.*

*On April 20, 2006, one (1) occurrence drops off taking this employee back to two (2) occurrences. The next occurrence that is supposed to drop off would be on June 25, 2006; however, this employee is late on May 5, 2006, which takes him back up to 3 occurrences. Because there were two written warnings issue at the same level the next higher level of discipline would be imposed (written reprimand).*

#### 14.13 FAILURE TO PUNCH IN OR OUT.

14.13.1 One (1) excuse shall be granted each rolling calendar year.

14.13.2 Progressive discipline shall be imposed for additional instances:

Two (2) occurrences..... written warning

Three (3) occurrences... written reprimand

Four (4) occurrences.....short suspension up to three (3) days

Five (5) occurrences..... long suspension over three (3) days

Six (6) occurrences.....termination

### ARTICLE 15 GRIEVANCE PROCEDURE

Grievance actually occurs or grievant should be reasonably aware.	
Informal Step (Supervisor)	Discussion with supervisor and answer in five (5) days. The parties shall note in writing the day of the discussion.
Step 1 (Sanitary Engineer)	1. Written grievance filed with Sanitary Engineer or his administrative assistant within ten (10) days of when grievance occurs or grievant should be aware.  2. Sanitary Engineer or his administrative assistant meets with grievant within five (5) days after filing.

	<p>3. Sanitary Engineer must provide written response in five (5) days from meeting.</p>
<p>Step 2 (County Administrator)</p>	<p>1. Grievance filed with County Administrator within ten (10) days after Sanitary Engineer's Step 1 answer.</p> <p>2. County Administrator must meet with grievant within ten (10) days after grievance is filed at his level.</p> <p>3. County Administrator submits written report ten (10) days after meeting with grievant.</p>
<p>Step 3 (Arbitration)</p>	<p>1. Demand for arbitration must be made within thirty (30) days after County Administrator's Step 2 answer. Demand sent to Sanitary Engineer and County Administrator.</p> <p>2. Union and Sanitary Engineer select an arbitrator from the following- panel: (1) Dr. David M. Pincus; (2) Hyman Cohen; (3) Charles Ipavec; (4) George Van Pelt; (5) Dennis Minni; and (6) Morris Shenker.</p> <p>3. Arbitrator is selected in order of appearance on the panel listed above. Exceptions may be made from the order of selection if the arbitrator cannot accept the appointment and conduct a hearing within 45 days from the time the parties have contacted him regarding an arbitration hearing.</p> <p>4. Upon receipt of Union's letter referring a grievance to arbitration, the Employer shall notify the next arbitrator on the panel of his appointment. If the arbitrator cannot accept the appointment within the time frame above, the next arbitrator shall be contacted by the Employer until an arbitrator has been scheduled. The hearing date must be selected within fourteen (14) days after the arbitrator has accepted the appointment or the grievance is <u>dismissed</u>.</p>

### Grievance Procedure Definitions

1. Grievance - Written claim by an employee or the Union alleging a violation, misinterpretation or misapplication of the collective bargaining agreement.
2. Grievant - An employee, group of employees or the Union.
3. Day - Calendar day.

### Grievance Procedure Rules

1. All grievances must be filled out on the "Union Grievance Form."
2. Grievance waived if time lines are not followed. Grievant proceeds to next step if the Employer fails to provide timely answer. The time limits may be extended by mutual consent.
3. Union steward and representative can represent grievant at all levels of grievance procedure.
4. Grievant must waive Union representation in writing. Written waiver must be submitted to Union president. Union president must be notified of final disposition of the grievance.
5. With respect to discipline cases, only written reprimands, suspensions, and terminations are arbitrable.
6. Necessary Union witnesses receive time off with pay to testify at the arbitration hearing.
7. Arbitrator's decision made within his jurisdiction is final and binding. The arbitrator has no authority to add to or subtract from the expressed terms of the contract. Loser pays unless a split decision. Split decision means the grievance is granted or denied in part.
8. Union stewards receive notice of each grievance hearing and the disposition of the grievance at each step.

## **ARTICLE 16 SENIORITY**

16.01 Seniority shall be defined as an employee's uninterrupted length of continuous fulltime employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period will be added to his total length of continuous service.

16.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

- a. he resigns; he is discharged for just cause;
- b. he is laid off for a period exceeding twelve (12) months;
- c. he retires;
- d. he fails to report to work for more than three (3) working days without having given the Employer advance notice of his pending absence;
- e. 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 a recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice by regular and certified mail.

16.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the date of his application.

#### **ARTICLE 17 LAY OFF AND RECALL**

17.01 Where, because of economy, consolidation, or abolishment of functions, curtailment of activities, or for other good cause, the Employer determines it necessary to reduce the size of its work force, employees 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, part-time, seasonal, and probationary employees within the bargaining unit are laid off first.

17.02 Recalls shall be in the inverse order of layoff and a laid-off employee shall retain his right to recall for twelve (12) months from the date of his layoff.

17.03 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by regular and certified mail. An employee who refuses recall or does not report for work within five (5) working days 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.

#### **ARTICLE 18 HOURS OF WORK**

18.01 Work hours – 8:00 a.m. to 4:00 p.m.

18.02 Each employee shall be entitled to two (2) breaks during the workday. Such breaks shall be of fifteen (15) minutes' duration and shall occur during the middle of the first half of his work shift and the middle of the second half of his work shift, as assigned by the supervisor. Work breaks shall be taken during the normal flow of work in such a fashion that such break does not interfere with the Employer's work or business.

18.03 There shall be a one-half hour paid lunch.

18.04 Supervision may adjust 18.01 with 24 hour advance notice due to extenuating circumstances.

**ARTICLE 19 OVERTIME PAY**

19.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1 1/2) times their regular hourly rate for all hours actually worked in excess of eight (8) hours in any one (1) day or forty (40) hours per week.

19.02 For the purpose of computing overtime pay, holidays and vacation time shall be counted as time actually worked.

19.03 Employees scheduled to work on an overtime day and who have an indication of a pattern of sick leave abuse or overtime call off abuse and fail to report for overtime work by calling in "sick" shall be subject to immediate disciplinary action. No sick leave benefits shall be paid on overtime hours.

19.04 Employees may elect compensatory time in lieu of receiving overtime pay whenever such employee works in excess of eight (8) hours in any one (1) day or forty (40) hours per week. Compensatory time is earned at the rate of one and one-half (1½) hours for each overtime hour worked. Sick hours are not to be included in the calculation of overtime whenever such employee works in excess of eight (8) hours in any one (1) day or forty (40) hours per week.

19.05 Employees may accrue compensatory time to a maximum of eighty (80) hours. Any hours accrued beyond this limit will be paid as overtime pay.

19.06 Requests to use compensatory time must be submitted to and approved by the Employer prior to it being taken and must be taken at a time mutually convenient to the employee and supervisor.

**ARTICLE 20 ON-CALL PAY/CALL-IN PAY**

20.01 Any employee who is assigned by the Employer as being designated on-call and issued a beeper for a period of one week shall be given six (6) hours of overtime pay for the week that he is on call.

20.02 Employees "on call" and called-in after completing their regular schedule and leaving work for home shall be paid a minimum of four (4) hours at time-and-one-half. Employees called-in who are not on call but are otherwise called in due to emergency situations prior to or following the start of their scheduled shift will be paid a minimum of four (4) hours at time-and-one-half; however, when such work carries over into the start of their next regularly scheduled shift, payment at time-and-one-half will cease and the employee(s) will be paid at their regular straight time rate.

20.03 The overtime minimum outlined in section 20.01 above shall not be pyramided. This means if an employee is called into work more than once during the time covered by this four (4) hour minimum, he shall not receive any additional pay unless he works beyond the four (4) hour minimum.

Example: An employee is called back into work at 7:00 p.m. He works until 9:00 p.m. He is paid the four (4) hour minimum as if he worked until 11:00 p.m. If the employee is later called into work at 10:00 p.m. and works until 12 midnight he only receives one (1) additional hour of call-in pay because his first four (4) hour minimum paid him for the time between 7:00 p.m. and 11:00 p.m.

20.04 Hours paid as on-call and/or call-in shall not be subject to be paid as compensatory time.

## **ARTICLE 21 UNPAID LEAVE**

21.01 Non-probationary employees may be granted a leave of absence without pay upon the approval of the Employer for a period not to exceed six (6) months. Such approval shall not be unreasonably withheld. Such leaves of absence may be extended by the Employer, but in no case will any employee be permitted to exceed six (6) months of continuous leave under this Article in any one (1) calendar year, except for serious or unusual circumstances. All such leaves must be requested at least one (1) week in advance and approved by the Employer in writing. Such request shall contain starting and ending date of the leave and the reason for same.

21.02 An employee who uses such a leave for purposes other than the reason(s) the leave was granted for shall be subject to disciplinary action.

21.03 Any unpaid time off taken under this Article shall be credited against any unpaid leave available for the applicable period of time under the FMLA.

## **ARTICLE 22 VACATIONS**

22.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Upon Completion of Years of Service</u>	<u>Accrual Rate per Bi-Weekly Period</u>	<u>Maximum Accrual</u>	<u>Maximum Carryover</u>
1 – 5	3.1 hours	80 hrs	160 hours
6 – 10	4.6 hours	120 hrs	240 hours
11 – 20	6.2 hours	160 hrs	320 hours
21 +	7.7 hours	200 hrs	400 hours

22.01.1 Vacation leave shall be taken after the completion of one (1) year of employment after it is earned and accumulated.

- 22.01.2 Employees shall become eligible for the maximum vacation accrual of 120 hours beginning with their 6<sup>th</sup> year of employment.
  - 22.01.3 Employees shall become eligible for the maximum vacation accrual of 160 hours beginning with their 11<sup>th</sup> year of employment.
  - 22.01.4 Employees shall become eligible for the maximum vacation accrual of 200 hours beginning with their 21<sup>st</sup> year of employment.
  - 22.01.5 "Year" is defined as from the date-of-hire (service date) to the following year in which the employee's date-of-hire occurs.
- 22.02 Employees shall not accrue additional vacation time for overtime hours worked.
- 22.03 Employees may be permitted to accumulate and carry over unused vacation into the following year up to the maximums set forth in 22.01
- 22.03.1 Vacation accumulated beyond the maximum shall be forfeited (i.e., not paid) in the pay period in which it was earned.
- 22.04 Vacation time must be used in accordance with the supervisor's approval.
- 22.05 Employees shall give at least one (1) week notice to the immediate supervisor, in writing on designated forms, for approval or disapproval. The employee will be advised within three (3) working days of making the request as to whether such request has been approved.
- 22.06 Employees shall be assigned vacation time by seniority up to March 31 of each year. Vacation requests submitted after March 21 shall be granted on a first-come, first serve basis. The Employer shall post the approved vacation schedule on or immediately after April 1.
- 22.07 At the time of separation from employment, an employee shall be entitled to his unused, accumulated vacation on a pro-rata basis to the time of separation.
- 22.08 No employee shall continue to work while being paid for vacation hours.
- 22.09 The Employer shall make a good faith effort to canvas for vacation coverage, where an employee so requests prior to denying a specific request for a vacation off. The Employer's obligation under this section is grievable but not arbitrable.

## **ARTICLE 23            HOLIDAYS**

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

New Years Day

Labor Day

Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day

Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

23.02 When an employee is on vacation at the time of occurrence of a holiday in Section 23.01 above, such holidays shall not be charged against his vacation leave.

23.03 Subject to the approval of the supervisor, any religious holiday not listed above may be taken and charged against vacation or without pay, at the employee's option.

23.04 Snowdays/"Special" Holidays – Line Maintenance Workers will be granted the same procedure as the office receives when the Board of County Commissioners make a decision to close "County Offices". The two (2) people who are on-call for that particular day will not receive overtime unless called out before 8:00 a.m. or after 4:00 p.m. on that day.

23.05 Employees not scheduled but are otherwise called into work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas Day and are subsequently called to work shall be paid at the rate of two (2) times their regular rate of pay for all worked hours, in addition to receiving eight (8) hours holiday pay.

#### **ARTICLE 24 PERSONAL DAY**

24.01 Each full-time employee, after the completion of one (1) year of service, shall be entitled to earn one (1) personal day off per year, which must be taken off prior to the employee's next anniversary date. Employees shall be given one (1) additional personal day off used in conjunction with Thanksgiving, Christmas, or New Years. Scheduling shall be done based on seniority and mutual agreement of the parties.

24.02 Request(s) for personal days off must be made at least one (1) week prior to use unless due to an emergency.

#### **ARTICLE 25 SICK LEAVE**

25.01 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 or injury, or death in the employee's immediate family.

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

25.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one-half (1/2) hour before the start of his work shift each day he is to be absent.

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

25.05 Any absences set forth in section 25.01 of two (2) consecutive work days or less shall automatically be charged against the employee's accumulated sick leave. In the event an employee is absent for more than three (3) consecutive work days, he must supply a physician's note to be eligible for paid sick leave.

25.06 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 an unauthorized leave and shall be without pay.

25.07 Any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action, and further, the Employer may require a physician's verification for each occurrence of sick leave of employees who have established patterned use or abuse of sick leave.

25.08 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.

25.09 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 and children.

25.10 Sick leave payment upon retirement will be the same policy that is in the Medina County Employment Manual and any future updates to said Employment Manual will be inclusive.

25.11 Employees hired after December 31, 2012 sick leave payment upon retirement will be as follows:

	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 26 FUNERAL LEAVE**

26.01 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.

26.02 Immediate family shall be defined as: mother, father, brother, sister, spouse, child, grandchild, 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.

26.03 Additional days shall be chargeable to the employee's sick leave. 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 or sister.

26.04 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.

26.05 All employees will be required to provide written verification of the death such as an obituary or funeral program.

**ARTICLE 27 JURY DUTY LEAVE**

27.01 Each full-time employee summoned to jury duty shall be entitled to his full pay, regardless of his shift, if called to serve and he serves at least four (4) hours of jury duty when called. All compensation received for such jury duty will be submitted to the Sanitary Engineer.

27.02 Employees assigned to second and third shift must serve at least four (4) hours to be paid full pay.

**ARTICLE 28 MILITARY LEAVE**

28.01 Military leave shall be granted in accordance with the military leave sections of the Medina County Personnel Manual and any subsequent updates/revisions of that policy. Employees who have worked for the Employer at least ninety (90) days and who are called for military duty shall continue to receive their regular pay for up to thirty-one (31) days, to a maximum of 176 hours, in any calendar year.

**ARTICLE 29 WAGES AND SALARY SCHEDULE**

29.01 Effective the first pay period of each year, all employees will be paid an hourly wage as indicated in the salary schedule set forth below.

	Start	Probation	One (1) Year	Two (2) Year
2013	\$17.05	\$17.29	\$17.56	\$17.75
2014	\$17.48	\$17.72	\$18.00	\$18.19

29.02 New Hires shall possess a valid Commercial Drivers License Class A (CDL).

29.03 The Employer shall, as long as practical, deduct PERS contributions of employees prior to calculating income tax withholdings.

29.04 Any current Line Maintenance Worker who receives Class 1 Water Distribution License shall receive an additional one dollar (\$1.00) per hour increase to their base rate. Application fee and test fee will be reimbursed only upon evidence from Ohio EPA that exam was passed.

29.05 Any current Line Maintenance Worker who receives Class 1 Wastewater Collection License shall receive an additional seventy-five cent (\$0.75) per hour increase to their base rate. Application fee and test fee will be reimbursed only upon evidence from Ohio EPA that exam was passed.

29.06 Pursuant to the Ohio EPA regulations, any license obtained must be renewed every two (2) years. The Employee is responsible for obtaining the renewal and ensuring a copy is given for their personnel files. The Employer shall reimburse any Line Maintenance Worker for said license renewal fee for a Class 1 Water Distribution License and a Class 1 Wastewater Collection License.

29.07 Any current Line Maintenance Worker who receives a Class 1 Water Distribution License and/or a Class 1 Wastewater Collection license shall be reimbursed by the Employer for costs related to taking the exam. Costs reimbursable by the Employer shall be reimbursed pursuant to the Medina County Travel Policy in effect at the time of reimbursement. Reimbursement shall only be made to current employees who submit copies of checks, or money orders, and/or valid receipts for such costs.

29.08 The Employer will make available training material to all employees who have applied to take either the Class 1 Water Distribution license and/or Class 1 Wastewater Collection license.

29.09 Any current Line Maintenance Worker who receives Certification in a Trenching and Excavation Safety course (Course) shall receive an additional seventy-five cent (\$0.75) increase per hour to their base rate. A renewal of this Certification must be obtained for each year of this contract for purposes of retaining the seventy-five cent (\$0.75) per hour increase to their base rate.

29.09.01 To be eligible for this seventy-five cent (\$0.75) per hour increase, the Line Maintenance Worker shall have: (1.) completed two (2) consecutive years of service; (2.) receive a passing score of seventy percent (70%) or higher; and (3.) provide proof of successful completion of the Course.

29.09.02 The Employer will pay for the eight (8) hour Course for new employees, and the four (4) hour renewal thereafter.

- 29.09.03 An employee failing to obtain a passing score, may elect to repeat the Course following a two (2) month waiting period for which the Employer agrees to pay for the repeated Course. Should the employee fail to secure a passing score in their second attempt, the cost for additional attempts shall be borne by the employee.
- 29.09.04 If an employee fails to obtain a passing score on the renewals, the seventy-five cents (\$0.75) increase granted from the prior year will be deducted from the employee's base rate. In order to get the seventy-five (\$0.75) increase reinstated the employee must complete and successfully pass the eight (8) hour course and all costs will be borne by the employee.
- 29.09.05 Increase to or deductions from the employee's base rate shall become effective at the beginning of a pay period.

29.10 Any current Line Maintenance Worker who receives certification in a Grinder Pump Operations & Maintenance Training Course shall receive an additional twenty-five cents (\$0.25) increase per hour to their base rate.

An eight (8) hour course with test will be provided to all Line Maintenance Workers each year of this contract in order to keep this certification active.

29.11 Employees who test on a scheduled workday shall suffer no loss in pay.

### **ARTICLE 30 LONGEVITY**

30.01 All full-time employees shall receive annual longevity payments for 2013 and 2014 pursuant to the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
Six (6) to Ten (10) years	\$ 500.00
Eleven (11) to Fifteen (15) years	\$ 750.00
Sixteen (16) to Twenty (20) years	\$ 1,000.00
Twenty-one (21) to Twenty-Five (25) years	\$ 1,250.00
Twenty-six (26) years and thereafter	\$ 1,750.00

30.02 When determining length of service, only current, continuous time worked with a Medina County government office will be considered. Payment shall be made by the Employer in one (1) annual installment between the third week of November and the second week of December in each year unless the Employer determines otherwise. Each employee must have reached their complete years of service by January 1 of the calendar year in which the longevity payment is received to receive credit for a full year of service. Prior part-time service will not be used to calculate years of full-time service for this policy. Each employee must be a current full-time employee at the time the longevity check is issued to receive a longevity payment. There will be

no prorating of payments for former employees who have terminated prior to the issuance of the longevity check.

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

### **ARTICLE 31           INSURANCES**

31.01 The Employer shall provide managed health care programs as follows.

31.02 There will be a high benefit plan (Plan 1) with a per person deductible of four hundred (\$400.00) dollars per single or eight hundred (\$800.00) dollars per family. Following the deductible there will be a 80/20 co-pay until the single employee has expended a maximum of two thousand (\$2,000.00) dollars or the family has expended four thousand (\$4,000.00) dollars. After this is met, eligible expenses from a network provider will be full paid. However, if an employee elects to use a doctor or hospital which is out of network, there will be a 60/40 co-pay until the single employee has expended a maximum of four thousand (\$4,000.00) dollars or the family has expended eight thousand (\$8,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of eight hundred (\$800.00) dollars, individual and one thousand six hundred (\$1,600.00) dollars, family.

31.03 The Plans will include a managed prescription drug program wherein drugs are to be purchased at one of many network pharmacies and will include a mandatory mail order program providing twenty-five (\$25.00) dollar, seventy-five (\$75.00) dollar, and one hundred twenty-five (\$125.00) dollar co-pay deductibles. A retail pharmacy program that includes a ten (\$10.00) dollar, thirty (\$30.00) dollar and fifty (\$50.00) dollar co-pay deductibles. Dental coverage will be reduced to cover two (2) exams and two (2) cleanings per benefit period per member covered by the medical plan. A voluntary supplemental dental plan will be offered at a separate cost to employee.

31.04 The inclusion of preventive services mandated under State and/or Federal law pertaining to group health plans will be covered by the plan, at mandated benefit levels, when using in-network providers. Mandated covered services are determined based upon a person's age and may include screenings and tests for diseases, vaccines and immunizations, well baby and well child visits and periodic physical exams.

31.05 The insurance benefits provided in Plan 1 of this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse of dependent.

31.06 Employees shall contribute ten (10%) percent of the plan's actuarially estimated cost each month.

31.07 The Employer agrees to set a cap of fifteen (15%) percent on annual increases to the employees' maximum monthly contribution, as set forth in Section 31.06, if the Employer's

estimated cost for either Plan 1 and/or Plan 2 increases in 2014. If an increase is necessary, it will be effective approximately the first pay period of 2014. Any increase above the fifteen (15%) percent cap, based on the Employer's annual estimated cost, shall be borne by the Employer.

31.08 There will be a lower level benefit plan (Plan 2) with a per person deductible of one thousand (\$1,000.00) dollars per single or two thousand (\$1,500.00) dollars per family. Following the deductible there will be an 80/20 co-pay until the single employee has expended a maximum of two thousand five hundred (\$2,500.00) dollars or the family has expended five thousand (\$5,000.00) dollars. After this is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of the network, there will be a 60/40 co-pay until the single employee has expended a maximum of five thousand (\$5,000.00) dollars or the family as expended ten thousand (\$10,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of two thousand (\$2,000.00) dollars, individual and four thousand (\$4,000.00) dollars, family.

31.09 The health insurance benefits provided in Plan 2 of this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse or dependent.

31.10 The Employer shall provide a group term life insurance policy for each full-time employee in the amount of twenty thousand (\$20,000.00) dollars.

31.11 Employees shall contribute five (5%) percent of Plan 2's actuarially estimated cost each month.

31.12 The spouse of any employee who is eligible to participate or becomes eligible to participate, as a current employee or retiree, in a group health insurance plan sponsored by his/her employer or retirement plan, must enroll with that employer or retirement plan for sponsored group insurance coverage. The spouse's plan will be considered as primary coverage for the spouse. The spouse may opt to additionally enroll in Medina County employee health plan, but the County's plan will only provide secondary coverage, and spousal enrollment will require the employee to contribute to the monthly cost based upon the full funding rates established on an annual basis by Medina County.

This requirement does not apply to any spouse who must pay more than twenty-five (25%) percent of the single premium amount to participate in his/her employer or retirement group health insurance plan.

The Employer will distribute a request for written certification verifying the spouse's eligibility to participate in another group health plan. An employee's spouse will be removed from the Medina County health plan if documentation is not provided within fourteen (14) days of distribution.

It is the employee's responsibility to immediately notify Medina County of any subsequent change in a spouse's eligibility to participate in his/her employer or retirement health plan. If a spouse accepts a new job where coverage is available, he/she must immediately enroll in that plan and the employee must notify Medina County within fourteen (14) days of any change in their spouse's eligibility.

31.12 The Commissioner may contract with another insurance carrier provided the benefits, co-pays, deductibles and maximum out-of-pocket expenses are substantially similar and the Union is given sixty (60) days notice.

**ARTICLE 32            WORK CLOTHING AND SAFETY EQUIPMENT**

32.01 Unless otherwise noted, the Employer shall provide work uniforms, to be worn during work hours, annually to all employees by October 1 of each year. Such annual uniform components shall consist of the following items:

- a. Ten (10) work shirts and/or t-shirts, all with MCSE logo;
- b. One (1) safety lime hooded sweatshirt;
- c. One (1) winter jacket;
- d. One (1) pair of bib overalls (one [1] year the overalls shall be insulated, and the next year the overalls shall be non-insulated);
- e. One (1) pair of concrete boots, as needed;
- f. One (1) pair of clear plastic safety glasses;
- g. Foul weather gear, as necessary.

32.02 The Employer will provide an allowance of one hundred ten (\$110.00) dollars for the purchase of steel toe safety shoes and one hundred fifteen (\$115.00) dollars for blue jeans for all non-probationary employees. Employees seeking reimbursement will file an employer supplied request documented request in July of each year and payment will be made in August.

32.03 The Employer shall replace any of the uniform components outlined in section 32.01 above if they are worn out because of normal use on the job. No replacements or reimbursements shall be made for any item damaged or worn out because of negligence by the employee. The Sanitary Engineer determines when the replacements are necessary.

32.04 Any probationary employee whose employment is terminated shall return all work uniforms and foul weather gear to the Employer. All non-probationary employees whose

employment is terminated must return all foul weather gear. Failure to return any equipment or uniforms shall result in the costs deducted from the employee's last paycheck.

### Safety Equipment

32.05 The Employer shall provide personal and non-personal protective equipment to all employees. Employees who provide their own protective equipment, in whole or in part, shall be responsible for ensuring that such equipment shall get equal or greater protection than that furnished by the Employer.

32.06 It shall be the employee's responsibility to properly use and care for all protective equipment provided by the Employer, whether in whole or in part, in accordance with instructions and training received. Employees failing to comply with any safety provisions shall be subject to disciplinary action.

32.07 Prescription safety glasses shall be provided during even-numbered years and must be obtained through the Union Eye Care Center (Brunswick Office Only) up to the maximum amount listed below (forms available through Supervisor):

Single Vision	\$45.00
Bifocal	\$55.00
Trifocal	\$65.00

### **ARTICLE 33            SAFETY COMMITTEE**

33.01 A Safety Committee shall be established, composed of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. The committee may assist, make recommendations to, and cooperate with, the Sanitary Engineer.

33.02 The Safety Committee shall hold meetings at least quarterly, unless otherwise mutually agreed. In the discharge of its functions, the Safety Committee shall consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of such changes. Should a situation arise where immediate action is required concerning health -or safety, the effected employee(s) shall immediately contact their Union Steward and/or Safety Committee member and their immediate supervisor. If the problem is not resolved, the Sanitary Engineer or his designee shall then be contacted and informed of the problem. The Sanitary Engineer or his designee shall, within ten (10) days, make a decision as to how the problem will be handled. If the decision of the Sanitary Engineer is not acceptable to the representatives of the Union, the problem shall, within ten (10) days of the Engineer's decision, be appealed to the Medina County Commissioners. The Commissioners, or their designee, shall then make a written decision within fifteen (15) days.

**ARTICLE 34            GENDER AND PLURAL**

34.01 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 35            HEADINGS**

35.01 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 of any Article or section.

**ARTICLE 36            OBLIGATION TO NEGOTIATE**

36.01 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 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.

36.02 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 bargain/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 by 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 bargained/negotiated and signed this Agreement.

36.03 Notwithstanding the parties' waiver of negotiations in section 36.02 above, the Employer agrees to provide the Union with reasonable notice before changing any terms or conditions of employment not covered by this Agreement.

**ARTICLE 37            CONFORMITY TO LAW**

37.01 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.

37.02 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 38            LEGISLATIVE APPROVAL**

38.01 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 39            TOTAL AGREEMENT**

39.01 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 discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained. The terms and conditions of this Agreement modify and supersede all similar and related terms and conditions and specifications under the Ohio Revised Code.

**ARTICLE 40            DURATION**

40.01 This Agreement shall be effective January 1, 2013 until midnight, December 31, 2014.

40.02 Either party may give notice to the other not less than sixty (60) days prior to the expiration of this Agreement to start successor negotiations.

**ARTICLE 41            FAMILY MEDICAL LEAVE**

41.01 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:

- 41.01.1 For birth of a son or daughter, and to care for the newborn child;
- 41.01.2 For placement with the employee of a son or daughter for adoption or foster care. Adoption is limited to a child of eighteen (18) years of age or younger unless the child is incapable of self-care because of a physical or mental disability;
- 41.01.3 To care for the employee's spouse, child or parent with a serious health condition;
- 41.01.4 Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- 41.01.5 The County retains the right to require written documentation of the family relationship, when applicable.

41.02 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 of this leave.

41.02.1 The County shall compute the twelve (12) month period as calculated retroactively from the date the leave commences.

41.03 Definitions:

41.03.1 An employee's "spouse" as defined by Ohio law (i.e., unmarried domestic partners are not included). If both spouses are working for the County, their total leave in any twelve (12) month period shall be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a sick parent.

41.03.2 "Child" means a child either under eighteen (18) years of age or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.

41.03.3 "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law."

41.03.4 An employee's right to leave for the birth or adoption of a child ends twelve (12) months after the child's birth or placement with the employee.

41.04 For purposes of Sections 41.01.3 and 41.01.4, a "serious health condition" means an illness, injury, impairment or a physical or mental condition that involves:

- (1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical facility;
- (2) Any period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days, and that also involves continuing treatment by (or under the supervision of) a health care provider; or (3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or a long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or
- (3) Prenatal care by a health care provider.

41.05 Employees may take FMLA leave intermittently or on a reduced leave schedule only when medically necessary because of the employee's own serious health condition or the serious health condition of the employee's spouse, child or parent. If leave is requested on this basis,

however, the County may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

41.06 Upon return from FMLA leave, the employee shall be returned to the position held prior to the leave or an equivalent position.

41.07 The County shall maintain health insurance benefits for the duration of FMLA leave at the level and under the same conditions (including employee premium contributions) and coverage that would have been provided if the employee had continued in active work status for the duration of the leave.

41.08 During an unpaid FMLA leave, subject to Article 16 (regarding accumulation of seniority) an employee shall continue to accrue seniority and shall accrue any employment benefits for the period of the leave that would have been provided if the employee had continued in active work status for the duration of the leave.

41.09 All accrued sick time must be utilized for any FMLA leave taken for any reason which qualifies for sick leave under Article 25 of this Contract. All accrued vacation leave benefits must be substituted for all or part of any unpaid FMLA leave taken after sick leave benefits have first been exhausted or for any FMLA leave for which sick leave is not applicable.

41.10 The following notice and scheduling requirements will apply to FMLA leave requests:

(1) Employees must give thirty (30) days notice to their Supervisor and/or Director before taking FMLA leave, if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee must notify Supervisor and/or Director as soon as is practicable (normally no later than twenty-four (24) hours after the need for the leave becomes known).

(2) If an employee has actual notice of the notice requirement stated in 41.10)(1) above (this requirement of actual notice is fulfilled by posting a notice at the worksite), and fails to provide the County with thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the Department may deny the taking of leave until at least thirty (30) days after the employee provides notice.

(3) Employees shall provide at least verbal notice sufficient to make the Department aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. The County may inquire further of the employee when additional information is needed to determine whether FMLA leave is to be taken.

(4) If an employee takes leave based on the serious health condition of the employee or to care for a family member, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt the Department's operation. If an employee does not initiate discussions with the County to attempt to arrange a mutually agreeable treatment

schedule, the County may initiate such discussions and require the employee to attempt to make such arrangements, subject to the approval of the health care provider.

41.11 The following medical certification requirements shall apply to FMLA leave requests:

(1) Employees who request leave because of their own serious health condition or the serious health condition of a covered family member shall be required to provide a certification issued by the health care provider of the employee or the employee's family member on a form provided by supervision in accordance with Department of Labor regulations.

For the employee's own medical leave, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the employee is unable to perform the functions of the employee's position, and a statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency, and duration of treatment). For leave to care for a seriously ill child, spouse or parent, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the patient requires assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the employee's presence or assistance would be beneficial or desirable for the care of the family member, and an estimate of the amount of time the employee is needed to provide care.

(2) The County will give employees requesting FMLA leave written notice of the requirement for medical certification.

(3) In its discretion, the County may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ, the County, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the employee and the County.

(4) Employees must provide the requested certification to the County within the time frame requested by the County, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. The County must allow at least fifteen (15) calendar days after the County's request for certification.

(5) In most cases, the County shall request that an employee furnish certification from a health care provider at the time the employee requests leave or soon after the leave is requested or in the case of unforeseen leave, soon after the leave commences. The County may request certification or re-certification at some later date if the County has reason to question the appropriateness of the leave or its duration, if circumstances have changed significantly or if any extension of the leave is requested. If the County believes the certification is incomplete, it shall notify the employee and allow an opportunity to correct the deficiency.

In the case of a complete certification which is unclear, the County's Director of Human Resources may, with the employee's permission, contact the employee's health care provider to clarify and authenticate the certification.

(6) All employees who take FMLA leave because of their own serious health condition will be required to provide medical certification of their fitness to report back to work. The County may seek fitness for duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave.

41.12 The County may require an employee on FMLA leave to report periodically on their status and intent to return to work. An FMLA leave will not be granted to permit an employee to accept gainful employment elsewhere, including self-employment. If an employee gives unequivocal notice of intent not to return, the County's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease.

41.13 Leaves that are granted under any other provision of this Contract or under State law, whether paid or unpaid, including sick, disability and injury leave as provided for purposes which are covered under the Family Medical Leave Act, shall be charged as FMLA Leave and shall be subject to the twelve (12) week per year limitation for the length of an FMLA leave.

41.14 The County, in its discretion, may implement the FMLA consistent with the foregoing provisions of Article 41 and in accordance with any Department of Labor regulations which may be in effect from time to time.

## **ARTICLE 42            CIVIL SERVICE LAW**

42.01 No section of the Civil Service Laws contained in Ohio Revised Code, Chapter 124.01 et seq., or Ohio Administrative Code 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 as it relates to employees in the bargaining unit.

## **ARTICLE 43            ALCOHOL AND DRUG POLICY**

43.01 The members will comply with the Medina County Board of Commissioners' Alcohol and Drug Policy with the following exceptions: (1) two managers or a manager 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.

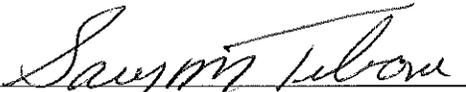
43.02 All CDL drivers shall be subject to Department of Transportation drug testing and all requirements including random drug testing.

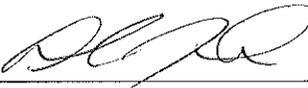
**ARTICLE 44 EXECUTION**

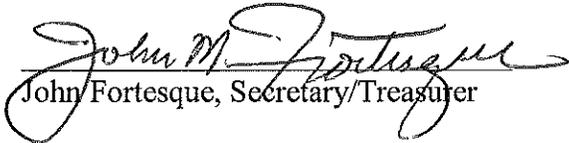
44.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 22 day of January, 2013.

FOR THE UNION:  
Teamsters Local 436

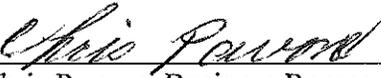
FOR THE EMPLOYER:  
Board of County Commissioners  
County of Medina, Ohio

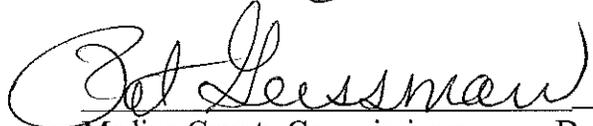
  
\_\_\_\_\_  
Gary Tiboni, President

 22 JAN 13  
\_\_\_\_\_  
Medina County Commissioner Date

  
\_\_\_\_\_  
John Fortesque, Secretary/Treasurer

 01-22-13  
\_\_\_\_\_  
Medina County Commissioner Date

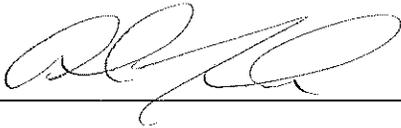
  
\_\_\_\_\_  
Chris Pavone, Business Representative

 01-22-13  
\_\_\_\_\_  
Medina County Commissioner Date

  
\_\_\_\_\_  
For Medina County Prosecutor  
Approved as to Form Only

**MEMORANDUM OF AGREEMENT**

The Medina County Commissioners agree to provide the members of the Teamsters, Local 436 with any increase in wages or increases in other economic benefits such as signing bonus, medical plan or longevity pay received by any other collective bargaining unit whose employees both work directly for the Commissioners and with whom the Commissioners negotiate directly, and that exceeds what is contained in the 2013-2014 Line Maintenance contract



On Behalf of the Medina County Commissioners

22 JAN 13

Date



On Behalf of Teamsters, Local 436

2-5-13

Date