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LABOR AGREEMENT

between

THE COUNTY OF MEDINA, OHIO
(Assistant Public Defenders)

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' Public Defender's Agency (Agency) , hereinafter referred to as the "Employer," and Teamsters Union Local No. 293, hereinafter referred to as the "Union."

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment as provided by the Ohio Public Employee Collective Bargaining Law, for all full-time and regular part-time Assistant Public Defenders employed in Medina County Public Defenders Agency, (hereinafter employee(s)) excluding all management-level employees, confidential employees and all casual part-time, seasonal and temporary (not provisional) employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law. Listing the classifications above does not effect the Employer's right to add or reduce classifications, to make assignments between classifications, or to assign work to non-bargaining unit personnel.

3.02 In the event of a substantial change of duties of a position or if a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing, if the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within thirty (30) calendar days from the Union's notification to the Employer, if the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the provisions of Revised Code 4117 and attendant rules and regulations shall govern. A "substantial change" of duties means the employee's core responsibilities have been changed by fifty percent (50%) or more.

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

ARTICLE 4

MANAGEMENT RIGHTS

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

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

ARTICLE 5

NO-STRIKE

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

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

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

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

ARTICLE 6

DUES DEDUCTIONS

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

6.02 The initiation fees or dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The initiation fee will be deducted at the end of the one hundred twenty (120) day probationary period, at twenty-five (\$25.00) dollars per month. Union dues will be deducted after the 61st day of employment. The Union shall, in the form of an invoice, submit to the Employer a certification of bargaining unit membership indicating total amount to be paid.

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

6.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

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

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

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

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

ARTICLE 7

NON-DISCRIMINATION

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

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

7.03 The Employer shall not solicit bargaining unit members to make political contributions or to support any political candidate, party or issue.

ARTICLE 8

PROBATIONARY PERIOD

8.01 All new employees will be required to serve a probationary period of one hundred twenty (120) calendar days. During such period, the Employer shall have the sole discretion to discipline or discharge the employee(s), and any such action shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review, or to any Civil Service Commission. The probationary period may be extended, by mutual agreement between the parties, not to exceed an additional thirty (30) calendar days. Upon completion of the probationary period, employees shall be considered certified.

8.02 An employee who quits or is terminated while on probation and is later rehired shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above.

ARTICLE 9

UNION REPRESENTATION

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

9.02 Upon request, the Employer will provide a room for members to meet with the bargaining representatives from Local 293, and use of office email and facsimile machines, if available, for Union business. The meeting time and equipment use may not interfere with the duties and obligations of the Agency.

9.03 The Employer will provide the Union with a list of members who have paid Union dues or fair share fees.

9.04 The County will make the collective bargaining agreement available online and provide one (1) copy to each employee upon request during the contract term.

ARTICLE 10 LABOR/MANAGEMENT COMMITTEE

10.01 Once each quarter, in the interest of sound labor/management relations, the Employer or Union may request to meet on a specifically designated day and time. The Chief Public Defender and/or designee(s) shall meet with not more than two (2) 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 meeting by the party calling the meeting. The agenda will state the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purposes for such meetings shall be to: (A) discuss the administration of this Agreement; (B) notify the Union of changes made by the Chief Public Defender which affect bargaining unit members of the Union; (C) discuss grievances which have not been processed beyond the Chief Public Defender's step of the grievance procedure, providing such discussions are mutually agreed to by the parties; (D) disseminate general information of interest to the parties; (E) discuss ways to increase productivity and improving efficiency; (F) to consider and discuss health and safety matters relating to employees; (G) to consider recommendations from the Union for changes from the Union in the Public Defender's Agency Policy Handbook; and (H) to discuss Work Schedules.

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

10.04 Unless mutually agreed otherwise, such meetings shall be during working hours.

ARTICLE 11 EMPLOYEE RIGHTS

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

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

11.03 If a complaint is investigated and placed on the employee's personnel file, it shall be marked with respect to final disposition. An employee will be notified if a document that is critical of the employee's work performance is placed in the personnel file.

11.04 Employees who resign or retire from employment must provide the Employer with a minimum of two (2) weeks' notice to 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.

11.05 Employees who are subject to a threatening, dangerous or violent client may request assistance from the Chief/Public Defender. The request will be made in writing outlining the threatening circumstances and the Chief Public Defender, at his or her discretion, will take appropriate steps.

11.06 The Employer will designate staff restrooms for the use of employees where possible.

11.07 The Employer shall post this agreement and any applicable employment manual for on-line reviewing and provide employees one copy upon request.

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 posting 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 and one or more bargaining unit employees were laid off in the preceding twenty-four (24) months, the Employer will notify those employees and fill the vacancy by offering it to the most senior laid off employee. If the employee refuses to return, 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.

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 application in writing for the job posting by the end of the posting period in order to be considered for the position.

12.03 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.

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

ARTICLE 13 SENIORITY

13.01 Bargaining unit seniority shall be defined as an employee's uninterrupted length of continuous employment with the Medina County Public Defender's Agency. A probationary employee shall have no seniority until the satisfactory completion of the probationary period which will be added to their total length of continuous employment.

13.02 An employee's seniority shall be terminated when one (1) or more of the following occur: the employee resigns; is discharged for just cause; is laid-off for a period of time exceeding twenty-four (24) months; retires; fails to report to work for more than three (3) working days without having given the Employer advance notice of his/her pending absence, unless physically unable to do so as certified by the appropriate authority; is unable to perform job duties due to illness or injury and is unable to return to work upon expiration of any approved leave; refuses a recall or fails to report to work within ten (10) working days after the date the Employer sends the employee a recall notice.

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

ARTICLE 14 LAYOFF AND RECALL

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

14.02 Employees within affected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first, provided that all students, temporary, seasonal, part-time, probationary employees performing bargaining unit work are laid off first.

14.03 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 layoff.

14.04 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.

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

ARTICLE 15

SICK LEAVE

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

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

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 increments.

15.05 Before an absence may be charged against accumulated sick leave, the Chief Public Defender may request a statement from the employee stating that the sick leave was for any of the reasons listed in Section 15.01. An employee absent for more than three (3) consecutive days may 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 Chief Public Defender and paid by the Employer.

15.06 If an employee fails to submit a doctor's certification required in Section 15.05, such leave may be considered an unauthorized leave and shall be without pay.

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

15.08 The Chief Public Defender may require an employee who has been absent due to personal illness or injury, prior to and as a condition of returning to duty, to be examined by a physician designated and paid by the Employer, to establish that the employee is able to perform the job duties and that a return to duty will not jeopardize the health and safety of other employees.

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

15.10 Any full-time employee who has two hundred forty (240) hours or more of accumulated sick leave may redeem sixteen (16) hours of unused sick leave for the cash equivalent and eight (8) hours of unused sick leave for either eight (8) hours of personal time or the cash equivalent.

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

15.12 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, full time continuous service.			

15.13 A sick leave donation program is hereby established to allow employees to donate sick days to fellow employees who have been injured on duty or have a prolonged illness and who have exhausted all sick leave and need to extend their sick leave for up to thirty (30) additional days. Employees must have at least three hundred (300) hours of sick leave accumulated at the time of their injury and must have exhausted all available paid leave to be eligible for sick leave donation. The Chief Public Defender, in his/her sole discretion, may allow sick leave contributions for newly hired employees with less than three hundred (300) hours of accumulated sick leave.

15.14 An employee or someone on behalf of the employee may request sick leave donations from fellow bargaining unit members. The request will be made in writing to the Chief Public Defender. The Chief Public Defender will then post a notice for ten (10) working days informing employees about the request for sick leave donations. Donations may be made in writing up to ten (10) days after the notice is posed.

15.15 An employee may donate up to sixteen (16) hours of sick leave to a specific recipient by signing and submitting a Sick Leave Donation Form to the Chief Public Defender donating up to sixteen (16) hours per form. Only sixteen (16) hours per employee per recipient can be donated in a calendar year.

15.16 The recipient shall retain all donated sick leave.

ARTICLE 16 UNPAID PERSONAL LEAVE OF ABSENCE

16.01 The Employer may grant a leave of absence without pay to an employee for any personal reason or disability illness, injury or condition. Personal leave has a maximum duration of six (6) months and may not be extended; however, an employee 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 assigned duties.

16.02 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 Chief Public Defender 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 the employee will be returned to the same or a similar position within the prior classification. The employee may return from leave early if the Employer agrees.

16.04 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.

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

16.06 The employee will be required to use all accrued paid leave and compensatory time before taking leave without pay.

16.07 The Employer will not provide benefits to employees on unpaid leave of absence. It will however allow the employee to continue health insurance and related benefits at the employee's expense during the leave. To do this the employee must arrange for and make the required premium payments directly to the Auditor in a timely manner.

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

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

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

ARTICLE 18 FUNERAL LEAVE

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

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

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

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

ARTICLE 19 JURY AND COURT TIME

19.01 During regular working hours, employees will be given time off without loss of pay when performing jury duty, when subpoenaed to appear before court, public body, or commission in connection with County business. A notice confirming court appearance shall be required and 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 thirty-one (31) calendar days (one hundred seventy-six [176] work hours or

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.

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

25.05 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 25.03. However, the Agency will 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.

25.06 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.

25.07 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.

25.08 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.

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

25.10 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.

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

ARTICLE 26 SALARY SCHEDULE

26.01 Employees will be compensated as set forth in the following schedule:

- a) Commencing on the first pay period including January 1, 2013, all employees holding the position of Assistant Public Defender will be paid as follows:

	<u>Hourly</u>	<u>Yearly</u>
Start	\$16.98	\$35,276.80
After 1 year	\$18.46	\$38,396.80
After 2 years	\$19.96	\$41,516.80

- b) Commencing on the first pay period including January 1, 2014, all employees holding the position of Assistant Public Defender will be paid as follows:

	<u>Hourly</u>	<u>Yearly</u>
Start	\$17.38	\$36,150.40
After 1 year	\$18.92	\$39,353.60
After 2 years	\$20.46	\$42,556.80

26.02 At the sole discretion of the Employer, a newly hired employee with experience of an appropriate nature may be hired at a rate determined by the Employer and the prospective employee, but no less than the contractual starting rate, nor more than the highest contractual rate.

26.03 The Employer shall pay for the cost for Supreme Court registration fees and for notary fees, if necessary.

26.04 Employees driving personal vehicles for work-related duty shall be reimbursed at the rate of \$08.5 less than the established IRS rate. The Employer shall adjust the reimbursement rate every six (6) months during the term of this contract based on the IRS rate then in effect. (Example: if the July 1, 2013 IRS rate is \$.52 per mile, the employer shall pay \$.435 per mile).

ARTICLE 27

LONGEVITY

27.01 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 service of prior Medina County service will be added for the purposes of calculating longevity payments. Such amount shall be increased every five (5) years through twenty-five (25) years of employment pursuant to the following schedule:

<u>Length of Service</u>	<u>Amount</u>
After Five (5) Years	\$500.00
After Ten (10) Years	\$800.00
After Fifteen (15) Years	\$1,200.00
After Twenty (20) Years	\$1,600.00
After Twenty-Five (25) Years	\$1,750.00

27.02 Longevity payments shall be made on the employee’s anniversary date. Longevity shall be prorated on separation of employment.

27.03 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.

27.04 Longevity will not be earned or paid to employees hired after January 1, 2013.

ARTICLE 28

DISCIPLINARY PROCEDURE

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

28.02 All employees shall have the following rights:

- a) An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- b) An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect their hours, wages or working conditions as a result of the exercise of their rights under this procedure.

28.03 The discipline process is commenced by the service of a Notice of Charges on both the employee and the Union advising the employee of the specific facts for which discipline is being imposed noting a reference to dates, times, and places where possible, specify the proposed discipline and shall be accompanied by a written statement advising that:

- a. the employee has the right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;

- b. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step: and
- c. the employee is entitled to representation by a Union representative at every step of the proceeding.

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

28.05 Discipline shall be imposed only for just cause.

28.06 Records of discipline contained in a personnel file may not be used in the consideration of future discipline under the following time frames:

- a. Reprimands: One year after completion of any appeal process.
- b. Suspensions of less than three days: Two years after completion of the appeal process.
- c. Suspensions of more than three days: Three years after completion of appeal process.

28.07 Disciplinary actions will remain subject to consideration if the employee receives a subsequent disciplinary action within the above time frames until all limitation periods are exhausted.

28.08 Where the Chief Public Defender seeks to impose a suspension without pay, a demotion or removal from service, Notice of the Charges shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

28.09 The following procedures shall apply to disciplinary actions:

- a. The Chief Public Defender the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Chief Public Defender shall hold an informal meeting with the employee and representatives, if requested by the employee, within ten (10) days after service of the Charges for the purpose of discussing the resolution. The specific nature of the matter will be addressed. The charged party will be permitted to offer any explanation or present any evidence to the Chief Public Defender to rebut the Charges. The Chief Public Defender may offer to adjust a proposed disciplinary penalty. The employee must be advised before the meeting that they are entitled to representation by the Union during the initial discussion.

- b. If a mutually agreeable settlement is not reached at the informal meeting, the Chief Public Defender shall, within ten (10) working days after service of the Notice of Charges, prepare a formal Notice of Discipline and present it to the employee and the Union. If there is no informal meeting or it is waived, the Chief Public Defender may prepare the Notice of Discipline and present it to the employee and the Union. The Notice of Discipline will contain a determination of the charges and inform the employee what discipline is being rendered. The Notice of Discipline will include advice as to the employee's rights in the disciplinary procedure and the right to representation.
- c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or appeal the Chief Public Defender's decision by filing a grievance at Step 1 of the Grievance Procedure. The grievance must be filed within ten (10) working days after receipt of the Notice of Discipline. The employee has the right to discovery after receiving the Notice of Discipline, but prior to the Step 1 Grievance hearing.

28.10 Discipline for minor violations will be dealt with in a progressive corrective manner. Discipline for more serious infractions may result in suspension or termination on the first offense depending on the severity of the infraction.

28.11 Discipline shall not be implemented until either:

- a. the matter is settled, or
- b. the employee fails to file a grievance within the time frames provided by this procedure, or
- c. the penalty is upheld by an arbitrator or a different discipline is determined by the arbitrator, or
- d. a suspension without pay or termination may be imposed concurrent with or subsequent to a decision rendered at Step 1 of the Grievance Procedure.

28.12 The Employer may, at its discretion, suspend an employee with pay at any time during the process.

28.13 The following rules will apply to the disciplinary procedure as well as a subsequent appeal, if any, to the Grievance Procedure or Arbitration.

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

- b. A failure to file a grievance within the above time limits shall be construed as an agreement with the discipline rendered. All subsequent appeal rights shall be deemed waived.
- c. All reprimands, including verbal, shall be reduced to writing and placed in the employee's personnel file.
- d. There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.
- e. The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion, or discharge) to any Civil Service Commission or State Personnel Board of Review.
- f. All levels of discipline shall be sent to the bargaining representative at Teamsters Local 293.

ARTICLE 29

GRIEVANCE PROCEDURE

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

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

- a. Grievance: A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Aggrieved Party: The "aggrieved party" shall be defined as an employee or group of employees within the bargaining unit or the Union.
- c. Party in Interest: A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d. Days: A "day" as used in this procedure shall mean workday.

29.03 In order to resolve grievances at the lowest step and in the simplest manner, any employee may discuss a potential grievance with the Chief Public Defender. If possible, the Chief Public Defender will resolve the grievance. If the grievance cannot be resolved, the employee must prepare a formal written grievance and file it with the Chief Public Defender no later than ten (10) days after the occurrence of a grievable event or within ten (10) days after the employee should reasonably have known of the grievable event.

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

- a. The formal written grievance shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known, to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. If a grievance affects a group of employees working in different work locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2.
- c. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief Public Defender and having the matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that a grievance is adjusted without formal determination, the adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. The adjustment shall not create a precedent or be used by the Employer in future proceedings.
- d. This Grievance Procedure shall be the sole and exclusive method and procedure used in resolving any dispute arising from this Agreement.
- e. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- f. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- g. All decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

Step 1:

If the dispute is not resolved informally, it shall be reduced to writing by the aggrieved party and presented as a formal written grievance to the Chief Public Defender within ten (10) days after the occurrence of a grievable event or within ten (10) days after the employee should reasonably have known of the grievable event. The Chief Public Defender shall convene a hearing within ten (10) days after receiving the formal written grievance. The hearing will be

held with the aggrieved party and a Union representative, if requested. The grievant may present any evidence or testimony to rebut the charge. The Chief Public Defender shall issue a written decision to the Union and copy to the employee within ten (10) days after the hearing.

Step 2:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the County Administrator within ten (10) days from the date the decision is rendered in Step 1. Copies of the written decisions shall be submitted with the appeal. The Administrator or assigned designee shall convene a meeting within ten (10) days after receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for rendering a proper decision. The Administrator or designee shall issue a written decision to the employee, with a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the Union is not satisfied with the decision at Step 2, the Union may proceed to arbitration pursuant to Arbitration Procedure.

ARTICLE 30

ARBITRATION PROCEDURE

30.01 In the event a grievance is unresolved after being processed through both steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default, then within ten (10) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within ten (10) days after submitting its notice of appeal to arbitration, the parties will meet to select an arbitrator under Section 30.07. If the parties cannot mutually agree to the selection of an arbitrator, then the arbitrator shall be selected by the strike method from the permanent panel set forth in Section 30.07. The names will be stricken alternately, with the Union striking first, until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

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

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

30.04 The hearing or hearings shall be conducted under the Rules of Voluntary Arbitration of the American Arbitration Association.

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

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

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

ARTICLE 31 CIVIL SERVICE LAW

31.01 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 32 ALCOHOL AND DRUG TESTING

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

ARTICLE 33 BULLETIN BOARDS

33.01 The Employer shall provide bulletin board space 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 34 HEADINGS

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

ARTICLE 35 GENDER AND PLURAL

35.01 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

ARTICLE 40

DURATION

40.01 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.

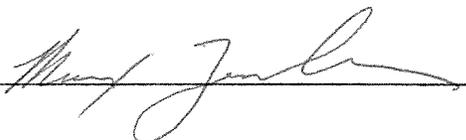
ARTICLE 41

EXECUTION

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 25 day of February, 2014.

FOR THE UNION:
Teamsters Union Local 293

FOR THE EMPLOYER:
Medina County Public Defender Agency




Chair
