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LABOR AGREEMENT

between

**MEDINA COUNTY, OHIO
(MAINTENANCE DEPARTMENT)**

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1**

**EFFECTIVE: January 1, 2015
EXPIRES: December 31, 2016**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Preamble.....	1
2	Purpose and Intent.....	1
3	Recognition.....	1
4	Dues Deduction.....	2
5	Management Rights.....	3
6	No Strike.....	3
7	Non-Discrimination.....	4
8	Probationary Period.....	4
9	Union Representation.....	4
10	Visitations.....	5
11	Bulletin Boards.....	5
12	Vacancies and Job Postings.....	5
13	Discipline.....	6
14	Grievance Procedure.....	8
15	Seniority.....	11
16	Layoff and Recall.....	11
17	Hours of Work.....	12
18	Overtime Pay.....	13
19	Unpaid Leave.....	13
20	Vacations.....	14
21	Holidays.....	15
22	Personal Day.....	16
23	Sick Leave.....	16
24	Funeral Leave.....	17
25	Jury Duty Leave.....	18
26	Call-In Pay/Emergency Closing.....	18
27	Wages and Salary Schedule.....	19
28	Shift Differential.....	21
29	Longevity.....	21
30	Insurances.....	22
31	Work Clothing.....	22
32	Safety Equipment.....	22
33	Gender and Plural.....	23
34	Headings.....	23
35	Obligation to Negotiate.....	23
36	Conformity to Law.....	24
37	Legislative Approval.....	24
38	Total Agreement.....	24
39	Family Medical Leave.....	24
40	Duration.....	24
41	Civil Service Law.....	25
42	Alcohol and Drug Testing.....	25
43	Execution.....	26

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 Service Employees International Union, Local 1, hereinafter referred to as the “Union.

1.02 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; 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 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; 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 State Employment Relations Act, for all full-time employees of the Medina County Maintenance Department occupying the classifications of Maintenance Repair Worker 1, 2 & 3, Electrician, and Custodial Worker. All other employees of the Employer are excluded from the bargaining unit.

Listing the classifications herein has no effect on management’s right to add or abolish classifications or to assign work between classifications or to non-bargaining unit members. The Employer shall not assign bargaining unit work to non-bargaining unit Medina Maintenance Department employees to eliminate an existing bargaining unit member’s position.

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

3.03 This Agreement shall not apply to employees working forty (40) hours or less per bi-weekly pay period.

ARTICLE 4 DUES DEDUCTIONS

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

4.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made. Such information shall be transmitted electronically in a common commercially-available electronic format specified by the Union, and shall include the employee’s full name, wage rate, work site address, hire date, hours worked in a month for which payment has been made, home or mailing address, home phone number, e-mail address, and amount of dues paid during the current month of payment.

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

4.04 Any 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.

4.05 Fair share fee deductions shall be automatic and not require the written authorization of the employee. The Union shall certify the exact dollar amount of the dues and agency fee deductions.

4.06 The Employer agrees to deduct and transmit to SEIU Local 1, on a monthly basis, contributions to SEIU Committee on Political Education (COPE) deducted from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. Payroll deductions for SEIU COPE contributions may also be authorized through recorded telephone conversations in accordance with the procedures outlined in Federal Election Commission (FEC) Advisory Opinion 2013-12 (9/12/2013). The transmittals of SEIU COPE contributions shall be made based on a monthly invoice received from the Union which shall contain the names of the Employees and the amount to be deducted from the Employees’ wages who are participating in the voluntary COPE deduction program. No fees, penalties or late charges may be assessed without written notice from the Union.

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

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: (a) hire, discharge, transfer, suspend, and discipline employees; (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 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; and (o) terminate or eliminate all or any part of its work or facilities.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer. The Employer has no obligation to bargain over its decisions or the effect of those decisions

ARTICLE 6 NO STRIKE

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

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

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

6.04 The County shall not lockout any employees for the duration of this Agreement.

ARTICLE 7 NON-DISCRIMINATION

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

7.02 Non-disciplinary grievances filed under this Article may only be processed to Step 4 of the grievance procedure; then may not be arbitrated.

ARTICLE 8 PROBATIONARY PERIOD

8.01 All newly hired employees with verifiable credentials or license applicable to the position shall be required to serve a probationary period of ninety (90) calendar days. All newly hired employees without verifiable credentials or license will be required to serve a probationary period of one hundred and twenty (120) calendar days.

During such probationary period, the Employer shall have the sole discretion to discipline or discharge such employee(s), and any such action shall not be appealable through a grievance or appeal procedure, through the State Personnel Board of Review. The probationary period may be extended by mutual agreement of the employee, the Union and the Employer up to an additional sixty (60) days.

8.02 All newly promoted employees will be required to serve a promotional probationary period of ninety (90) days. During such period, the Employer shall have the sole discretion to demote such employee(s) to their previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission or State Personnel Board of Review.

ARTICLE 9 UNION REPRESENTATION

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

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

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

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

ARTICLE 10 VISITATIONS

10.01 The business representative of the Union shall be permitted to enter its member's general work locations during such member's working hours upon advance notice to and approval of the Employer, which shall not be unreasonably withheld. At no time shall any such visitations interfere with the work requirements of any employee(s) or disrupt or interfere with the operations of the Employer, unless expressly permitted by the Employer.

ARTICLE 11 BULLETIN BOARDS

11.01 The Employer shall allow the Union to supply bulletin boards where appropriate throughout buildings. The Union shall be responsible for the care, maintenance, and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 11.02 below.

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

ARTICLE 12 VACANCIES AND JOB POSTINGS

12.01 When a job vacancy or vacancies occur within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies. Said postings shall remain posted for a period of seven (7) calendar days. The announcement shall contain the job title of the vacancy, a brief job description of the minimum requirements of the job, and the rate of pay.

12.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Maintenance Superintendent 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 as determined by the Employer. In the event two or more employees are rated equal by the Employer, then seniority shall govern.

12.04 The employer agrees to post any vacant non-bargaining positions within the department.

ARTICLE 13

DISCIPLINE

13.01 The Employer will not discipline a non-probationary employee without just cause and will be in accordance with department policy.

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

Written Warning	-	6 months
Written Reprimand	-	9 months
Short Suspension	-	1 year (Five (5) days or less)
Long Suspension	-	2 years (Six (6) days or more)
Termination	-	Permanent

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

13.03 Any non-probationary employee who is disciplined, including suspension or discharge, shall be given a written notice of such disciplinary action, stating the reason(s) for the disciplinary action. The notice shall be distributed to the employee within forty-eight (48) hours after the Employer’s decision to discipline the employee. The Union Steward shall be provided a copy of the notice. No non-probationary employee shall be disciplined without just cause.

13.04 Employees whose disciplinary action is to be a suspension without pay or discharge shall not have such action implemented until the conclusion of Step 3 of the Grievance Procedure.

All grievances relating to disciplinary actions shall commence at Step 4 of the Grievance Procedure. Verbal and written reprimands shall not be appealable or grievable under the Disciplinary Procedure and Grievance Procedure of this Agreement.

13.05 Notwithstanding any other provisions of this Agreement or other Employer personnel policies, all matters relating to disciplinary actions affecting a non-probationary employee shall be subject solely to the Grievance Procedure herein contained. No disciplinary actions shall be appealable to any Civil Service Commission or State Personnel Board of Review.

13.06 TIME CARDS

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

13.07 LATE

13.07.1 Late is defined as any unexcused incident where the employee reports to work after their scheduled starting time and shall be known as an “occurrence” for tracking purposes.

13.07.2 Tracking will be evaluated on a “rolling” six (6) month basis commencing with the date of the first occurrence.

13.07.3 A “rolling” six (6) month period is defined as the period of time beginning on the date of the first occurrence and ending when that same date is reached six months later.

Example: *Lateness occurs on March 2, 2013 and will remain active for tracking purposes until September 2, 2013.*

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

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

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

Example: Employee’s rolling calendar starts March 14, 2013 for being late. The employee is also late on April 20, 2013 and June 25, 2013. These total three occurrences and a written warning is issued.

As of September 14, 2013 one (1) occurrence drops off leaving a total of two (2) occurrences. The next occurrence that is supposed to drop off would be on October 20, 2013; however there is another late on October 1, 2013. The employee is now back up to three (3) occurrences and a second written warning is issued.

On October 20, 2013, one (1) occurrence drops off taking this employee back to two (2) occurrences. The next occurrence that is supposed to drop off would be on December 25, 2013; however, this employee is late on November 5, 2013, which takes him back up to 3 occurrences. Because there were two written warnings issue at the same level the next higher level of discipline would be imposed (written reprimand).

13.08 Failure to punch in or out

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

13.08.2 Progressive discipline shall be imposed for additional instances:

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

ARTICLE 14

GRIEVANCE PROCEDURE

14.01 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 at all stages of the Grievance Procedure.

14.02 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 alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
- b. Aggrieved party - The ‘aggrieved party shall be defined as the Union or any employee or group of employees within the bargaining unit actually filing a grievance.
- c. Party in Interest - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d. Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

- a. Except at Step 1, all grievances shall include: (1) the name and position of the aggrieved party; (2) the identity of the provisions of this Agreement involved in the grievance, if known; (3) the time and place where the alleged events or conditions constituting the grievance took place; (4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and (5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c. if a grievance affects a group of employees working in different occasions, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d. The preparation and processing of grievances shall be conducted only during non-working hours, except as otherwise provided in this Agreement.

- e. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement, In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final.
- f. This Grievance Procedure, hereby established, shall be the sole and exclusive method and procedure to be used in resolving any and all disputes arising from this Agreement as defined in paragraph 14.02, above.
- g. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

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

Step 1: An employee who believes he may have a grievance shall notify his immediate Supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his steward, if any, and presented as a grievance to the Plant Supervisor within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor fails to give the aggrieved party an answer. The Plant Supervisor shall give his answer to the aggrieved party, with a copy to the aggrieved party's steward, if any, within five (5) days of the receipt of the written grievance.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the aggrieved party's Department Head or designee within five (5) days from the date of the rendering of the decision in Step 2.

Copies of the written decision shall be submitted with the appeal. The Department Head or designee shall convene a meeting within ten (10) days of the receipt of

the appeal, The meeting will be held with the aggrieved party and his business agent, if he requests one, The Department Head or designee shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's business representative, if any, within fifteen (15) days from the date of the meeting.

Step 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the County Administrator within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The County Commissioners or designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his business agent, if any, and any other party necessary to provide the required information for the rendering of a proper decision.

The County Administrator or designee shall issue a written decision to the employee, with a copy to the employee's business agent, if any, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained. However, the Executive Board, upon due consideration, may deny approval for the submission of any matter to arbitration.

14.05 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within fourteen (14) days after the rendering of the decision at Step 4 or a time limit default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this fourteen (14) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members' names will be stricken alternately (Union striking first) until one (1) name remains, who shall be designated the arbitrator to hear the grievance in question.

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

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

14.08 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

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

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

14.11 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: a) Dr. David M. Pincus; b) Hyman Cohen, Esq.; c) Charles Ipavec, Esq.; d) Nels Nelson; and e) Jerry Fulmer, Esq.

ARTICLE 15 SENIORITY

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

15.02 An employees seniority shall be terminated when one (1) or more of the following occur:

- a. He resigns; he is discharged for just cause;
- b. He is laid off for a period exceeding twelve (12) months;
- c. He retires;
- d. He fails to report to work for more than three (3) working days without having given the Employer advance notice of his pending absence;
- e. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- f. He refuses a recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice by regular and certified mail.

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

15.04 Employees who were employed on a part-time basis and become full-time employees shall be granted seniority on a pro-rata basis for the time served as a part-time employee.

ARTICLE 16 LAYOFF AND RECALL

16.01 Where, because of economy, consolidation, or abolishment of functions, curtailment of activities, or for other good reasons, 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.

16.02 Employees within effected 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, part-time, seasonal, and probationary employees within the effected job title(s), within the bargaining unit, are laid off first in the above respective order.

16.03 Employees who are laid off from one (1) job title may displace (bump) another employee with lesser seniority in a lower-rated job title in the promotional series within the bargaining unit. For purposes of this Article, the promotional series, from highest rated to lowest rated, shall be defined as follows:

Electrician, Maintenance Worker 3, Maintenance Worker 2,
Maintenance Worker 1, Custodial

16.04 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 pursuant to the provisions of paragraph 16.03, above.

16.05 In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into. Any person who bumps into a lower-rated classification shall be given a thirty (30) day training period to learn and qualify for the job bumped into.

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

16.07 Employee(s) who are laid off shall have the option of displacing (bumping) another employee pursuant to the above provisions or being directly laid off by the Employer.

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

16.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by regular and certified mail. An employee who refuses recall or does not report for work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

ARTICLE 17

HOURS OF WORK

17.01 The normal workweek for full-time employees shall be forty (40) hours of work over a period of seven (7) days. There shall be no split shifts. The Employer shall provide reasonable notices of shift changes.

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

17.02.1 Employees called-in for snow removal duty beginning work at least three (3) hours before their regularly scheduled starting time and/or continues work for at least three (3) hours past their regularly scheduled quitting time shall be permitted one (1) additional fifteen (15) minute break during this call-in period thereby extending the allowance for breaks cited in Article 17.02 to a total of three (3) breaks.

17.03 Lunch periods shall be for one (1) hour, one-half (1/2) hour of which is paid.

ARTICLE 18 OVERTIME PAY

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

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

18.03 Employees scheduled to work on an overtime day and who have an indication of a pattern of sick leave abuse or overtime call-off abuse and fail to report for overtime work by calling in "sick" shall be subject to immediate disciplinary action. Sick leave benefits shall not be paid for overtime hours.

18.04 The supervisor in charge of the shift shall call the employees qualified to perform the needed service based on the overtime list in rotating order. An employee who does not answer the call or respond within ten (10) minutes, or who is offered but refuses overtime shall be dropped to the bottom of the list. If all employees on the list are called and none agree to work the overtime, it will be offered to those currently on duty. If none of those currently working agree to work the overtime, the least senior qualified employee will be ordered to stay until relief is found.

When an employee's name comes up on the overtime list while the employee is on vacation, compensatory time, funeral leave, or injury leave, he shall not be considered to have missed a call for overtime.

ARTICLE 19 UNPAID LEAVE

19.01 Non-probationary employees may be granted a leave of absence without pay upon the approval of the Employer for a period not to exceed six (6) months. Such approval shall not be unreasonably withheld. Such leaves of absence may be extended by the Employer, but in no case

20.02 Employees shall give at least one (1) week notice to the immediate supervisor, in writing on designated forms, for approval or disapproval. The employee will be advised within three (3) working days of making the request as to whether such request has been approved.

20.03 Vacation time must be used in segments of not less than fifteen (15) minutes. Any portion of a day is counted as a single use day under Article 20.05.

20.04 Employees shall be assigned vacation time by seniority up to March 31 of each year, Vacation requests submitted after March 31 shall be granted on a first-come, first-serve basis. The Employer shall post the approved vacation schedule on or immediately after April 1.

20.05 During each year, as defined in Section 20.01.5, employees with vacation accrual will be permitted to use single vacation days as follows:

<u>Number of Weeks Vacation</u>	<u>Maximum Usage of Single Days</u>
Two (2) weeks	Seven (7)
Three (3) weeks	Nine (9)
Four (4) weeks	Twelve (12)
Five (5)	Twelve (12)

The remainder of vacation leave must be taken in blocks.

20.06 At the time of separation from employment, an employee shall be entitled to his unused, accumulated vacation on a pro-rata basis to the time of separation.

20.07 No employee shall continue to work while being paid for vacation hours.

20.08 The Employer shall make a good faith effort to canvass for vacation coverage, where an employee so requests, prior to denying a specific request for a vacation off. The Employers obligation under this section is grievable but not arbitrable.

ARTICLE 21 HOLIDAYS

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

New Year's Day	Martin Luther King Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

21.02 When an employee is on vacation at the time of occurrence of a holiday in Section 21.01 above, such holidays shall not be charged against his vacation leave.

designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

23.09 When the use of sick leave is due to illness or injury in the immediate family, “immediate family” shall be defined to only include the employee’s spouse and children.

23.10 Sick leave payment upon retirement will be the same policy that is in the Medina County Employment Manual, Policy #8.010 – Retirement: Payment of Unused Sick Leave, Comp Time, Personal Day & Vacation.

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

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

ARTICLE 24 FUNERAL LEAVE

24.01 Each full-time employee shall be entitled to take up to three (3) paid days of funeral leave upon the death of a member of the employee’s immediate family.

24.02 Immediate family shall be defined as: mother, father, step parents, brother, sister, step siblings, spouse, child, step child, grandchild, grandparents, 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.

24.03 Additional days shall be chargeable to the employee’s sick leave. When the use of sick leave is due to death in the immediate family, “immediate family” shall be defined to only include the employee’s parents, step parents, spouse, child, step child, brother, sister, step siblings, and grandparents.

24.04 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 without pay.

ARTICLE 25

JURY DUTY LEAVE

25.01 Each full-time employee summoned to jury duty shall be entitled to his full pay, regardless of his shift, if called to serve. All compensation received for such jury duty will be retained by the employee.

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

ARTICLE 26

CALL-IN PAY/EMERGENCY CLOSING

26.01 Any employee called in to work during non-scheduled time or re-called to work from home after completion of regularly scheduled work hours, shall be given a minimum of two (2) hours at the overtime rate.

26.02 Any employee who is assigned by the Employer to carry a pager on a weekly basis for mandatory after hour” call-ins, shall be paid three (3) hours of overtime per week for carrying such pager and be responsible for answering mandatory after hour calls. Non response to pager calls will result in the loss of pager pay for the week. Response to a pager call-in shall be made within fifteen (15) minutes.

26.03 Emergency Closing:

26.03.1 Maintenance employees are considered essential to Medina County operations during emergency conditions. Should snow, weather or other emergency situations exist causing the closure of Medina County Government offices, Maintenance employees are expected to report as scheduled unless they have been notified to the contrary in advance by their supervisor.

26.03.2 Employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked during such closures. If relieved of duty by department supervision prior to the conclusion of their regularly scheduled shift, the balance of their shift shall be paid at straight time. Article 26.01 of this Agreement shall prevail where employees are called-in to work during non-scheduled time or re-called to work from home after the completion of their regularly scheduled work hours.

26.03.3 Employees unable to report as scheduled will receive their regular hourly rate of pay. In order to receive their hourly rate of pay, those employees unable to reach work due to inclement weather conditions must notify Maintenance supervision as early as possible after determining they will not be able to report as scheduled.

26.03.4 Scheduled employees failing to notify Maintenance supervision will receive disciplinary action of at least the minimum of a written warning for a “no-call/no-show”. Where disciplinary action taken is not suspension, the offending employee will be paid from their accrued vacation. Where insufficient accrued vacation

State Licensed Electrician hire rate		
After 1 year		
After 2 years		
After 5 years		
After 10 years		
After 20 years		

27.01.2 If, upon attaining five (5) or ten (10) years of service, a Maintenance Repair Worker's rate is below the standard rate outlined above for five years of service, the Maintenance Repair Worker shall receive the applicable standard rate.

27.02 Each employee who receives instruction and successfully passes coursework from ABC, or from a training and/or educational program as approved by the Employer, shall receive an additional fifty cents (\$.50) per hour for each category in the HVAC, Heating and Cooling, Electrical or Plumbing levels. A copy of the approved coursework and educational requirements is on file with the Maintenance Superintendent and a copy provided to the Union and is incorporated by this reference, The Employer will compensate employees a maximum of seven (7) categories/certifications. An employee is eligible to receive a maximum of three dollars and fifty cents (\$3.50) additional license pay for successful completion of a maximum of seven (7) certifications as approved by the Employer. Pay earned under this section will be added to the employee's base rate of pay set in the Wages and Salary Schedule of the contract.

The parties agree that during the course of this Agreement they may meet to discuss and negotiate additional education and certification for the Maintenance 3 position.

27.04 Employees may be promoted to the level of Maintenance Repair Worker 2 prior to obtaining 5 years of service by completing the following criteria:

- a) 2 years of service completed before advancement from date of hire
- b) 2 years of schooling
- c) General Knowledge test and hands on test
- d) Committee of peers will evaluate and approve advancement

27.05 Employees may be promoted to the level of Maintenance Repair Worker 3 prior to obtaining 10 years of service by completing the following criteria:

- a) 5 years of service completed before advancement from date of hire
- b) 4 years of schooling
- c) General knowledge test and hands on test
- d) Committee of peers will evaluate and approve advancement

For section 27.04 & 27.05 the committee of peers will consist of two (2) maintenance superintendents and three (3) maintenance workers.

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

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

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

ARTICLE 30 INSURANCES

30.01 The Employer shall provide managed health care programs for all employees as approved by the County Commissioners and required by law.

ARTICLE 31 WORK CLOTHING

31.01 The Employer shall provide and maintain clean work uniforms to all employees on an as needed basis including an insulated coverall. The Employer shall provide winter jackets every odd-numbered year. The Employer shall provide a light-weight jacket or hoodie, rain coats gloves and hat every even-numbered year. The Employer will also provide safety shoes and glasses, which must be worn. All jackets and shirts will be returned to the Employer upon the employee's termination of employment with the Employer.

31.02 The Employer shall provide foul weather gear to all employees, who must sign and be responsible for such gear. The Employer shall replace any foul weather gear that is worn out due to normal use and shall be addressable with grievance if replacements are declined.

31.03 Any employee whose employment is terminated prior to the completion of the employee's probationary period shall return all work uniforms and foul weather gear to the Employer. All non-probationary employees whose employment is terminated must return all foul weather gear. The failure to return any equipment or uniforms shall result in the costs deducted from the employee's last check.

ARTICLE 32 SAFETY EQUIPMENT

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

32.02 It shall be the responsibility of the employee to properly use and care for all protective equipment provided by the Employer, whether in whole or in part in accordance with instructions and training received. Employees failing to comply with any provision contained herein shall be subject to disciplinary action.

32.03 Personal protection equipment, provided by the Employer shall consist of nonprescription safety glasses and safety shoes, and which must be worn at all times when present on the Employer's premises.

32.04 Such eye protection shall be OSHA-approved safety eye wear with prescription plastic or polycarbonate lenses. Glass lenses are not permitted. Side/top shields are required and may be removable.

32.05 The Employer shall provide for a shoe allowance of up to one hundred seventy-five dollars (\$175.00) for each year of this Agreement, which will be made available each January. The Employer will select the vendor where employees must purchase their shoes. Purchases for less than the one hundred seventy-five dollar (\$175.00) allowance will not have the cash balance remitted back to the employee.

32.06 The Employer agrees to continue to provide non-personal protective equipment to all employees consisting of face shields, splash goggles, and other safety equipment, as it deems necessary.

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 HEADINGS

34.01 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 35 OBLIGATION TO NEGOTIATE

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

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

ARTICLE 36

CONFORMITY TO LAW

36.01 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 affect the validity of the surviving provisions.

36.02 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 affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein,

ARTICLE 37

LEGISLATIVE APPROVAL

37.01 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 38

TOTAL AGREEMENT

38.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained. The terms and conditions of this Agreement modify and supersede all similar and related terms and conditions and specifications under the Ohio Revised Code.

ARTICLE 39

FAMILY MEDICAL LEAVE

39.01 The Employer agrees to comply with the Family & Medical Leave Act (1993) and all regulations as set forth by law.

ARTICLE 40

DURATION

40.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2015 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2016.

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

ARTICLE 41

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 in the Superintendent's office, with the following exceptions: (1) a supervisor and manager or two supervisors 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 and (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.

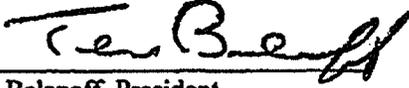
ARTICLE 43

EXECUTION

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

FOR THE UNION:

Service Employees International
Union, Local 1



Tom Balanoff, President



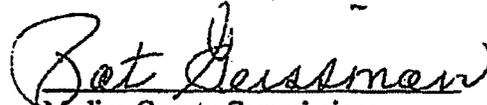
Max Gerboc, Grievance Representative

FOR THE EMPLOYER:

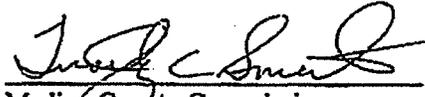
Board of County Commissioners
County of Medina, Ohio



Medina County Commissioner



Medina County Commissioner



Medina County Commissioner


For Medina County Prosecutor

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

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

2. A predisciplinary 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 MCMD Superintendent. You have a right to be represented
by the Union at this meeting.

EMPLOYER

