



06-10-15
14-MED-10-1422
1574-01
K32278

AN AGREEMENT

Between

THE COUNTY OF MEDINA, OHIO
(WASTEWATER TREATMENT PLANTS)

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.....	1
5	Management Rights	2
6	No-Strike/No-Lockout	3
7	Non-Discrimination	3
8	Probationary Period.....	4
9	Union Representation.....	4
10	Visitations	4
11	Bulletin Boards	5
12	Vacancies and Job Postings	5
13	Transfers.....	5
14	Safety Committee.....	6
15	Discipline	6
16	Seniority	7
17	Lay-Off and Recall.....	8
18	Hours of Work	9
19	Overtime Pay.....	9
20	Equalization of Overtime	10
21	Unpaid Leave	10
22	Vacations.....	10
23	Holidays	12
24	Personal Day	13
25	Sick Leave.....	13
26	Funeral Leave.....	15
27	Jury Duty Leave	15
28	Call In Pay.....	15
29	Show Up Pay.....	15
30	Shift Differential	16
31	Weekend Premium	16
32	Wages and Salary Schedule	16
33	Longevity	17
34	License Renewal	18
35	Insurances.....	18
36	Work Clothing.....	18
37	Safety Equipment.....	18
38	Gender and Plural.....	18
39	Headings.....	19
40	Obligation to Negotiate.....	20
41	Conformity to Law.....	20

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
42	Legislative Approval.....	20
43	Total Agreement	20
44	Duration	21
45	Disciplinary Procedure.....	21
46	Grievance Procedure	24
47	Arbitration Procedure.....	26
48	Family Medical Leave	27
49	Civil Service Law.....	27
50	EPA Contact Hours.....	28
51	Alcohol and Drug Testing.....	28
52	Execution	29

ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Medina County Commissioners, hereinafter referred to as the “Employer” and the Service Employees International Union, Local 1, hereinafter referred to as the “Union”.

ARTICLE 2

PURPOSE AND INTENT

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

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 and regular part-time employees of the Medina County Sanitary Engineer’s Department occupying the classifications of Maintenance Worker, Operator-in-Training, Treatment Plant Operator I & II, and Zimpro Process Operator, excluding all confidential, managerial, professional, supervisory, temporary, seasonal and casual part-time employees. All other employees of the Employer are excluded from the bargaining unit.

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.

Employees must display a copy/facsimile of wastewater licenses and renewal of wastewater licenses near their workstations at the applicable plants.

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 pay check, 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, social security number, 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, personal wireless telephone 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 said 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 workforce which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6

NO-STRIKE/NO-LOCKOUT

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 services from the Employer for the duration 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; they 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 any grievance or appeal procedure contained herein or to any Civil Service Commission or 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.

8.03 Any new employee who is hired as an Operator trainee shall serve the probationary period outlined in 8.01; however, as a condition of employment, said employee must obtain an Operator I license within two (2) years of date of hire.

ARTICLE 9

UNION REPRESENTATION

9.01 The Employer recognizes the right of the Union to select stewards and alternate stewards 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/her 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.

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/her own, he/she shall first report to the supervisor in charge and advise him/her of the purpose of his/her 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 one (1) bulletin board located in the main treatment plant facilities. 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, and the rate of pay.

12.02 Any employee wishing to apply for the posted vacancy must submit his/her application in writing to the Plant 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, ability, and seniority. Employees with Class I and II licenses shall be given first consideration for promotions to Operator I and II, respectively, before hiring from outside the bargaining unit.

12.04 Upon a vacancy occurring within the same job title, employees may bid to the shift where the vacancy exists, at his/her present wage rate, providing such transfer will not adversely affect the efficiency of the Department, as determined by the Sanitary Engineer.

ARTICLE 13 **TRANSFERS**

Voluntary Transfers

13.01 Any employee wishing to transfer between job locations shall submit the request in writing. When voluntarily transferring any employee(s) between work locations and shifts, the Employer shall consider the following:

- a. The required skills, knowledge, and abilities of the position to which he/she is applying;

- b. Seniority;
- c. Employment records; and
- d. Written statement(s) of preference for work locations or shift(s) filed by the employee(s) with the appropriate office.

Voluntary transfers shall be at the discretion of the Employer after considering the above.

Involuntary Transfers

13.02 When the Employer determines a transfer is necessary, it shall post a notice for three (3) days requesting volunteers for the transfer.

If no one volunteers within three (3) days after notice is first posted or the volunteers are unacceptable, the Employer may then unilaterally assign and transfer those employees it deems necessary.

13.03 The Employer may temporarily assign an employee to fill in during the posting period.

ARTICLE 14

SAFETY COMMITTEE

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

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

ARTICLE 15

DISCIPLINE

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

15.02 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).

15.03 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 of 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.

15.04 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 3 of the Grievance Procedure. Verbal and written reprimands shall not be appealable or grievable under the Disciplinary Procedure and Grievance Procedure of this Agreement.

15.05 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.

ARTICLE 16 **SENIORITY**

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

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

- a. He/she resigns; he/she is discharged for just cause;
- b. He/she is laid-off for a period exceeding twelve (12) months;
- c. He/she retires;

17.06 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.

17.07 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.

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

17.09 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 no report for work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer.

ARTICLE 18

HOURS OF WORK

18.01 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. Any changes in shift hours shall be reasonable in nature. In the case of temporary shift changes the employee shall either maintain the shift differential for his regular shift or receive the shift differential of the shift to which he is moved, whichever results in a higher rate of pay.

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

18.03 Lunch period shall be a paid 30 minutes.

ARTICLE 19

OVERTIME PAY

19.01 All employees assigned to work overtime will be paid at the rate of one and one-half times (1 ½) their regular hourly rate for all hours actually worked in excess of eight (8) hours in any one (1) day or forty (40) hours per week.

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

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

ARTICLE 20

EQUALIZATION OF OVERTIME

20.01 The Employer shall be the sole judge of the necessity for overtime. The Employer shall endeavor, insofar as it may be reasonably practicable, to make an equitable distribution of overtime among qualified employees within a departmental classification by plant, from a rotating seniority list. Employees who are offered overtime and for any reasons refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

20.02 The following rules shall apply to overtime opportunity equalization:

- A. Overtime lists shall be developed and posted at the beginning of each quarter, *e.g.*, January 1, May 1, September 1, each calendar year. The posting each quarter shall be for fifteen (15) days. The overtime list shall be by job classification by plant, Liverpool, Hinckley and Chippewa. Employees who sign up on the overtime list shall be ranked in accordance with seniority. After the 15th day of the posting, if an employee requests to be added to the overtime list, he/she shall be added at the bottom of the list. An employee can go off the overtime list only once each quarter. If an employee comes back on the overtime list during a quarter, he/she shall be added to the bottom of the list for that quarter.

- B. The supervisor in charge of the shift shall call employees 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/she shall not be considered to have missed a call for overtime.

ARTICLE 21

UNPAID LEAVE

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

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

ARTICLE 22

VACATIONS

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

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

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

Employees shall become eligible for the maximum vacation accrual of 120 hours beginning with their 6th year of employment.

Employees shall become eligible for the maximum vacation accrual of 160 hours beginning with their 11th year of employment.

Employees shall become eligible for the maximum vacation accrual of 200 hours beginning with their 21st year of employment.

“Year” is defined as from the date-of-hire (service date) to the following year in which the employee’s date-of-hire occurs.

Employees shall not accrue additional vacation time for overtime hours worked.

Employees may be permitted to accumulate and carry over unused vacation into the following year up to the maximums set forth in 22.01

Vacation accumulated beyond the maximum shall be forfeited (i.e., not paid) in the pay period in which it was earned

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

22.03 Vacation time must be used in segments of not less than eight (8) hours except in cases of emergency as set forth in 22.05.

22.04 Employees shall request “prime-time” vacation by March 31 of each year. Vacation requests submitted after March 31 shall be granted on a first-come, first-serve basis. Prime-time vacation selection shall not be subject to Section 21.02 notice provisions. Requests shall be, notwithstanding unusual circumstances, granted by seniority within the same job title and job

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

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

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

23.04 The Employer shall make a good faith effort to canvass for holiday coverage, where an employee so requests, prior to denying a specific request for a holiday off. The Employer's obligation under this Section is grievable but not arbitrable.

ARTICLE 24

PERSONAL DAY

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

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

ARTICLE 25

SICK LEAVE

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

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

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

25.04 Sick leave may be used in segments of not less than one half (1/2) hour.

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

25.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his/her sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's sole discretion, be considered an unauthorized leave and shall be without pay.

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

25.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, to establish that he/she is not disabled from the performance of his/her duties and that his/her return to duty will not jeopardize the health and safety of other employees.

25.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children. Sick leave may also be used to care for a parent who resides with the employee or within Medina or a contiguous county on a short-term basis. Such sick leave may be subject to verification by the employer. Short-term basis shall not exceed forty (40) hours in a calendar year. These benefits are in addition to rights provided under FMLA.

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

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

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

ARTICLE 26

FUNERAL LEAVE

26.01 Each full-time employee shall be entitled to take up to three (3) paid days of funeral leave upon the death of a member of the employees' immediate family. Part-time employees shall receive one (1) paid day.

26.02 Immediate family shall be defined as; mother, father, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, or any other person standing in the place of a parent or grandparents of an employee or spouse.

26.03 Additional days shall be chargeable to the employee's sick leave. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother or sister.

26.04 For a person not a member of the immediate family, as defined above, time taken for funeral leave may be granted and charged to vacation time or without pay.

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

ARTICLE 27

JURY DUTY LEAVE

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

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

ARTICLE 28

CALL IN PAY

28.01 Any employee called in to work during non-scheduled time, or re-called to work after completion of regularly scheduled work hours, shall be given a minimum of three (3) hours straight-time pay.

ARTICLE 29

SHOW UP PAY

29.01 The Employer shall pay a minimum of four (4) hours "show up" pay to any employee who reports to work due to the failure of the Employer to notify the employee not to report.

ARTICLE 30

SHIFT DIFFERENTIAL

30.01 Employees working the afternoon shift shall be paid a shift differential of fifty cents (\$.50) per hour, and employees working the night shift shall be paid sixty cents (\$.60) per hour, effective at the beginning of the first full payroll period after the execution of this Agreement.

ARTICLE 31

WEEKEND PREMIUM

31.01 Employees working weekends shall be paid a weekend premium of one dollar and 50/100 (\$1.50) per hour for all hours worked during the course of the six shifts beginning at 12 midnight Friday and ending at 11:59:59, Sunday.

ARTICLE 32

WAGES AND SALARY SCHEDULE

32.01 Effective with the first pay of the 2015 payroll year, all employees shall receive a 2% increase and be paid according to the following schedule:

JOB TITLE	START	END PROBATION	ONE (1) YEAR	TWO (2) YEARS
Operator-In-Training	\$17.41	\$17.67	\$17.97	\$18.46
Maintenance Worker	\$19.79	\$20.11	\$20.42	\$20.92
Plant Operator I	\$19.48	\$19.80	\$20.13	\$20.62
Plant Operator II	\$22.59	\$22.97	\$23.34	\$23.83
Zimpro Operator	\$22.59	\$22.97	\$23.34	\$23.83

32.02 Effective with the first pay of the 2016 payroll year, all employees shall receive a 2% increase and be paid according to the following schedule:

JOB TITLE	START	END PROBATION	ONE (1) YEAR	TWO (2) YEARS
Operator-In-Training	\$17.76	\$18.02	\$18.33	\$18.83
Maintenance Worker	\$20.19	\$20.51	\$20.83	\$21.34
Plant Operator I	\$19.87	\$20.20	\$20.53	\$21.03
Plant Operator II	\$23.04	\$23.43	\$23.81	\$24.31
Zimpro Operator	\$23.04	\$23.43	\$23.81	\$24.31

32.03 Any current Zimpro Operator or Maintenance Worker who receives a Class I license shall receive an additional fifty cents (\$.50) per hour, and an additional seventy-five cents (\$.75) for acquiring and maintaining a Class II license. Any employee who receives a Class III license will receive an additional one dollar (\$1.00) per hour.

32.04 Any employee who receives a Class I, II, or III license shall be reimbursed by the Employer for the costs of the application fee and test fee. All expenses to be incurred must be submitted for pre-approval prior to the exam date. When application is submitted to EPA to take

exam, the employee must fill out a "Notice of Intent to Attend EPA Test" form supplied by the Employer. If pre-approval is not submitted, reimbursement could be denied. Costs reimbursable by the Employer shall be reimbursed pursuant to the Medina County Travel Policy in effect at the time of reimbursement. Reimbursement shall only be made to employees who submitted for pre-approval, provided copies of checks and/or money orders and provided valid receipts for such costs. Employees who take the test on a scheduled workday shall suffer no loss in pay.

32.05 Any Liverpool Zimpro Operator and/or Maintenance Worker, obtaining a Class A Driver's License (air brake, tank and combo endorsements) shall receive an additional fifty (\$.50) cents per hour.

32.06 A textbook/testing supplement shall be made available to all employees who have applied to take the Operator I examination.

32.07 In the event the Employer creates a new job classification, the Employer and Union shall meet and confer within thirty (30) days to discuss the appropriate wage rate for such classification. If no agreement is reached, the matter may be grieved pursuant to the Grievance procedure commencing at Step 3 and terminating at the conclusion of Step 4.

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

ARTICLE 33

LONGEVITY

33.01 All full-time employees shall receive annual longevity payments for 2015 and 2016 pursuant to the following schedule:

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

33.02 When determining length of service, only current continuous time worked with a Medina County government office will be considered. Payment shall be made by the Employer in one (1) annual installment between the third week of November and the second week of December in each year unless the Employer determines otherwise. Each employee must have reached his/her complete years of service by January 1 of the calendar year in which the longevity payment is received to receive credit for a full year of service. Prior part-time service will not be used to calculate years of full-time service for this policy. Each employee must be a current full-time employee at the time the longevity check is issued to receive a longevity payment. There will be no proration of payments for former employees who have terminated prior to the issuance of the longevity check.

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

ARTICLE 34

LICENSE RENEWAL

34.01 The Employer shall reimburse any employee for the license renewal fee for Class Operator I, Class Operator II, and Class Operator III licenses. Reimbursement shall only be made to those employees who submit valid and approved receipts and a copy of check or money order that was submitted for renewal.

ARTICLE 35

INSURANCES

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

ARTICLE 36

WORK CLOTHING

36.01 The Employer shall provide work uniforms to all employees by October 1 of each year. Such uniform shall consist of seven (7) shirts, and five (5) work trousers. The Employer shall provide winter jackets every odd-numbered year; choice of spring jackets or hooded sweatshirt of equal value in even-numbered years; and, safety shoes and glasses, which must be worn, on an annual basis. If the employee does not want the work trouser, they have the option to receive a warrant check for one hundred fifteen (\$115.00) dollars to purchase jeans. This check will be issued in August and is for non-probationary employees only.

36.02 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.

36.03 The Employer will provide to non-probationary employees one (1) pair of insulated coveralls or insulated bibs each odd-numbered year at the request of the employee.

36.04 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 37

SAFETY EQUIPMENT

37.01 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 insuring that such equipment shall give equal or greater protection than that furnished by the Employer.

37.02 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.

37.03 Personal protection equipment, provided by the Employer shall consist of prescription and/or non-prescription safety glasses and safety shoes, and which must be worn at all times when present on the Employer's premises.

37.04 Prescription safety glasses shall be provided during even-numbered years and must be obtained through the Union Eye Care Center, (Brunswick office only) up to the maximum amount listed below (forms available through supervisor):

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

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

37.06 In August of each year, the Employer shall prepare the necessary documents required by the County Auditor to issue a warrant in the amount of one hundred seventy-five dollars (\$175.00) to non-probationary employees for the purchase of safety shoes. This warrant will be in conjunction with the one hundred fifteen (\$115.00) dollar jeans allowance provided at 36.01, if employee so chooses, for a total of two hundred ninety (\$290.00) dollars.

37.07 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 38

GENDER AND PLURAL

38.01 When 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 39

HEADINGS

39.01 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 affect any interpretation of any Article or Section.

ARTICLE 40

OBLIGATION TO NEGOTIATE

40.01 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.

40.02 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 41

CONFORMITY TO LAW

41.01 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.

41.02 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 42

LEGISLATIVE APPROVAL

42.01 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 43

TOTAL AGREEMENT

43.01 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.

ARTICLE 44

DURATION

44.01 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.

44.02 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 45

DISCIPLINARY PROCEDURE

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

45.02 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The notice served on the employee shall contain a reference to dates, time and places, if possible.

45.03 The Notice of Discipline served on the employee shall be accompanied by written statement that:

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

b. The employee is entitled to representation by a Union representative or an attorney at his/her own expense.

45.04 All employees shall have the following rights:

a. An employee shall be entitled to representation by a Union representative or an attorney at his/her expense at each step of the disciplinary procedure.

b. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages, or working conditions as a result of the exercise of his/her rights under this procedure.

45.05 Where the Sanitary Engineer seeks as a penalty the imposition of a suspension without pay, a demotion, or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Verbal and written reprimands shall not be appealable under this Disciplinary Procedure.

45.06 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the applicable rules and regulations and the employee's employment shall be terminated.

45.07 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 45.11, until the matter is settled, the grievance is denied arbitration, or an arbitrator renders a determination.

45.08 The following administrative procedures shall apply to disciplinary actions:

a. The Sanitary Engineer or designee and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. However, it being understood that any settlement of a potential policy grievance shall not be binding and/or set precedent in regard to the Union. The Sanitary Engineer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The employee must be advised before meeting that he/she is entitled to representation by the Union or an attorney at his/her costs, during the initial discussion.

b. If a mutually agreeable settlement is not reached at this informal meeting the Sanitary Engineer will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Sanitary Engineer may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline shall include advice as to the employee's rights in the procedure and the rights of representation.

c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Sanitary Engineer, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

45.09 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

45.10 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney at his/her expense as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties, except as specified in 45.08(a). The Union shall be notified of all settlements.

45.11 An employee may be suspended with pay at any time during the process if the Sanitary Engineer or designee, at his/her sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

45.12 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 contained herein. No disciplinary actions shall be appealable to any Civil Service Commission or State Personnel Board of Review.

45.13 An employee will receive copies of all materials placed in his personnel record. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material but does acknowledge he has seen it.

Only suspensions and terminations are arbitrable.

45.14 TIME CARDS

45.14.1 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.

45.15 LATE

45.15.1 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.

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

45.15.3 A "rolling" twelve (12) month period is defined as the period of time beginning on the date of the first occurrence and ending when that same date is reached one year later.

Example: *Lateness occurs on March 2, 2013 and will remain active for tracking purposes until March 2, 2014.*

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

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

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 March 14, 2014 one (1) occurrence drops off leaving a total of two (2) occurrences. The next occurrence that is supposed to drop off would be on April 20,

2014; however there is another late on April 3, 2014. The employee is now back up to three (3) occurrences and a second written warning is issued.

On April 20, 2014, one (1) occurrence drops off taking this employee back to two (2) occurrences. The next occurrence that is supposed to drop off would be on June 25, 2014; however, this employee is late on May 5, 2014, 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).

45.16 Failure to punch in or out

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

45.16.2 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

45.16.3 If an employee fails to punch in and it is evident that he/she was present at the beginning of their scheduled shift, the Supervisor, at his discretion may waive the progressive discipline as outlined above. The Employee **MUST BE AWARE** that if it is discovered that this incident was falsified in any manner (i.e. employee was, in fact, late arriving to work but stated he/she failed to punch in), discipline will be implemented for an automatic three (3) day suspension without pay. The Employer's obligation under this section is neither grievable nor arbitrable.

ARTICLE 46 GRIEVANCE PROCEDURE

46.01 Every employee shall have the right to present his/her 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.

46.02 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.

46.03 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/her representative, if any.
- c. If a grievance affects a group of employees working in different locations, 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 41.02, 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.

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

Step 1: An employee who believes he/she may have a grievance shall notify his/her 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/her 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/her 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/her 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/her 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/her business agent, if he/she 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/her business agent, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The County Commissioners 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/she 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.

ARTICLE 47

ARBITRATION PROCEDURE

47.01 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.

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

47.03 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.

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

47.05 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.

47.06 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.

47.07 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 48

FAMILY MEDICAL LEAVE

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

ARTICLE 49

CIVIL SERVICE LAW

49.01 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 50

EPA CONTACT HOURS

50.01 The required contact hours mandated by the Ohio EPA in order to maintain an Operator Certification is the sole responsibility of the employee.

50.02 The courses to meet the required contact hours may be paid for by the employer or will be made available in-house by the employer with no cost to the employee. If such training is conducted “in house,” employees shall receive their regular rate of pay, including overtime pay, if applicable. If such training is outside of the employee’s normal work shift and results in overtime pay, such overtime hours shall be limited to the number of hours of the training.

50.03 If the course or a particular course is out of town and required by the employer, the employer will pay for the course and reimburse the employee for mileage, meals, lodging as well as lost time in accordance with county policy.

50.04 Any contact hours obtained outside of the in-house training not required by the employer will be at the sole discretion of the employee and the employee will be responsible for all costs incurred. The employee will provide the employer verification of attendance at such outside training.

50.05 Licensed operators must provide to their Supervisor, before their license expiration date, evidence that they have the required amount of contact hours needed to renew said license. Failure to provide this information shall result in re-classification to Operator-in-Training and reduction in pay.

50.06 Zimpro Operators and Maintenance Workers must provide to their Supervisors, before their license expiration date, evidence that they have the required amount of contact hours need to renew said license. Failure to provide this information shall result in loss of license pay.

ARTICLE 51

ALCOHOL AND DRUG TESTING

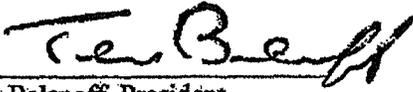
51.01 The members will comply with the Medina County Board of Commissioners’ Alcohol and Drug Policy, a copy of which is available through their supervisor, with the following exceptions: (1) a supervisor and manager or two supervisors have to agree there is cause to send a bargaining unit member for 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.

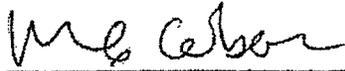
ARTICLE 52

EXECUTION

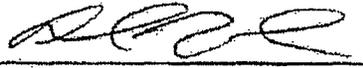
52.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 3 day of March, 2015.

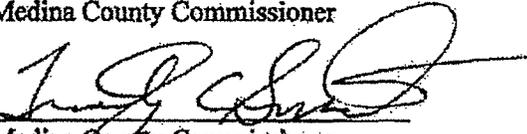
FOR THE UNION:
Service Employees International
Union, Local 1


Tom Balanoff, President

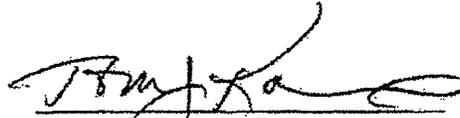

Max Gerboc, Grievance Representative

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


Medina County Commissioner


Medina County Commissioner

Medina County Commissioner


For Medina County Prosecutor
Approved as to Form Only

MEMORANDUM OF UNDERSTANDING
Waste Water Treatment – Medina County, Ohio
SEIU

This Memorandum of Understanding is to memorialize the employer's acknowledgment that information regarding the County's finalized health insurance plans for the following year is time critical and that providing the information at the initiation of the open enrollment period may not be timely to many employees. Therefore, the employer agrees to convey the information regarding the County's health care plans to the employees upon the final determination of those plans so as to afford additional time for each employee to make his or her decision.



Medina County Commissioners, Board President

3 MAR 15
Date



On Behalf of SEIU, Local 1

3/15/2015
Date

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Sanitary Engineer (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above-proposed disciplinary action. Please read the attached information regarding these rights.

EMPLOYER

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Sanitary Engineer if you want to appeal the proposed disciplinary action.

I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper)

Signature:

Date:

Approved:

Date:

Sanitary Engineer's Signature:

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Sanitary Engineer.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Sanitary Engineer within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with the Sanitary Engineer.
3. If you file your objections, the Sanitary Engineer will schedule a formal meeting within 10 days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Sanitary Engineer will report his/her decision within 15 days following the close of the hearing.
5. You will have 5 days after receipt of the Sanitary Engineer's decision in which to appeal the decision pursuant to the Grievance Procedure.