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**AGREEMENT BETWEEN**

**THE MEDINA COUNTY ENGINEER**

**AND**

**TEAMSTERS, LOCAL 436**

**FOR THE HIGHWAY DEPARTMENT UNIT**

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EFFECTIVE March 1, 2015

EXPIRES February 28, 2017

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**ARTICLE 1  
PURPOSE**

This agreement is made and entered into this 1st day of March, 2015 by and between the international Brotherhood of Teamsters, Local Union 436, hereinafter referred to as the "Union"; and the Medina County Engineer, hereinafter referred to as the "Employer".

It is the intent and purpose of the parties hereto that this agreement will promote, improve and maintain harmonious relations between the Union and the Employer, and to set forth herein the complete agreement between the Employer and the Union as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. Both parties agree to abide by this agreement and mutual understandings during its term, it being the purpose to settle all difficulties without disturbance of efficiency and harmony in the workplace.

**ARTICLE 2  
UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be defined as follows:

Included: All full-time and regular part-time highway workers and maintenance workers.

Excluded: All other employees of the Medina County Engineer.

Section 2. Should the Engineer establish new classifications during the term of this Agreement, the Union and the Employer shall meet within ten (10) days of the establishment thereof to discuss whether such classifications are appropriately within the bargaining unit. Should the parties not agree within thirty (30) days of first meeting, either party may petition the State Employment Relations Board for a determination.

The parties shall meet to negotiate wage rates for new bargaining unit classifications based upon an appropriate differential from existing positions. Should the parties be unable to agree on rates, the Union may file a grievance at Step 3 of the Grievance Procedure.

**ARTICLE 3  
UNION REPRESENTATION**

Section 1. The Employer agrees to admit not more than two (2) Union Representatives to the Employer's facilities during the Employer's normal office business hours. Additional Representatives may be admitted with prior approval of the Employer.

The Representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing advance notice is given to the Employer. Upon arrival, the Union Representative shall identify himself to the Employer or the Employer's designated representative.

Section 2. The Employer shall recognize in addition to the Local Union Steward, one alternate steward for the purpose of processing grievances in accordance with the

Grievance Procedure. Stewards, and all other bargaining unit representatives whose attendance has been pre-approved by the Employer, shall lose no earnings/wages or other compensation as a result of meetings with the Employer or his agents authorized in this agreement.

Section 3. The Union shall provide to the Employer the name of the Union Steward and Alternate Steward. No employee shall be recognized by the Employer as a Union Steward and Alternate Steward until the Union has presented the Employer with written notification of that person's selection.

Section 4. The investigation of grievances, by Union Stewards, shall be on non-work time except for the writing of grievances involving suspensions, terminations, or firings, which can take place on work time, without loss of pay. One Union Steward shall be granted reasonable time to write grievances in such circumstances. If grievance hearings or other meetings with Management are scheduled during an employee's regular duty hours, the employees in attendance shall not suffer any loss of pay while attending such meetings.

Section 5. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized herein.

Section 6. The Union shall be granted permission to use designated facilities of the Employer during non-work time for the purpose of holding meetings upon written application to the Employer, and pending availability of such facilities, at no charge to the Union. The Union shall be responsible to leave the facilities in the condition it was found prior to use and shall remove any materials brought into the facilities at the end of meeting. The Union's failure to comply with the provisions of this Section may be cause for the Employer to revoke permission to use County facilities.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

Section 1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the office of the Medina County Engineer, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
2. To promulgate and enforce reasonable employment rules and regulations and to otherwise exercise the prerogatives of Management;
3. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

4. To determine the Department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
5. To determine the size and composition of the work force and organizational structure of the County Engineer function, including the right to relieve employees from duty due to lack of work or other legitimate reasons;
6. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
7. To determine the necessity to schedule overtime and the amount required thereof;
8. To maintain the security of records and other pertinent information;
9. To determine the overall budget;
10. To maintain and improve the efficiency and effectiveness of the Employer's operation;
11. To determine and implement necessary actions in emergency situations.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

## **ARTICLE 5 NON-DISCRIMINATION**

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, political affiliation, marital status, or disability or handicap which does not interfere with the ability to perform the functions of the job. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall be appealable through the grievance procedure contained in this Agreement up to and including Step 3, but not arbitration. The Employer, the employees and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 4. Neither the Employer nor the Union shall discriminate against, interfere with, restrain, coerce, or take any reprisal action against any employee for participation or non-

participation in or affiliation or non-affiliation with the Union or because of any lawful activity on behalf of the Union.

## **ARTICLE 6 LABOR-MANAGEMENT CONFERENCE**

Section 1. In the interest of effective communications either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested. Such conferences shall not be scheduled more frequently than once each three (3) months unless it is mutually agreed to meet more frequently.

Section 2. The purpose of such meeting shall be limited to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Employer which affect bargaining unit employees;
3. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
6. Discuss ways to increase productivity and improve efficiency;
7. Consider and discuss health and safety matters relating to employees.

Section 3. There shall be no more than three (3) employee representatives in attendance at the Labor-Management Conference and no more than one (1) non-employee representative. There shall be no more than three (3) management representatives at the Conference. Both parties can add representatives if mutually agreed upon. Requests for additional representatives shall not be unreasonably denied.

## **ARTICLE 7 NO STRIKE/NO LOCKOUT**

Section 1. It is understood and agreed that the services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services, during the term of this Agreement or any extensions thereof.

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members shall have violated Section 1 of this Article.

Section 3. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, slowdown, or any other concerted activities which interrupt the operations or services of the Employer by its members during the term of this Agreement.

Section 4. In all cases of strike, sympathy strike, slow down, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage.

## **ARTICLE 8 DUES DEDUCTION AND FAIR SHARE FEE**

Section 1. The Employer and the Union agree that membership in the Union is available after thirty-one (31) days to all bargaining unit employees certified by the State Employment Relations Board who are covered by this Agreement and any other classification of employees legally added to the bargaining unit.

Section 2. 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 automatically from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

Section 3. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

Section 4. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

Section 5. Any employee who is not a member of the Union and who does not make application for membership within thirty-one (31) days following the ratification of this Agreement shall, as a condition of employment, pay to the Union, through automatic payroll deduction, a fair share fee. Any future employee, after thirty-one (31) days, shall as a condition of employment pay to the Union, through automatic payroll deduction, a fair share fee.

Section 6. Fair share fees shall be deducted and remitted at the same time as dues. The deduction of the fair share fee is automatic and does not require authorization by the employee. The fair share fee is that amount equal to the Union dues.

Section 7. The Employer shall have the sole discretion to discharge newly hired probationary employees and any such action shall not be appealable through the grievance or arbitration procedure in this Agreement, any civil service procedure, State Personnel Board of Review appeal, or through any other legal means.

Section 8. The Employer agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union.

## **ARTICLE 9 RULES AND REGULATIONS**

Section 1. The Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 2. Copies of written work rules and personnel policies or amendments thereof promulgated following the effective date of this Agreement, will be posted and furnished to the Union no less than five (5) working days prior to the effective date of such rules and amendments. During the five (5) day period, the Union may request a meeting to discuss the effect of the work rule, policy, or amendment.

Section 3. No work rules, regulations, policies or procedures shall be established or maintained that are in violation of any expressed terms of this Agreement. The Union may grieve the reasonableness and/or the reasonableness of application of any work rule, regulation, policy or procedure. Grievances alleging violation of this article may be filed at Step 2.

## **ARTICLE 10 DISCIPLINARY PROCEDURE**

Section 1. No form of disciplinary action will be taken against any employee except for just cause.

Section 2. Except in instances where the employee is found guilty of gross misconduct, discipline shall be applied in a corrective, progressive and uniform manner.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 3. Whenever the Employer determines that an employee may be suspended, discharged, or reduced in pay for disciplinary reasons, the Employer shall submit a written notice as to the charges to the employee and to the Union. The employee shall be entitled to Union representation. If the employee waives such representation in writing, the employee shall not be allowed representation by any other individual and/or organization.

Copies of all disciplinary actions taken against bargaining unit employees shall be provided to the Union. A written notation shall be made of verbal warnings.

If a holiday observed by the Employer occurs during a period of suspension, the holiday will not be considered as one of the suspension delays provided for in the "Notice" of suspension.

Bargaining unit employees shall not lose holiday pay by virtue of being absent the day before or the day after the holiday if the absence is due to being on a suspension.

Section 4. Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period:

Verbal warnings	Twelve (12) months
Written Warnings	Twelve (12) months
Suspension of three (3) days or less	Eighteen (18) months
Suspension of more than three (3) days	Twenty-four (24) months

An employee shall be given a copy of any notice of disciplinary action which becomes part of his record.

Section 5. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 6. Grievances regarding suspensions or terminations may be filed at Step 2 of the grievance procedure.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

Section 1. The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.

Section 2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement.

Section 3. A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member, one member selected by such group will process the grievance.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be filed at the step where the decision by management being grieved has been made.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be

considered to have been answered in the negative and may be appealed to the next step of the grievance procedure; however, Management shall not establish a practice of not answering grievances.

Section 5. The written grievance shall be submitted on the grievance form attached as Appendix A, and shall contain the following information:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of employee's immediate supervisor;
4. Date and time of incident giving rise to grievance;
5. Date and time grievance was first discussed;
6. Date grievance was filed in writing at Step 1;
7. A statement as to the specific Articles and Sections of the Agreement violated;
8. A brief statement of the facts involved in the grievance;
9. The remedy requested to resolve the grievance.

Section 6. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union; working days, as used in this Article, shall not include Saturdays, Sundays or holidays.

Section 7. Each grievance shall be processed in the following manner:

#### INFORMAL STEP

An employee having a grievance will first bring that complaint verbally, within three (3) working days of the incident giving rise to the grievance or the employee's knowledge of the incident to the attention of the employee's supervisor. The supervisor shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall within three (3) working days reduce the grievance to writing on the agreed form and submit at Step 1.

#### STEP 1 - SUPERVISOR

The Supervisor, within three (3) working days of receipt of a written grievance, shall schedule a formal meeting between himself and the employee filing the grievance. Prior to this meeting, the supervisor shall make a complete and thorough investigation of all allegations contained in the grievance. The supervisor shall provide the employee with his written response to the grievance within three (3)

working days of the meeting. If the employee is not satisfied with the written response from the supervisor, the employee may, within three (3) working days, pursue the grievance to Step 2 of the procedure.

#### STEP 2 — OPERATIONS ENGINEER

The Operations Engineer, within three (3) working days of receipt of a written grievance, shall schedule a formal meeting between himself and the employee filing the grievance. Prior to this meeting, the Operations Engineer shall make a complete and thorough investigation of all the allegations contained in the grievance. Within three (3) working days after the meeting, the Operations Engineer shall provide the employee with his written response to the grievance. If the employee is not satisfied with the written response received from the Operations Engineer, the employee may, within three (3) working days, pursue the grievance to Step 3 of the procedure.

#### STEP 3 — ENGINEER

The Engineer or his designated representative, within five (5) working days of receipt of a written grievance, shall schedule a formal meeting with the employee filing the grievance and the Union Business Representative. Prior to this meeting, the Engineer or his representative shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) days after the meeting, the Engineer or his representative shall provide the employee and the Union with his written response to the grievance.

#### STEP 4 — ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) local arbitrators within thirty (30) days of the date of receipt of the answer at Step 3, with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees, if any, for obtaining lists shall be shared by the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement except as specifically authorized herein. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer. The costs of the Arbitrator shall be paid by the losing party. Should the Arbitrator not uphold the position of either party in total, then the Arbitrator shall determine in what proportion the parties shall share the fee.

Section 8. Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 9. Any employee may have one Union Steward and/or Union Representative accompany him in at Steps 1 through 3 of the procedure. The employee may have two (2) Union stewards accompany him in Step 4, in addition to any non-employee Union representative. Employee representatives and grievants will lose no straight-time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure.

Section 10. Where an employee does not elect to be represented by the Union at any step of the grievance procedure excluding Step 4, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union may proceed to Step 4 of the procedure.

## **ARTICLE 12 SENIORITY**

Section 1. Seniority shall be computed on the basis of continuous service with the

Employer. Once service is broken, the employee loses all previously accumulated seniority.

Section 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or complies with alternate procedures of this Agreement.

Section 3. Any bargaining unit employee who hereafter is promoted or transferred to a job outside of the bargaining unit shall retain such seniority as is provided in this Agreement, but he/she shall not accumulate additional seniority after the date of said promotion or transfer.

If the Employer should return an employee to a job within the bargaining unit, his/her name shall be restored to the seniority list with seniority to be determined according to this Article. Any employee hired directly into a job outside the bargaining unit and/or an incumbent employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this Article, but shall, if moved into a bargaining unit position, be placed at the bottom of any seniority list for his/her bargaining unit classification.

Section 4. The Employer shall post a seniority list within thirty (30) days after the signing of this Agreement and once every twelve (12) months thereafter on the bulletin board showing date of service, classification, and rate of pay. One copy of the seniority list shall be forwarded to the Local Union Steward or his designee. Once the seniority list has been posted, employees shall have thirty (30) days, excluding vacation time and sick leave, in which to challenge the information contained therein. Such challenges shall be made to the Employer in writing. Corrections shall be made when it is proven that any employee is placed in the wrong position on said list. Any information which is not altered as a result of an employee challenge shall be considered final.

### **ARTICLE 13 PROBATIONARY PERIOD - NEW HIRES**

Section 1. The probationary period for all new hires shall be one hundred twenty (120) days. New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from the date of hire. Newly hired probationary employees who are terminated shall not have recourse through the grievance procedure.

### **ARTICLE 14 VACANCIES AND PROMOTIONS**

Section 1. Whenever the Employer determines that a permanent vacancy exists in a classification in the bargaining unit, a notice of such vacancy shall be posted on the employees' bulletin board for five (5) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period. The "posting" shall contain the following information:

1. Classification;
2. A brief description of job duties;
3. Effective date and expiration date of the posting;
4. Qualifications for the position.

For employees who may be on vacation, sick leave or other authorized leave of absence, and during such absences a vacancy is posted, the Employer shall consider and accept such bids, provided such employee submits a bid or application for a vacancy that may exist, or for any job the employee wishes to bid on for future consideration by the Employer before leaving on such authorized absences.

Section 2. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Jobs will not be worked by transfer of more than thirty (30) days without having employees assigned those jobs by bid. The job award will be made as soon as the successful bidder is determined.

Section 3. The Employer will give careful consideration to applications received in relation to qualifications, skill, ability and the bidders active employment records. Where the Employer judges two or more employees to be equally qualified, the most senior employee shall be awarded the position. Where no bids are received, or where no bidder is determined to be qualified, the Employer may fill the position by any means. Employees in lower classifications will be given preference to those employees in higher or similar classifications.

Section 4. An employee who is selected shall serve a ninety (90) day probationary period. In the event an employee is disqualified or elects to return to his former job within the probationary period, the remaining applicants for the original job posting shall be considered under the same criteria until the list of bidding applicants is exhausted.

Section 5. Once the selection has been made, the Employer will notify all applicants and the Union of the selection.

## **ARTICLE 15 LAYOFF AND RECALL**

Section 1. In any case of an anticipated layoff of bargaining unit employees by the Employer, the Employer shall notify the Union of the impending layoff as far in advance as possible prior to service of notice of employees. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees and to furnish the Union supporting documentation and adequate information and verification supporting any layoffs.

Section 2. The Employer may lay off employees for reasons of lack of work, lack of funds, or reorganization. Affected employees shall receive written notice of layoff and reasons thereto at least fourteen (14) calendar days prior to the effective date of layoff. The notice shall advise the employee of bumping rights. The Union Representative shall

be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

Section 3. The Employer may determine in which classifications layoffs will occur. Layoffs shall occur in the following order in the classification(s) effected:

1. Seasonal, temporary employees;
2. Casual employees;
3. Student employees;
4. Part-time employees;
5. Probationary employees;
6. Permanent employees in the inverse order of their seniority as defined by this Agreement.

Section 4. Any employee receiving notice of layoff shall have five (5) working days following receipt in which to use his seniority to exercise his right to bump any employee with less seniority in the same classification and then to a lower rated position within the bargaining unit, provided the more senior employee possesses the skill, ability and qualifications to perform the work as determined by the Employer. An employee who bumps into a lower rate position will be compensated at the lower rate of pay and benefits. An employee who does not have sufficient seniority and/or skill, ability and qualifications as determined by the Employer to bump another employee within the bargaining unit, shall be laid off and placed on the appropriate recall list.

Section 5. When employees are laid off, the Employer shall create and maintain a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled to any bargaining unit classification where the employee has the skill, ability and qualifications to perform the work as determined by the Employer, and employees shall be on recall for a period of the lesser of twenty-four (24) months, or their seniority at the time of layoff. The Union Representative shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes or amendments are made.

In the event an employee refuses recall to a bargaining unit classification other than that from which he was laid off, such employee shall not lose recall rights for the original classification. However, if said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

Section 6. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 7. The recalled employee shall have up to five (5) calendar days following mailing of the recall notice to return to work, unless a different date for return to work is otherwise specified in the notice beyond the five (5) calendar days. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may

grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above, including extension, such employee shall be by-passed for recall, but shall remain on the recall list.

Section 8. The Employer shall not promote or hire into any classification from which an employee is on layoff unless the employee on layoff is first given the opportunity to return to such position.

## **ARTICLE 16 HOURS OF WORK/OVERTIME**

Section 1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week for full-time employees covered by the terms of this Agreement shall be forty (40) hours, with seven (7) consecutive days for computation of pay and overtime purposes. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12 o'clock midnight the following Saturday.

Section 3. Each employee of the bargaining unit shall be granted a one-half (1/2) hour unpaid meal period during each regular work shift as scheduled by their immediate supervisor. This one-half (1/2) hour meal period will be scheduled appropriately at the middle of the shift.

There shall also be a maximum ten (10) minute paid wash up period at the end of the shift.

Section 4. Each employee shall be granted two (2) ten (10) minute rest periods with pay, which will be scheduled whenever practical, approximately midpoint in the first one-half of the employee's regular work shift and approximately midpoint in the second one-half of the shift. Employees who extend their rest period may be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. The rest period may not be scheduled immediately before or after the employee's scheduled lunch period. Rest periods include all time away from actual work.

Section 5. When an employee is required and approved by the Employer to work more than forty (40) hours in a work week as defined in Section 2, above, he shall be paid overtime pay for all time worked in excess of forty (40) hours in a week.

1. Overtime compensation may be taken in the form of pay or compensatory time, according to the established guidelines.

2. Compensatory time will be calculated at the same rate as overtime pay. The following regulations apply to those choosing compensatory time. An employee must request the approval of the supervisor to take compensation in the form of compensatory time rather than in the form of wages. Failure to request compensatory time will result in overtime compensation in the form of wages. Compensatory time shall be accumulated and used within the pay period in which the compensatory time was earned.
3. Compensatory time shall only be taken with approval from the employee's supervisor. Hours not used within the pay period will be paid. The use of compensatory time must be scheduled for a time mutually satisfactory to the employee and the employer.
4. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Vacation time, holiday time, and sick leave shall be considered time worked for purposes of overtime computation.

Section 6. During daylight savings time, the Employer may impose a schedule of four (4) ten-hour (10) days as the normal work week instead of the established schedule. In the event a holiday, as defined herein, falls on a regularly scheduled ten-hour (10) work day, an employee will be compensated at a rate of eight (8) hours pay per day when no work is performed on that day, and the workweek shall be increased by an additional two (2) hours to compensate for the loss of time. The Employer shall notify the Union a minimum of fourteen (14) days in advance of a change in schedule, and offer to meet to discuss the effects of such a change.

Section 7. Overtime pay and docking for tardiness shall be calculated to the next one-quarter (1/4) hour.

## **ARTICLE 17 PAY PERIOD/PAY DAYS**

Section 1. The pay period shall begin as 12:01 a.m. on Sunday and end at 12:00 midnight Saturday, two weeks following.

Pay days for bargaining unit employees shall be every other Friday. When a holiday observed under this Agreement falls on a Friday, pay checks shall be issued on the preceding Thursday, or another day established by the County Auditor.

## **ARTICLE 18 JOB DESCRIPTION**

Section 1. The Employer shall maintain accurate position descriptions of each classification in the bargaining unit. Employees and the Union shall have access to such descriptions at reasonable times mutually agreed to by the Employer and Union for the purpose of review. If a copy is requested, one (1) copy shall be provided at no charge.

Section 2. All affected employees and the Union shall receive a copy of any position

description which alters the duties of employees in the bargaining unit, or establishes new positions within the bargaining unit not recognized under Article 2, herein.

## **ARTICLE 19 BULLETIN BOARDS**

Section 1. The Employer agrees to provide space for a bulletin board in an agreed upon area of the garage facility for use by the Union.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the local Union Steward or his designee. It is understood that no material may be posted on the Union bulletin board at any time which contains political messages, attacks upon elected or appointed officials, or political endorsements.

Section 3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board areas designated for use by the Union.

## **ARTICLE 20 PERSONNEL FILES**

Section 1. It is recognized by the parties that the Engineer must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the County. To the extent that any records, papers or other documents covering bargaining unit employees are legitimately considered available to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in his personnel file may be relevant, the affected employee's Union representative will be granted access to the employee's personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

Section 2. A bargaining unit employee will be provided a copy of any disciplinary material placed in his personnel file after the effective date of this Agreement.

Section 3. If an employee, upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may submit a written statement, not to exceed one side of one 8-1/2" x 11" page, to the Engineer explaining the alleged inaccuracy. If, upon investigation, the Engineer sustains such allegations, he shall do one of the following:

- a. The employee's written statement may be attached to the material in question, and filed with it and the Engineer shall note thereon his concurrence; or
- b. The Engineer may remove the inaccurate material from the personnel folder if he feels that its inaccuracies warrant such removal; or

- c. The Engineer may remove and destroy the material in the presence of the employee and the Union, if such removal & destruction does not violate the public records law.

## **ARTICLE 21 SUBCONTRACTING**

Section 1. The Employer shall not contract out work normally performed by the bargaining unit for the purpose of reducing the workforce or reducing overtime without first negotiating with the Union over the effects of such contracting. In such event, the Employer agrees to notify the Union prior to entering into such subcontract. The Union accepts that there are statutory limitations upon the Employer's ability to perform work in-house as opposed to submitting such work to the bid process.

## **ARTICLE 22 HEALTH AND SAFETY**

Section 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make a reasonable effort to provide safe working conditions, e.g., equipment safety devices, work areas and tools normally provided by the Employer, and working methods for his employees. The employee(s) accepts the responsibility to operate and work with tools, equipment, and work area in a safe and proper manner and accepts the responsibility to follow all reasonable safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported in writing to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will make every reasonable effort to correct any which are found and to see that the safety rules and safe working methods are followed by all employees.

Section 2. The Engineer shall make a reasonable effort to comply with the Federal, State or local Safety and Health Laws and Rules and Regulations.

Section 3. Protective devices and other equipment determined by the Engineer to be necessary to protect employees from accidents and health hazards shall be provided by the Employer, and such equipment shall be used by employees as determined by the Employer.

Section 4. Adequate First Aid Kits shall be supplied by the Employer and made available to all employees during working hours.

Section 5. In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify his/her immediate supervisor in writing who shall make the determination as to the safe condition of the equipment. If the equipment is unsafe for operation, he shall place a red tag on the equipment. Employees shall not be required to operate equipment which has been red tagged.

**ARTICLE 23  
SICK LEAVE**

Section 1. Sick leave may be requested for the following reasons:

1. Illness or injury of the employee;
2. Illness or injury of the employee's immediate family where attention by the employee is reasonably necessary;
3. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
4. Death of a member of the employee's family, (parent-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild), the leave not to exceed three (3) work days per year except as authorized by the Engineer based upon circumstances. Funeral days must be consecutive workdays and include the day of the funeral. Two (2) additional days of sick leave with pay, may be granted if the employee must travel over two hundred fifty (250) miles to attend the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive workdays will be scheduled with the approval of the Employer;
5. Medical, dental, or optical examinations or treatment of employee, or a member of his/her immediate family where the attendance of the employee is necessary;
6. Disability due to pregnancy, childbirth, and/or related medical conditions;

Section 2. For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave to a maximum of fifteen (15) days per calendar year. The amount of sick leave time any one employee may accrue is unlimited. Sick leave will be charged in minimum units of one-half (1/2) hour. Sick leave is earned only when an employee is in active pay status, (i.e. for only those days for which the employee is actually paid).

Section 3. An employee requesting unexpected sick leave shall inform his/her supervisor of the fact and the reason, a minimum of one-half (1/2) hour before the start of his/her workday or shift, for each day, unless otherwise authorized. Failure to call in thirty (30) minutes before the start of his/her workday will result in disciplinary action. Failure to call in prior to the start of the shift without good cause shown shall result in disciplinary action and disapproval of sick leave for the day. Employees are encouraged to schedule medical appointments during non-work hours and days and/or are encouraged to schedule medical appointments as close to the start or end of the workday as possible.

Section 4. Whenever medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Engineer that the employee was unable to perform his/her duties. In addition, such physician statement shall be required for absences of more than three (3) consecutive workdays due to illness. Upon return to work, the employee must furnish a statement from the health care provider certifying his/her ability to perform the job duties.

Section 5. The Engineer has the authority to investigate the reasons for an employee's absence. An employee who fraudulently obtains sick leave or falsifies sick leave records is subject to disciplinary action. If the Engineer determines that there has been a pattern of abuse of the use of sick leave, he/she may require proof of illness in the form of a physician's statement of disability or other proof satisfactory to the Engineer to approve the use of such leave.

Section 6. Sick leave must be requested on the approved sick leave form as soon as the employee returns to work.

## **ARTICLE 24 LEAVES OF ABSENCE**

Section 1. A leave of absence without pay may be granted by the Engineer for up to six (6) months. The request for a leave of absence must be submitted in writing. An unpaid leave of absence is discretionary, and may be granted or denied by the Engineer.

Section 2. Acceptable reasons for an unpaid leave of absence include:

- a. Family reasons that do not fall within the circumstances outlined in the family and medical leave policy;
- b. Family or medical reasons that fall within the family and medical leave policy after the employee's twelve (12) week entitlement has been exhausted; or
- c. Public service and education leaves (may be granted for a period up to two (2) years).

Section 3. In the case of a medical leave, all related, prior-approved unpaid leaves or unpaid portions of leaves will be included in the calculation of the six (6) month leave. The original date of the medical leave will be established as the first day of unpaid leave.

Section 4. An employee may request an early return to work, subject to the approval of the Engineer. An employee on a medical leave will be required to provide a physician's release before the employee will be permitted to return to work.

Section 5. Upon return from a leave of absence, an employee will be returned to the same position in the classification held at the time of separation; or if the classification no longer exists, to another similar classification. If no similar classification exists, the employee may be laid off.

Section 6. An employee on a leave of absence does not accrue sick leave or vacation

leave, but continues to earn service credit. Employees are ineligible for unemployment compensation during any leave period.

Section 7. County-paid health care benefits cease at the end of the month in which an unpaid leave of absence begins. Continuation of coverage is available at the employees expense. Engineer contributions to health care benefits resume the first of the month following the employee's effective return to work (see Section 10.03 (B)—Health Care Benefits Continuation-COBRA of the Highway Departments Personnel Policy Manual).

Section 8. If it is discovered a leave of absence granted for a specific purpose is not being used for that purpose, the Engineer may cancel the leave and direct the employee to report for work.

Section 9. For all types of leaves of absence, if an employee fails to return to duty within three (3) workdays of expiration or cancellation of an approved leave of absence, without satisfactory explanation to the Engineer, he/she will be terminated. The employee's termination date will be established as the starting date of the approved leave of absence.

## **ARTICLE 25 JURY DUTY/COURT LEAVE**

Section 1. If an employee of the Engineer is called for court jury duty or subpoenaed to testify in a court of law, through no action of his/her own, during any portion of the employee's regular scheduled workday, that employee may choose to be compensated for such time in one of the manners set forth below:

1. The employee may choose to receive his/her regular salary or wage in full. In such case, all monies received, as compensation for court service shall be remitted by the employee to the Engineer in full, unless such duty is performed outside normal working hours;
2. The employee may choose to retain all monies received as compensation for court service and waive his/her regular wages in full;
3. Expenses incurred by the employee and reimbursed by the court for court duty shall be retained in full by the employee.

In order to receive compensation, the employee must provide to the Engineer:

1. Notice of his/her summons or a copy of the subpoena forty-eight (48) hours prior to the date of such service, where applicable;
2. A clerk of courts certificate or other document of the court stating the time served.

Section 2. An employee shall not be entitled to paid court leave when appearing in court for criminal or civil cases when the case is being heard in connection with the

employee's personal matters. These absences would be charged as leave without pay, vacation or compensatory time as requested by the employee and as scheduled in advance with the Engineer.

Section 3. An employee released from doing court duty three and one-half (3-1/2) hours prior to the end of his/her scheduled workday shall report to work for the remaining scheduled time unless otherwise authorized by the Engineer.

## **ARTICLE 26 MILITARY LEAVE**

Section 1. Any employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or member of other reserve components of the Armed Forces of the United States is entitled to a military leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service on field training or active duty, for periods not to exceed thirty-one (31) calendar days in any one (1) calendar year. The maximum number of hours for which payments can be made in any one (1) calendar year is one hundred seventy-six (176) hours. Other provisions for military leave shall be controlled by state and federal laws.

Section 2. An employee requesting such leave will be required to submit a copy of the Active Duty for Training Order with the Request for Leave form and complete the necessary leave papers.

Section 3. For additional information on military leave time, see Section 5.07(C) of the Highway Department's Personnel Policy Manual.

Section 4. Employees who are members of the Ohio National Guard shall be granted emergency leave without pay for mob, riot, flood, civil defense, or other such duties when so ordered by the Governor to assist civil authorities, when such duty exceeds military leave authorized for the year. Such leave shall cover the official period of the emergency.

## **ARTICLE 27 FUNERAL/BEREAVEMENT LEAVE**

Section 1. All full-time employees are entitled to funeral/bereavement leave to a maximum of three (3) days, not charged to the employee's sick leave balance, in the event of the death of a member of the employee's immediate family. "Immediate family," for the purpose of this article, is defined as a parent or person acting as guardian, child or spouse. The leave is not to exceed three (3) workdays per year except as authorized by the Engineer based upon circumstances. Funeral days must be consecutive workdays and include the day of the funeral. Two (2) additional days of funeral/bereavement pay, charged to sick leave, may be granted if the employee must travel over two hundred fifty (250) miles to attend the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive workdays will be scheduled with the approval of the Employer.

## **ARTICLE 28 INSURANCES**

Section 1. It is recognized that a Health, Welfare Fund named the Welfare Fund of Local 293 (the "Welfare Fund") has been established pursuant to the applicable laws of the State of Ohio and of the United States. Such fund is being jointly administered by a Board of Trustees consisting of four representatives of the Union and four representatives of the various companies who are actively employed by those companies who participate in the Health and Welfare Fund. The Fund is being used to provide benefits on account of sickness, accident and other contingencies as administered by the Board of Trustees in accordance with the Plan.

Section 2. Medina County Highway Department Unit shall participate in the Teamsters Local Union No. 293 Health and Welfare Fund and shall make a minimum and maximum contribution as follows for each employee actively employed by the Agency during such time:

Employer shall in respect to each regular Employee pay into the Welfare Fund \$737.68 per month. The Welfare Fund can increase the Agency's contribution rate a maximum of 5% if needed on January 1 on each year of the contract.

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

Section 3. The Employer shall make the required contributions to the Welfare Fund, from the employee's original date of hire. The Fund is completely responsible for plan enrollment, including provision of enrollment materials at date of hire. Coverage for new employees will start after the Fund has received ninety (90) days of contributions. The full monthly contribution with respect to each regular employee shall be payable in respect to each month in which the employee works one (1) day or eight (8) hours and receives pay from the Agency.

Section 3.1 An hour worked shall mean an hour for which an employee is paid or entitled to payment by the Agency on account of a period of time that the employee works, and also for which an employee is paid or entitled to payment during a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, jury duty, injury, sickness, illness or otherwise under this Contract. However, the Agency shall pay for no more than is currently required by the County beginning with the first month following the month in which the employee last actually worked and received pay.

Section 4. 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 28.03; 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 28.03. However, the Agency will shall pay for no more than what is required by law beginning with the first month following the month in which the employees last actually worked and received pay.

Section 5. 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 Article 11.

Section 6. 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.

Section 7. 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.

Section 8. COBRA will be administrated through the Fund and all payments will be sent directly to the Fund office.

Section 9. All actions of the Trustees of the Welfare Fund are herewith approved. The Board of Trustees of the Welfare Fund shall indemnify and save and hold harmless the Agency from any and all liability, costs and expenses incurred including but not limited to legal fees, imposed upon the Agency due to errors and omissions of the Fund in administering COBRA through the fund.

## **ARTICLE 29 VACATION**

Section 1. Full-time bargaining unit employees are entitled to receive vacation after the completion of one year service with the Employer in accordance with the following schedule:

<u>Years of Service</u>	<u>Maximum Vacation Days</u>	<u>Accrual Rate/80 Hours</u>
1 year up to 5 years	2 weeks (up to 80 hours)	3.1 hours
5 years up to 10 years	3 weeks (up to 120 hours)	4.6 hours
10 years up to 20 years	4 weeks (up to 160 hours)	6.2 hours
20 years or more	5 weeks (up to 200 hours)	7.7 hours

Section 2. Part-time bargaining unit employees are entitled to two (2) weeks equivalent prorated after one (1) year of service. Part-time employees will accrue vacation leave at the two (2) week rate only.

Section 3. Length of service for the purpose of calculating vacation will include all prior service with the state of Ohio and any political subdivision of the state. No bargaining unit

employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one year of employment with the Employer.

Section 4. The rate of vacation pay shall be the bargaining unit employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 5. Employees shall submit to the Employer vacation leave requests prior to March 1 of each year. Vacation requests shall be granted based upon seniority and workload. Vacation requests submitted after March 1 will be granted with a minimum of two (2) weeks notice based upon availability in the order in which they are received. Once approved, vacation may be cancelled by the Employer only in an emergency or for unforeseen operational needs, and shall not be done in an arbitrary or capricious manner.

Section 6. Emergency vacations may be taken in minimum increments of four (4) hours. Should a bargaining unit employee request vacation leave of four (4) hours increments, such requests are subject to prior approval of the Employer and must be requested in writing at least twenty-four (24) hours prior to the time requested. The twenty-four (24) hour notice may be waived by the Employer upon good cause shown.

Section 7. Vacation used during Family or Medical Leave needs no advanced notice or approval other than that required under the terms of the Employer's Family and Medical Leave policy.

Section 8. While on vacation, if a bargaining unit employee experiences an illness or injury, or a death in the family that would qualify for paid sick leave, he/she may request that the time off be charged to sick leave by providing proof of eligibility.

Section 9. An employee may carry a maximum of one (1) year's accumulated vacation leave plus that earned in the current year. On January 1 of each year, no employee may have more than one year's accumulation of vacation credits. Each employee is responsible to schedule and use vacation. No cash in lieu of vacation will be granted. In special circumstances such as a pending retirement, upon written request, the County Engineer may grant written permission to accumulate and carryover vacation leave of more than one (1) year accumulation plus the current year, but in no event shall an employee accumulate more than three (3) years entitlement.

Section 10. Bargaining unit employees shall forfeit their right to take or to be paid for any vacation leave to their credit that is in excess of the maximum approved accrual. Such excess leave shall be eliminated from the employee's leave balance. Upon separation from service, an employee will be paid for any accrued, but unused, vacation leave to his/her credit.

Section 11. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 12. In the case of the death of a bargaining unit employee, the unused vacation leave to the credit of any such bargaining unit employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

**ARTICLE 30  
HOLIDAYS**

Section 1. Regular full-time employees receive the following paid holidays:

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

Section 2. If a regular full-time employee is required to work on a holiday, he/she will be paid at one and one-half (1-1/2) times his/her regular rate of pay for every hour worked, in addition to his/her regular holiday pay. Employees will be paid at two (2) times his/her regular rate of pay for any time worked AFTER eight (8) hours on the following holidays only: Christmas Day, New Year's Day and Thanksgiving day. Regular part-time employees will receive holiday pay for only those hours they would otherwise be scheduled to work on the holiday.

Section 3. If a holiday falls on Sunday, it is observed on the following Monday. If a holiday falls on a Saturday, it is observed on the preceding Friday.

Section 4. Only employees in active pay status will receive holiday pay. An employee who is not in active pay status the day before a holiday will not receive holiday pay. Employees on an unpaid leave, for any reason, on the day before a holiday will not be paid for the holiday. An employee must work the last regularly scheduled working day before and the first regularly scheduled working day after the holiday, unless such absence has been approved by the Employer. In case of illness, a physician's proof of disability will be required for the absence to be approved.

**ARTICLE 31  
EDUCATION BENEFITS**

Section 1. The Employer agrees to reimburse an employee for expenses incurred for Employer approved schooling and examinations upon successful completion of course work or passing examinations. Approval shall be granted only for course work or examinations necessary for the employee to perform specific functions of his job.

**ARTICLE 32  
ALCOHOL AND DRUG TESTING**

Section 1. Employees are subject to the Employer's Drug-Free Workplace policy to be administered subject to the rights and protections afforded under the collective bargaining agreement exclusive of those provisions subject to regulation by the Department of Transportation under 49 CFR Parts 40, 382, 391, 392 and 395.

**ARTICLE 33  
EQUIPMENT**

Section 1. Employees who operate equipment shall receive an equipment supplement in a minimum of four (4) hour increments.

Section 2. All employees in the bargaining unit shall have a valid CDL/B license as a condition of employment. All employees with a valid CDL/B license will receive a premium of ninety cents (\$.90) per hour. Employees with a CDL/A license will receive ten cents (\$.10) per hour premium above the CDL/B.

Section 3. Equipment shall be divided as follows:

Class A equipment is listed below but not limited to:

- |                 |                |
|-----------------|----------------|
| * Asphalt Paver | * Gradall      |
| * Track Hoe     | * Bucket Truck |

Class B equipment is listed below but not limited to:

- |                 |                |
|-----------------|----------------|
| * Grader        | * Backhoe      |
| * Chip Spreader | * Crane        |
| * Boom Mower    | * Road Widener |
| * Dozer         |                |

Class C equipment is listed below but not limited to:

- |                     |                        |
|---------------------|------------------------|
| * Roller (1)        | * Loader (1)           |
| * Distributor Truck | * Skid Steer (1)       |
| * Crack Sealer      | * Roadside Mower (1,2) |

1 The Loader, Skid Steer, Roadside Mowers and Roller are considered Class C equipment only when an employee operates said equipment for two (2) or more hours within one work day.

2 The parties agree that mowers utilized for facility grounds maintenance may continue to be operated by other than bargaining unit employees as a past practice.

Any new equipment shall be classified by the Engineer subject to discussion with the Union.

Section 4. Premium for operating equipment shall be paid as specified below.

Class  
A \$2.00  
B \$1.50  
C \$1.15

**ARTICLE 34  
BARGAINING UNIT WORK**

The Union agrees and recognizes that supervisors and foremen may assist a bargaining unit employee in performing a job task that involves bargaining unit work, or perform such work for the purpose of training, in an emergency, or when no bargaining unit employee is reasonably available. Supervisors or foremen shall not be assigned to do bargaining unit work for the sole purpose of avoiding overtime to bargaining unit members.

**ARTICLE 35  
REPORT AND CALL-IN PAY**

Section 1. An employee who reports for work and has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the control of the Engineer, shall be guaranteed two (2) hours pay.

Section 2. Whenever an employee is called to work outside his regular work day hours which do not abut his regular shift hours, he shall be paid a guaranteed minimum three (3) hours pay, at the appropriate rate.

**ARTICLE 36  
ECONOMIC BENEFITS**

Section 1. Wage Schedule - Employees shall be paid in accordance with the wage schedule exhibited as Appendix B. Wages are effective the start of the first pay period in each of the new contract years.

Section 2. Longevity - Employees shall receive five cents (\$.05) per hour for each year they have worked beyond one year. Longevity compensation shall start at the beginning of the year in which their second year of employment with the Highway Department occurs, and continue for each successive year thereafter to a maximum of one dollar (\$1.00) per hour. Employees hired on or after March 1, 2013, will not be eligible for longevity compensation under the terms of this agreement.

Section 3. Shift Allowance - Employees assigned to their regular shift hours on a shift other than days shall be paid a shift allowance of sixty cents (\$.60) per hour for all hours worked.

Section 4. Group Leader - When an employee is assigned as a group leader, he/she shall be paid two dollars twenty cents (\$2.20) per hour for all hours so assigned in addition to any other supplements for which the employee may be eligible.

Section 5. Uniform Practice - The Employer shall continue the practice of providing uniforms and uniform cleaning service.

Section 6. Personal Equipment Allowance - All full time employees on payroll January 1st of each year shall receive a personal equipment allowance of two hundred dollars (\$200) for each year of the contract, payable on or before March 1 of each contract year.

### **ARTICLE 37 SEVERABILITY**

Section 1. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by Federal law outside the terms and provisions of this Agreement, or by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provisions.

### **ARTICLE 38 WAIVER IN CASE OF EMERGENCY**

Section 1. In the case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Medina County Commissioners, the Medina County Sheriff, the Federal or State legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for Management or the Union's replies on grievances;
2. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of the Agreement and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

### **ARTICLE 39 DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective as of and from March 1, 2015 and shall continue in full force and effect through February 28, 2017, unless either party, not less than sixty days prior to the expiration date of this agreement, gives notice to the other of notice to negotiate or to terminate, modify, or negotiate a successor agreement.

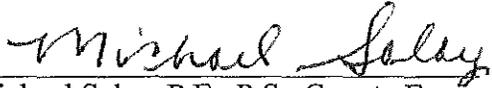
Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each

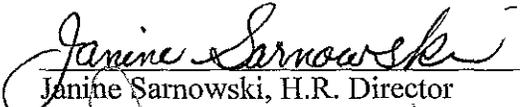
agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

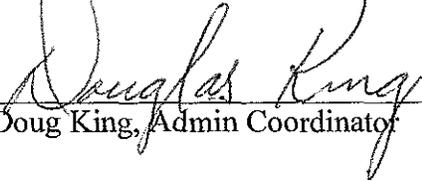
SIGNATURES AND AGREEMENT

Entered into and signed this day of March, 2015

FOR THE MEDINA COUNTY ENGINEER

  
Michael Salay, P.E., P.S., County Engineer

  
Janine Sarnowski, H.R. Director

  
Doug King, Admin Coordinator

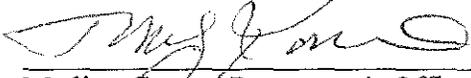
FOR TEAMSTERS, LOCAL 436

  
Gary M. Tiboni, President

  
John Fortesque, Secretary Treasurer

  
Christopher J. Pavone, Business Rep.

APPROVED AS TO FORM:

  
Medina County Prosecutor's Office

Approved by the Medina County Board of Commissioners by Resolution 15-0231

**APPENDIX A**

**MEDINA COUNTY ENGINEER  
TEAMSTERS, LOCAL 436**

**GRIEVANCE APPEAL FORM**

Date \_\_\_\_\_

Name of Employee \_\_\_\_\_ Grievance No. \_\_\_\_\_  
Grievant

Classification \_\_\_\_\_

Name of Supervisor \_\_\_\_\_

Date and Time of the incident giving rise to the grievance

Date \_\_\_\_\_ Time \_\_\_\_\_

Date and Time the grievance was first discussed with Supervisor

Date \_\_\_\_\_ Time \_\_\_\_\_

Nature of Grievance; Article and Section Violated: \_\_\_\_\_

Statement of Facts: \_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Steward's Signature

**MEDINA COUNTY ENGINEER**

**GRIEVANCE APPEAL**

**STEP 1**

Delivered by Grievant to Supervisor:

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Received by: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Answer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor: \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant: \_\_\_\_\_ Date \_\_\_\_\_

**STEP 2**

Delivered by Grievant to Operations Engineer:

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Received by: \_\_\_\_\_ Date \_\_\_\_\_

Operations Engineer's Answer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Operations Engineer: \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant: \_\_\_\_\_ Date \_\_\_\_\_

**MEDINA COUNTY ENGINEER**

**GRIEVANCE APPEAL**

**STEP 3**

Delivered by Grievant to Engineer:

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Received by: \_\_\_\_\_

Date \_\_\_\_\_

Engineer's Answer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Engineer: \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant: \_\_\_\_\_ Date \_\_\_\_\_

Final Resolution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Union Steward: \_\_\_\_\_

Grievant: \_\_\_\_\_

Management Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**  
**WAGES**

POSITION	Prob.1st Yr.	Prob. 2nd yr.	FT 1st year	FT 2nd year
Highway Worker 2	\$17.21	\$17.55	\$18.74	\$19.11
Highway Worker 3	\$18.17	\$18.53	\$19.58	\$19.97
Maintenance Worker (Non-Driver)	\$13.57	\$13.84	\$15.50	\$15.81
Maintenance Worker (Driver)	\$16.52	\$16.85	\$17.99	\$18.35

Medina County Engineer  
and  
Teamsters Local 436