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AN AGREEMENT

between

THE COUNTY OF MEDINA, OHIO
(Child Support Enforcement Agency)

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, 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: 1) 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; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of The County of Medina; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 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 the Medina County Child Support Enforcement Agency (MCSEA) occupying the positions of Clerk 1, Clerk 2, Clerical Specialist, Payment Processor, Support Officer 1 and Support Officer 2; 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 affect 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. Any necessary information regarding employee listings in this provision can be obtained through the County Administrator's Office.

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 the legal status, management or responsibility of such property, facilities, processes or work; 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 workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

4.03 The Employer has no obligation to bargain over its management decisions or the effects of those decisions. This does not limit the Union's right to file grievances over violations of this contract.

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 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 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. The Union shall not contest the Employer's complaint for injunctive relief.

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 DEDUCTION AND AGENCY SHOP

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 Union shall, in the form of an invoice, submit to the Employer a certification of bargaining unit membership indicating total amount to be paid. 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.

6.03 The Employer will deduct dues or initiation fees from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts will 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 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 of race, color, religion, ethnic origin, age, 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 they 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. Upon completion of the probationary period employees shall be considered certified.

8.02 All newly promoted employees will be required to serve a promotional probationary period of one hundred twenty (120) calendar days. During the first ninety (90) days of this period, the Employee shall be able to return to her prior position at her discretion. If the employee chooses to return to her prior position, any other employee(s) moved up because of the promotion shall move back to their prior position(s). At any time during the probationary period the Employer can return the employee to her prior position and this 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. The promotional probationary period shall commence at the time the employee is moved into the new classification.

8.03 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 .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 annually of designated representatives.

9.02 Employee representatives engaged in Union representation or other Union activities on the Employer's property after working hours must receive prior approval from the Employer to be on the Employer's property.

9.03 Non-employee Union representatives must receive the Employer's prior approval to be on the Employer's property.

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 their 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) Consider and discuss health and safety matters relating to employees; (G) Consider recommendations for changes from the Union in the Personnel Handbook; and (H) 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. All disciplinary action will be carried out in a private, business like manner by the Employer, but subject to all records laws.

11.02 Upon prior written notice to the Employer, an employee may review his/her personnel file, except confidential information (e.g., pre-employment reports, etc.). An employee may add memoranda to the file clarifying any documents contained in the file within thirty (30) days of notice by the Employer of the placement of a document in the employee's personnel file and may have a representative of the Union present when reviewing his/her 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 in the employee's personnel file, it shall be marked with respect to final disposition.

11.04 The Employer shall pay mileage at the County rate to its employees when the employee's vehicle is used pursuant to the Employer's policy. The rate will be calculated annually.

11.05 Employees who resign or retire from employment must provide the Employer with a minimum of two (2) weeks notice or be subject to immediate discharge. Employees who provide two (2) weeks notice will not be considered to have resigned or retired until the date specified in the notice. The Employer reserves the right to discharge any employee for cause pending separation or may relieve the employee from duty at any time with pay until the resignation or retirement date.

11.06 Employees who are subject to a threatening, dangerous or violent client may request assistance from a supervisor. The supervisor shall determine if a client is threatening, dangerous or violent. If the supervisor determines a client is not threatening, dangerous or violent, employees may be required to continue working and can file a grievance if they still believe assistance was necessary. The supervisor may also assign another employee to work with the client or assign an additional employee to work with the client.

ARTICLE 12 VACANCIES AND JOB POSTINGS

12.01 The existence of a vacancy shall be determined by the Employer at its discretion. Once a vacancy is found to exist, it shall be posted within seven (7) days thereafter and mailed to any employee laid off in the preceding twenty-four (24) months. Said postings shall remain for a period of seven (7) working days. The posting shall contain the job title of the vacancy, a brief job description and the rate of pay.

If a vacancy occurs in a classification from which one or more bargaining unit employees were laid off in the preceding twenty-four (24) months, the Employer will notify those employees, whether laid off or working in another classification, and fill the vacancy by offering it to the most senior laid off employee. If the employee refuses to return to the former classification, the Employer will not be required to notify that employee about future vacancies. The recalled employee will be returned to the classification from which he or she was laid off to a position chosen by the Director.

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.

12.02 Any employee wishing to apply for the posted vacancy must submit his/her application in writing for the job posting 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. If two (2) or more applicants are equally qualified to fill a position, the more senior employee shall be promoted. If less than two (2) applications are received, or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

12.04 If an employee is required to be Civil Service certified or certified by the Employer, the Employer shall provide the employee written notice of said requirement. Employees shall have twelve (12) months from the time of said notice to become certified. If federal law requires any updates in certification or qualifications for any positions, 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 Civil Service certification examinations relating to their original appointment with the Employer, however, expenses shall be borne by the employee.

12.05 Any employee who, as a result of this Section, is promoted 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 Employees with three (3) or more years of service with the MCCSEA shall be deemed qualified for promotional consideration to positions that would otherwise require the completion of a baccalaureate degree unless the degree is required by State law.

12.08 If the Employer exercises its right to rewrite or revise any job descriptions or qualifications, it will notify the Union of any intended revisions or changes prior to implementation.

ARTICLE 13 LAY-OFF AND RECALL

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

13.02 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, part-time, probationary employees performing bargaining unit work are laid off first.

13.03 Employees who are laid off from one 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 same classification series as set forth below:

Support Officer 2
Support Officer 1
Clerical Specialist
Payment Processor
Clerk 2
Clerk 1

13.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title subject to the conditions set forth in 13.05.

13.05 In all cases where one (1) employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) into another job title is subject to the conditions that he/she is qualified for the position, which included possession of all mandated training required by the Employer, is able to perform the functions and duties of the position to which he/she is attempting to displace (bump) into and the Employer determines the employee is qualified for the position.

13.06 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.

13.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his/her right to recall for two (2) years from the date of his/her lay-off.

13.08 Notice of recall shall be sent to the employee's 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 ten (10) calendar days from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer.

13.09 Employee(s) scheduled for lay-off shall be given a minimum of fourteen (14) calendar days' advance notice of lay-off.

ARTICLE 14 WORKING OUT OF CLASSIFICATION

14.01 If an employee's supervisor specifically relieves an employee from performing the duties of his/her classification and specifically assigns that employee to perform the work of another classification and to assume the responsibilities of that classification, the employee shall be paid the rate of that classification to which he/she is assigned, but not less than his/her rate of pay in his/her current classification. This Article does not apply when employees are not specifically relieved of their job assignments and are merely assisting employees in another classification temporarily or assuming part of the job responsibilities of another classification temporarily.

14.02 If the Employer temporarily assigns an employee to work in a different classification for a period of three (3) months or more, the employee shall be eligible to apply for permanent appointment to that position if it becomes vacant and is posted under Section 12.01.

ARTICLE 15 SICK LEAVE

15.01 Sick leave shall be defined as an absence with pay necessitated by:

1. Illness, injury or pregnancy-related condition of the employee or member of the immediate family;

2. Exposure to a contagious disease which could be communicated to and jeopardize the health of other employees;

3. Medical, psychological, dental, or optical examination, by an appropriate licensed practitioner;

4. Death in the immediate family;

5. Immediate family in paragraphs 1-4 above is defined as: spouse, child, parent, a legal guardian or other person who stands in place of a parent, or any other person who resides with you and for whom you are responsible.

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 (excluding OT) and may accumulate such sick leave to an unlimited amount.

15.03 An employee intending to use sick leave must notify the Employer of the absence as soon as possible, but no later than one-half (1/2) hour after the employee's normal starting time, unless exigent circumstances prevent timely notice. The employee shall report the absence and the reason for the absence to the employee's supervisor or other designated individual.

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

15.05 Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death. An employee absent for more than three (3) consecutive days shall be required to supply a physician's report to be eligible for paid sick leave and may be required by the Employer to be examined by a physician designated by the Department Head and paid by the Employer.

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 report 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 (before or after weekends, holidays, vacation) 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/her 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/her duties or that his/her return to duty will not jeopardize the health or safety of other employees.

15.09 Any full-time employee who has one hundred twenty (120) 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.

15.10 Upon the retirement of an employee who has either ten (10) years or more of continuous service with Medina County, or five (5) years continuous service with Medina County coupled with five (5) or more years of previous documented service with Ohio or any of its political subdivisions and has transferred unused sick leave to Medina County in accordance with established procedures, and who has qualified for retirement benefits from the State of Ohio, shall be entitled to receive a cash payment equal to his/her 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 payment shall not exceed nine hundred and sixty (960) hours. Employees with fifteen (15) years or more of continuous full-time service are entitled to a cash payment for one-half (1/2) of their accrued sick leave to a maximum payment of nine hundred sixty (960) hours.

15.11 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 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 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. It will however allow the employee to continue his/her health insurance and related benefits at his/her expense during the leave. To do this the employee must arrange for and make his/her premium payment(s) directly to the Auditor in a timely manner.

16.09 Authorized leaves of absence without pay will count toward seniority 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 or 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 of 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 Emergency 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 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 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 leave 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 toward seniority, 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 you 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 allotment. This applies only to the duration of the 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: your spouse, parents, children, grandparents, spouse's grandparents, sibling(s), grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

18.03 Additional days shall be chargeable to the employee's sick leave as permitted by Section 15.01(4) and (5).

18.04 If the deceased person is not a member of the immediate family, as defined in Section 18.02, time for funeral leave may be taken and charged to vacation time, or taken without 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, or when subpoenaed to appear before court, public body or commission in connection with County business. A notice confirming court appearance shall be required and should be submitted to the employee's supervisor immediately. Compensation received shall be turned into the Employer and documented.

ARTICLE 20 MILITARY LEAVE

20.01 An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia or other reserve components of the Armed Forces of the United States is entitled to leave of absence, without loss of pay, while on active duty or field training for periods not to exceed a total of 31 calendar days (176 work hours, or 22 work days) in any one (1) calendar year. Compensation received shall be surrendered to the Employer up to the amount of his/her salary.

20.02 An employee entering military service any time after completion of his/her probationary period will be granted military leave without pay for the duration of service. Upon return to civilian status the employee may resume the same or a similar position on the condition that a satisfactory discharge was given and request is made within ninety (90) days of separation from military service.

ARTICLE 21 HOLIDAYS AND PERSONAL DAY

21.01 All full-time employees shall receive the following ten (10) paid holidays per year.

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

21.02 A holiday falling on Sunday will be observed on the following Monday, and a holiday falling on Saturday will be observed on the preceding Friday.

21.03 If a holiday occurs during a period of paid sick or vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation.

21.04 Upon successful completion of the probationary period, each employee shall receive one (1) personal day, which must be taken prior to the employee's one year anniversary date or be forfeited. Each employee shall be permitted to take one (1) personal day following each anniversary date of employment. The personal day must be taken in eight (8) hour increments and used before the next anniversary date or be forfeited.

21.05 Employees shall receive one (1) additional holiday to use between Thanksgiving Day and New Year's Day. Scheduling this day shall be done based on Agency seniority and mutual agreement of the parties.

21.06 In order to receive the holiday, the employee must work their last regularly scheduled workday before the holiday and the first regularly scheduled workday after the holiday, unless the employee provides a doctor's excuse or a signed written statement upon return to work. Vacation days are regularly scheduled workdays for purpose of this Article.

ARTICLE 22 VACATIONS

22.01 All full-time employees shall receive vacation based on years of documented service with the State of Ohio or any of its political subdivisions provided the employee has not previously retired from a recognized State of Ohio Retirement Board. The schedule for accrual of vacation leaves is as follows:

	Accrual Rate/	Max. Carry
Upon Completion of:	Biweekly Pay Period:	(incl. Current accrual)
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 1/4 hour increments.

22.04 Requests for time off submitted from January 1 to May 31 of each calendar year shall be granted on the basis of seniority as defined in Article 29.01 of this Agreement. Requests for time off submitted from June 1 to December 31 of each calendar year shall be granted on a first-come, first-served basis regardless of seniority.

22.05 Any full-time employee with two (2) weeks (80 hours) accrued vacation time may convert one (1) week of vacation (40 hours) to cash. Employees may exercise the option to sell one (1) week vacation time only once per calendar year and must provide thirty (30) days notice

of their intent to relinquish one (1) week vacation in exchange for the cash equivalent. This provision will be suspended for the length of this contract.

ARTICLE 23 WORKDAY AND WORKWEEK

23.01 The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day including one-half (½) hour and excluding one-half (½) hour for meals. The normal starting time for employees shall be 8:00 a.m. unless the Department Head determines otherwise.

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 Flex Time

Employees will work 40 hours per week (NOT per pay period). A form will be devised for the recording of time in and out of the agency every day. You will still be required to FOB in and out of the agency on a daily basis. The available work hours will be 7:00am – 5:30pm.

Examples:

- If you come in 10 minutes late, you can work 10 minutes after to make up the time. i.e., 8:10 a.m.-4:40 p.m.
- If you need to use an hour of sick time on a given day, you can come in an hour early one day or stay an hour late one day to make up the time instead of using an hour of sick time.
- If you are a 4/10 hour day worker and you enjoy taking Wednesdays off, but you were sick on Tuesday, you can come in on Wednesday to make the time up instead of using sick time. Also, you could switch the day that you normally like to take off instead of using vacation time.
- You can work 4 nine hour days and 1 four hour day to obtain 40 hours a week. i.e., M-TH 7:30 – 5:00 and F 8:00 – 12:00 **OR** M 12-4 and T-F 8:00-5:30.
- If you want to leave early one day, you can come in an hour early. Or if you come in an hour late, you can stay an hour late.

You must remember the following in order for the Flex Time to work:

- There must always be coverage in a unit from 8:00 a.m.-4:30 p.m., which are our hours of operation.
- This requires working with your supervisor and other unit members to insure that your unit is working properly.
- You cannot work more than 40 hours per week.

Lunch/Breaks
Lunch hours are from 11:00 a.m.- 2:00 p.m.
Lunch eligibility is as follows:

4 or less hours worked in a day – no lunch time provided.
4 hours to 6 hours worked in a day – lunch optional.
More than 6 hours worked in a day – lunch time required.

If you wish to take lunch, it must be an entire hour. You are paid for a 1/2 an hour by the county.

You will receive two 15 minute breaks, one in each half of the work day.

You **may not** combine lunch or breaks with your starting or quitting times.
i.e., You cannot work from 8-12 and leave for the day and state you are taking lunch from 12-1 and add that onto your time (stating you worked 4.5 hours for the day). You would work from 8-12 and that would be 4 hours worked for the day.

If you wish to count lunch into your scheduled work time, you must go to lunch for the entire hour and then, come back and work at least 1 hour after lunch.
i.e., You work from 8-12, lunch from 12-1, and work from 1-2, leaving at 2 for the day. In this instance, you would have worked 5.5 hours for the day.

23.04 Agency Director agrees to continue the flex time policy for the period of this contract. If circumstances arise that impact the operation of MCCSEA requiring amendment or termination of the policy the Agency Director will notify the Union 14 days in advance and provide an opportunity to be heard.

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 employees discretion, earn compensatory time at the same rate for all hours actually worked in excess of forty (40) hours in any week. 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/her regular hourly rate, providing that the time worked or paid for does not abut the employee's work day.

25.04 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not effect 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/her 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 Child Support 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 for the life of the contract.

Any additional costs as determined by the plan trustees of the Health and Welfare Fund through-out 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 and 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.

ARTICLE 27 COMPENSATION SCHEDULE

27.01 Employees shall be paid according to the Compensation Schedules set forth at Addendum A, attached hereto. Employees will be placed at their appropriate step as of January 1, 2013. Any employee who would be adversely affected by the 2013 rate will be placed at the 2012 rate until they reach their next step. The compensation rates for 2013 shall be effective beginning the first pay period of 2013. The compensation rates for 2014 shall be effective beginning the first pay period of 2014.

27.02 Promoted employees shall be placed in the Compensation Schedule at the lowest step rate for the new job title that results in a minimum four (4%) percent pay increase from the employee's previous rate of pay. The employee will then remain at that step until completing the required number of years to move to the next step.

27.03 Any employee who resigns from the MCSEA and returns to the employee's former job classifications within six (6) months may be placed in the Compensation Schedule according to the amount of time previously served in that job classification.

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

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 with Medina County. It is agreed that years of prior Medina County service will be added for the purposes of calculation longevity payments to the following employees: Kelly Grim, Kristine Haney, Tracy Tober, and Erica Urban. Such amount shall be increased every five (5) years through twenty (20) years of employment pursuant to the following schedule.

Years of Service	Amount
After 5 Years	$ 500
After 10 Years	$1,000
After 15 Years	$1,500
After 20 Years	$2,000

28.02 Employees who retire from employment with Medina County through a State of Ohio retirement system will receive prorated longevity based on how long the employee worked in the year of retirement.

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

ARTICLE 29 SENIORITY

29.01 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.

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

a) He/she resigns;

b) He/she is discharged for just cause;

c) He/she is laid-off for a period of time exceeding twenty-four (24) months;

d) He/she retires;

e) He/she 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;

f) He/she becomes 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;

g) He/she refuses to recall or fails to report to work within ten (10) days from the date the Employer mails the employee a recall notice.

29.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by a lottery drawing each time a situation arises in which seniority will be the deciding factor.

ARTICLE 30 TRAINING

30.01 The Employer will provide any necessary training, schooling or seminars to employees at the Employer's sole discretion so that such employees may acquire further skills and/or ability for their job. The Employer will make every effort to schedule the training during normal working hours. No such training shall be at the expense of the employee unless it is training not required by the Employer.

ARTICLE 31 BULLETIN BOARDS

31.01 The Employer shall provide two bulletin boards for use by the Union at mutually agreed upon locations. The Union shall not post negative or derogatory statements about the Agency or its employees.

ARTICLE 32 HEADINGS

32.01 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 33 GENDER AND PLURAL

33.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in 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 34 LEGISLATIVE APPROVAL

34.01 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 35 CONFORMITY TO LAW

35.01 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.

35.02 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 has not been included herein.

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/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.

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 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 37 TOTAL AGREEMENT

37.01 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.

ARTICLE 38 DURATION

38.01 This Agreement shall become effective January 1, 2013, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2014. All grievances and insurance provisions are prospective only.

ARTICLE 39 DISCIPLINARY PROCEDURE

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

39.02 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.

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

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

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

1. Warning
2. Reprimand

3. Suspension
4.
   a. Short suspension – up to three (3) days
   b. Long suspension – over three (3) days

5. Demotion
6. Discharge

39.06 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.

39.07 Before the Employer issues a suspension or discharge, the employee is to be given a personal opportunity to informally present his/her 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/her opportunity for a meeting if he/she fails to attend the scheduled meeting. His/her discipline will be based on the facts known to the Employer at that time. The Employer shall notify the employee about the demotion, suspension or discharge within a reasonable period of time.

39.08 An employee will receive copies of all materials placed in his/her personnel record. Any material in the employee's personnel record, which has not been seen or signed, by him/her or a copy sent to him/her will not be used against him/her. 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/she has seen it.

39.09 Only suspensions, demotions and termination are arbitrable.

39.10 Discipline will be removed from an employee's file as follows:

Warning	-	9 months
Reprimand	-	9 months
Suspension	-	2 years
Demotion	-	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).

ARTICLE 40 GRIEVANCE PROCEDURE

40.01 Grievance actually occurs or grievant should be reasonably aware.

Informal Step (Supervisor) - Discussion with supervisor and answer in five (5) days.

Step 1 (Director)

1. Written grievance filed with Director within twenty (20) days of when grievance occurs or grievant should be aware.

2. Director meets with grievant within five (5) days after filing.

3. Director must provide written response in five (5) days from meeting

Step 2 (County Administrator)

1. Grievance filed with County Administrator within ten (10) days after Director's Step answer.

2. County Administrator must meet with grievant within ten (10) days after grievance is filed at his/her level.

3. County Administrator submits written report ten (10) days after meeting with grievant.

Step 3 (Arbitration)

1. Demand for arbitration must be made within fourteen (14) days after County Administrator's Step 2 answer. Demand sent to Director.

2. Union and Director select an arbitrator from the following panel:

   a) Robert Stein
   b) Harry Graham
   c) Anna Duval Smith
   d) Nels Nelson
   e) Mitch Goldberg

3. Arbitrator is selected in order of appearance on the panel listed above. Exceptions may be made from the order or selection if the arbitrator cannot accept the appointment and conduct a hearing within 45 days from the time the parties have contacted him/her regarding an arbitration hearing.

4. Upon receipt of Union's letter referring a grievance to arbitration, the Employer shall notify the next arbitrator on the panel of his/her 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.

40.02 Grievance Procedure Definitions

a) Grievance – Written claim by an employee or the Union alleging a violation, misinterpretation or misapplication of the collective bargaining agreement.

b) Grievant – An employee, group of employees or the Union.

c) Day – Workday.

40.03 Grievance Procedure Rules

1) All grievances must be filled out on the "Official Grievance Form."
2) Grievance waived if time lines are not followed. Grievant proceeds to next step if the Employer fails to provide timely answer.

3) Union steward can represent grievant at all levels of grievance procedure. Union president and Union representative can represent grievant at Steps 2 and 3.

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 suspension, demotions and termination are arbitrable.

6) Necessary Union witnesses receive time off with pay to testify at the arbitration hearing.

7) Arbitrator's decision made within his/her 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 split decision. Split decision means the grievance is granted or denied in part.

8) Union stewards receive notice of each grievance hearing, date and the deposition of the grievance at each step.

ARTICLE 41 CIVIL SERVICE LAW

41.01 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 42 ALCOHOL AND DRUG TESTING

42.01 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 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.

ARTICLE 43 JOB SHARING

43.01 The Director may approve a job-sharing partnership with current employees in the same classification and 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.

43.02 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.

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

43.04 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.

43.05 A person accepting a job sharing position will retain full-time seniority based on the individual's number of years of full-time employment. Employees will not accrue full-time seniority while employed in a job sharing position. If an employee in a job sharing position is laid off or if the job sharing position is abolished, he or she may bid on other openings or displace an employee pursuant to Section 13.02 on the basis of their full-time seniority.

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

ARTICLE 44 EXECUTION

44.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed 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

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

1. You are hereby notified that the CSEA proposes to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

2. A pre-disciplinary meeting will be held at _____ on _____ to provide you an opportunity to provide information about the facts underlying the proposed discipline. If you fail to attend, disciplinary action will be decided on the facts known to the CSEA Director.

3. You have certain rights regarding the appeal of the above-proposed disciplinary action. Please read your Union contract regarding those rights.

_____
APPOINTING AUTHORITY

Addendum A

2012												
		Start	After	Probation	After	1 Year	After	2 Years	After	4 Years	After	6 Years
Support Officer 2	15.73	32,718.40	16.37	34,049.60	17.03	35,422.40	17.61	36,628.80	18.24	37,939.20	18.57	38,625.60
Support Officer 1	13.77	28,641.60	14.41	29,972.80	15.06	31,324.80	15.66	32,572.80	16.30	33,904.00	16.63	34,590.40
Clerical Specialist	11.87	24,689.60	12.53	26,062.40	13.16	27,372.80	13.76	28,620.80	14.38	29,910.40	14.72	30,617.60
Payment Processor	11.18	23,254.40	11.83	24,606.40	12.48	25,958.40	13.06	27,164.80	13.69	28,475.20	14.03	29,182.40
Clerk 2	10.04	20,883.20	10.69	22,235.20	11.32	23,545.60	11.92	24,793.60	12.56	26,124.80	12.88	26,790.40
Clerk 1	9.29	19,323.20	9.92	20,633.60	10.59	22,027.20	11.18	23,254.40	11.81	24,564.80	12.14	25,251.20

2013												
		Start	After	Probation	After	1 Year	After	2 Years	After	4 Years	After	6 Years
Support Officer 2	15.26	31,740.80	15.87	33,010.43	16.51	34,330.85	17.17	35,704.08	17.85	37,132.25	19.03	39,582.40
Support Officer 1	13.67	28,433.60	14.22	29,570.94	14.79	30,753.78	15.38	31,983.93	15.99	33,263.29	17.05	35,464.00
Clerical Specialist	12.10	25,168.00	12.58	26,174.72	13.09	27,221.71	13.61	28,310.58	14.16	29,443.00	15.09	31,387.20
Payment Processor	11.53	23,982.40	11.99	24,941.70	12.47	25,939.36	12.97	26,976.94	13.49	28,056.02	14.38	29,910.40
Clerk 2	10.59	22,027.20	11.01	22,908.29	11.45	23,824.62	11.91	24,777.60	12.39	25,768.71	13.20	27,456.00
Clerk 1	9.98	20,758.40	10.38	21,588.74	10.79	22,452.29	11.23	23,350.38	11.68	24,284.39	12.44	25,875.20

2014												
		Start	After	Probation	After	1 Year	After	2 Years	After	4 Years	After	6 Years
Support Officer 2	15.26	31,740.80	15.87	33,010.43	16.51	34,330.85	17.17	35,704.08	17.85	37,132.25	19.51	40,580.80
Support Officer 1	13.67	28,433.60	14.22	29,570.94	14.79	30,753.78	15.38	31,983.93	15.99	33,263.29	17.48	36,358.40
Clerical Specialist	12.10	25,168.00	12.58	26,174.72	13.09	27,221.71	13.61	28,310.58	14.16	29,443.00	15.47	32,177.60
Payment Processor	11.53	23,982.40	11.99	24,941.70	12.47	25,939.36	12.97	26,976.94	13.49	28,056.02	14.74	30,659.20
Clerk 2	10.59	22,027.20	11.01	22,908.29	11.45	23,824.62	11.91	24,777.60	12.39	25,768.71	13.53	28,142.40
Clerk 1	9.98	20,758.40	10.38	21,588.74	10.79	22,452.29	11.23	23,350.38	11.68	24,284.39	12.75	26,520.00