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LABOR AGREEMENT

between

THE COUNTY OF MEDINA, OHIO  
(Public Defenders, Clerical)

and

TEAMSTERS UNION LOCAL 293

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

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STATE EMPLOYMENT  
REGISTRATION UNIT

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**ARTICLE 1**

**PREAMBLE**

1.01 This Agreement is hereby entered into by and between the Medina County Commissioners' Public Defender's Agency, hereinafter referred to as the "Employer," and Teamsters Union Local No. 293, hereinafter referred to as the "Union."

**ARTICLE 2**

**PURPOSE AND INTENT**

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

**ARTICLE 3**

**RECOGNITION**

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

3.02 In the event of a substantial change of duties of a position or if a new position is created

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

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

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

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

of such property, facilities, processes of work; and (0) terminate or eliminate all or any part of its work or facilities.

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

#### **ARTICLE 5 NO-STRIKE**

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

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

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

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

#### **ARTICLE 6 DUES DEDUCTIONS**

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

6.02 The initiation fees or dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The initiation fee will be deducted at the end of the one hundred eighty (180) day probationary period, at twenty-five (\$25.00) dollars per month. Union dues will be deducted after the 61<sup>st</sup> day of employment. The Union shall, in the form of an invoice, submit to the Employer a certification of bargaining unit membership indicating total amount to be paid.

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

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

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

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

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

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

**ARTICLE 7 NON-DISCRIMINATION**

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

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

**ARTICLE 8 PROBATIONARY PERIOD**

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

8.02 All newly selected employees pursuant to Article 12 will be required to serve a promotional probationary period of one hundred twenty (120) calendar days. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous classification, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review, or to any Civil Service Commission. This probationary period shall commence at the time the employee is moved into the new classification.

**ARTICLE 9 UNION REPRESENTATION**

9.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a representative at



## ARTICLE 11

## EMPLOYEE RIGHTS

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

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

11.03 If a complaint is investigated and placed on the employee's personnel file, it shall be marked with respect to final disposition.

11.04 Employees driving personal vehicles for work-related duty shall be reimbursed forty-seven (\$.47) cents per mile, as of January 1, 2012. It is established that the Internal Revenue Service rate effective on this same date is \$.555 per mile. The Employer shall subsequently adjust the reimbursement rate every six (6) months during the term of this contract based upon the variance of the IRS rate at each six (6) month interval from the IRS rate in effect as of January 1, 2012. (Example: the July 1, 2013 IRS rate is \$.52 per mile; employer shall therefore increase its rate to \$.435 per mile on or about July 1, 2013).

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

## ARTICLE 12

## VACANCIES AND JOB POSTINGS

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

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

In the event a vacancy occurs in a position not included in the bargaining unit, the Employer agrees to notify the Union and/or post a notice of such vacancy for notification to those employees who may be interested in making application.

12.02 Any employee wishing to apply for the posted vacancy must submit his application in writing for the job posting by the end of the posting period in order to be considered for the position.

12.03 All vacancies, if filled, shall be on the basis of knowledge, skill and ability. If two (2) or more applicants are equally qualified to fill a position, the most senior employee shall be selected. If less than two (2) applications are received, or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

12.04 If an employee is required to be Civil Service certified or certified by the Employer, the Employer shall provide the employee written notice of said requirement. Employees shall have twelve (12) months from the time of said notice to become certified. If federal law requires any updates in certification or qualifications for any positions, employees must obtain the updated certification or qualifications on their own time and at their own expense.

Employees shall be provided time off, with pay, to take Civil Service certification examinations relating to their original appointment with the Employer, however, expenses shall be borne by the employee.

12.05 Any employee who, as a result of this Section, is selected to fill a vacancy shall be required to complete the appropriate probationary period as set forth in Article 8 herein.

12.06 The Employer shall have the discretion to permit voluntary demotions or lateral transfers. Where an employee requests a voluntary demotion, the Employer agrees to notify Local 293 prior to making its decision.

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

### **ARTICLE 13 SENIORITY**

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

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

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

**ARTICLE 14**

**LAYOFF AND RECALL**

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

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

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

14.04 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who does not respond to recall or does not report to work within ten (10) calendar days from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer.

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

**ARTICLE 15**

**SICK LEAVE**

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

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

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

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

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

15.06 If an employee fails to submit adequate proof of illness, injury, or death upon request, or in the event that upon such proof as is submitted or upon the request of medical examination, the Chief Public Defender finds no satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence; such leave may be considered an unauthorized leave and shall be without pay.

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

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

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

15.10 Any full-time employee who has one hundred twenty (120) hours or more of accumulated sick leave may redeem sixteen (16) hours of unused sick leave for the cash equivalent and eight (8) hours of unused sick leave for either eight (8) hours of personal time or the cash equivalent.

15.11 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer (at least the last 5 with Medina County and at least 5 other years with Ohio or its political subdivisions and has transferred unused sick leave to Medina County in accordance with established procedure) and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred and sixty (960) hours. Employees with fifteen (15) years of continuous full-time service or more are entitled to receive one-half (1/2) of their accrued unused sick leave in cash at the time of retirement to a maximum of nine hundred sixty (960) hours. After completion of twenty-five (25) years or more of service employees are entitled to a cash payment of 100% of their accrued sick leave to a maximum payment of nine hundred sixty (960) hours.

15.12 Employees hired after December 31, 2012 will be subject to the following table for payment of sick time upon retirement.

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

**ARTICLE 16**

**UNPAID PERSONAL LEAVE OF ABSENCE**

16.01 The Employer may grant a leave of absence without pay to a permanent employee for any personal reason or disability illness, injury or condition. Such a leave has a maximum duration of six (6) months and may not be extended; however, you may apply for a disability separation thereafter. Leaves for a disabling illness, injury or condition are limited to the period of time that the employee is unable to perform his/her duties.

16.02 The employee must request an unpaid leave of absence in writing. The request must state both the reason for as well as the dates for which the leave is needed and include a doctor's report if the leave is needed for a disabling illness, injury or condition. The doctor's report must state the reason for the leave and its expected duration. If the leave is for a disabling illness, injury or condition, the employee must present a doctor's certification which states he/she can return to work without restrictions when returning from this leave.

16.03 The employee must provide the Chief Public Defender with at least fifteen (15) days advance written notice of the date he/she intend to return from unpaid leave of absence. Upon completion of the leave the employee will be returned to the same or a similar position within the prior classification. The employee may return from leave early if the Employer agrees.

16.04 An employee who fails to report for work at the end of an unpaid leave of absence shall be removed from the County's employ through its disciplinary procedure.

16.05 If the Employer finds the employee is not using the leave for the purpose designated, the leave will be cancelled and the employee directed to report to work.

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

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

16.08 The Employer will not provide benefits to employees on unpaid leave of absence. It will however allow the employee to continue health insurance and related benefits at the employee's expense



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

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

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

#### **ARTICLE 19 JURY AND COURT TIME**

19.01 During regular working hours, employees will be given time off without loss of pay when performing jury duty, when subpoenaed to appear before court, public body, or commission in connection with County business. A notice confirming court appearance shall be required and should be submitted to the employee's supervisor immediately. Compensation received shall be turned into the Employer and documented.

#### **ARTICLE 20 MILITARY LEAVE**

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

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

military service.

**ARTICLE 21**

**HOLIDAYS AND PERSONAL DAY**

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

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

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

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

21.05 Employees shall receive one (1) additional holiday to be used the day after Thanksgiving Day.

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

21.07 Part-time employees who are instructed to work a holiday listed in Section 21.01 will receive time and one-half for all hours worked if the holiday falls on the part-time employee's regularly scheduled workday. When needed, the Chief Public Defender may request a part-time employee to work extra during the week when time is lost due to a holiday to make up for the lost time.

**ARTICLE 22**

**VACATIONS**

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

<u>Upon Completion Of:</u>	<u>Accrual Rate/ Bi-Weekly Period:</u>	<u>Maximum Carryover (including current accrual):</u>
One (1) year	3.1 hours	160 hours
Five (5) years	4.6 hours	240 hours
Ten (10) years	6.2 hours	320 hours
Twenty (20) years	7.7 hours	400 hours

22.02 After the first year of full-time employment, an employee receives eighty (80) hours of vacation credit. After this first year of employment, employees accrue vacation credit each bi-weekly pay period according to the above schedule.

22.03 Employees may not accrue more than the specified hours of vacation. All time accrued in excess of such amount shall be forfeited. Vacation time shall be used in not less than one-quarter (1/4) hour increments.

22.04 Requests for any and all accrued, paid leave of one (1) day or more made during the window period January 1 through January 31 which is to be taken as time off March 1 through the last day of February of the subsequent year shall take precedence over any and all other leave requests. Vacation requests received during this period will be granted on the basis of seniority. All use of vacation time must be approved by the Chief Public Defender.

Requests made outside of the window period or requests for time off of less than one (1) day shall be awarded on a first-come, first-served basis, except that requests made on the same day shall be awarded by seniority.

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

22.06 Employees who have earned more than two (2) weeks' vacation can take up to two (2) weeks back to back when signing up for vacation time if approved by the Chief Public Defender.

### **ARTICLE 23 WORKDAY AND WORKWEEK**

23.01 The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day including one-half (1/2) hour and excluding one-half (1/2) hour for meals. The normal starting time for employees shall be 8:00 a.m. and the normal end of the workday will be 4:30 p.m. unless the Chief Public Defender determines otherwise.

23.02 All employees will be required to record their work time in a manner determined by the Chief Public Defender, recording commencement and termination of the work day, as well as the lunch break.

23.03 Employees shall not receive the one-half (1/2) hour paid portion of their lunch if they use personal time immediately before or immediately after the paid portion of their lunch.

23.04 Tardiness will be recorded in increments of six (6) minutes.

23.05 If a weather emergency is declared by the Board of County Commissioners, employees will be compensated for the time they were scheduled to work during the emergency period. If employees are released from work because of non-weather related emergency situation (fire, natural gas leak, etc.), the employees will be compensated for the time they were scheduled to work during the emergency period.

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

As stated above if an emergency closing occurs, the employee will draw normal pay and will not be charged for vacation, sick, or compensatory leave.

### **ARTICLE 24 REST PERIODS**

24.01 There shall be two (2) fifteen (15) minute rest periods each workday. The rest periods, to

the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift, except for other mutually agreed upon schedules.

24.02 In order to minimize down time, rest periods shall be taken during natural breaks in work assignments with the approval of their supervisor.

24.03 Employees shall not receive a rest period if they use personal time immediately before or immediately after a paid rest period.

## **ARTICLE 25 OVERTIME PAY**

25.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1 1/2) times their regular hourly rate or, at the employee's discretion, earn compensatory time at the same rate for all hours actually worked in excess of forty (40) hours in any week. There shall be no pyramiding of overtime payments.

25.02 For the purpose of computing overtime pay, holidays, vacation and compensatory time shall be counted as time actually worked. All employees shall receive their regular hourly rate for all hours worked, unless those hours worked are subject to the overtime provision of this Article.

25.03 Any employee who is recalled to work after leaving work or on a day when he/she is not scheduled to work shall be given a minimum of two (2) hours' work or two (2) hours' pay at his/her regular hourly rate, providing that the time worked or paid for does not about the employee's workday.

25.04 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not affect the orderly and efficient operation of the Employer. Employees shall be able to accrue compensatory time to a maximum of eighty (80) hours.

Such time may be taken off upon prior approval of the Employer. If an employee works overtime when his compensatory time bank is at the maximum, such time worked will be paid.

## ARTICLE 26

## INSURANCES

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

26.02 Medina County Job and Family shall continue to participate in the Teamsters Local Union No. 293 Health and Welfare Fund and shall make a minimum and maximum contribution as follows for each employee actively employed by the Agency during such time:

Employer shall in respect to each regular Employee pay into the Welfare Fund \$738.68 per month. If the Board of Trustees find it necessary to increase the overall Funds contribution level the Welfare Fund can increase the Agency's contribution rate a maximum of 5% if needed on January 1, of 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.

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

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

26.05 The Agency agrees that when a regular employee is off work due to illness or injury other than an injury to which workers' compensation applies, is laid off or becomes deceased, the Agency will make the monthly contribution for the month following the last month on account of which contributions are required to be made under 26.03; and that when a regular employee is off work due to an illness or injury to which workers' compensation applies, the Agency will make contributions for the time following the last month on account of which contributions are required to be made under 26.03. However, the Agency will pay for no more than what is required by law beginning with the first month following the month in which the employee last actually worked and received pay.

26.06 Contributions required by this Article shall be due on the tenth (10<sup>th</sup>) day of each month for the preceding month. In the event the Agency fails to make payment within the ten (10) day period as required, the Trustees of the Welfare Fund shall have the right to declare the Agency to be in default, and to commence legal action in any court for the recovery of the monies due with interest thereon at the rate of fifteen percent (15%) per annum plus all costs and expenses, including legal fees incurred in the collection. Any dispute including but not limited to disputes as to payments, amounts required to be paid and/or employees covered under this Article shall not be subject to the grievance or arbitration provisions under Articles 38 & 39.

26.07 The Agency will forward to the Welfare Fund its contribution each and every month

accompanied by the required report form. Said report shall set forth in alphabetical order each regular employee, and in being made, and with respect to any employee for whom contributions were previously made shall automatically be entitled to have the Agency make a contribution for him/her the current reporting period if the report form fails to give a reason for the cessation or lapse.

26.08 The Union further agrees that because of the establishment of this Welfare Fund and in consideration of the agreement of the Agency to the above Sections may abandon any other Welfare program.

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

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

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

26.11 Any part time employee (variable hours) (bargaining unit member) who is not eligible to receive health care benefits under the Teamsters Plan, who, despite maintaining the status of part time employee nonetheless becomes eligible for health care coverage in accordance with the Affordable Care Act, shall be accordingly offered health care coverage under the employer' plan.

**ARTICLE 27 SALARY SCHEDULE**

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

a) Commencing on the first pay period including January 1, 2015, all full-time and part-time employees holding the position of receptionist/screener will be paid as follows:

Start ..... \$12.19 per hour

After one year .....\$12.56 per hour

After two years .....\$12.94 per hour

After three years .....\$13.33 per hour

b.) Commencing the first pay period including January 1, 2015, all full-time legal secretaries

will be paid as follows:

Start ..... \$12.76 per hour

After one year .....\$13.14 per hour

After two years .....\$13.53 per hour

After three years .....\$13.94 per hour

c.) Commencing the first pay period including January 1, 2013, all full-time employees

holding the position of Administrative Assistant will be paid as follows:

Start ..... \$16.65 per hour

After one year .....\$17.15 per hour

After two years .....\$17.66 per hour

After three years .....\$18.15 per hour

27.02 At the sole discretion of the Employer, a newly hired employee with experience of an appropriate nature may be hired at a step above entry level, and the Employer, at its discretion, may move an existing employee to a higher level or classification.

27.03 The Employer shall reimburse the cost for obtaining and maintaining a Notary Public Commission for all employees required to be notaries.

**ARTICLE 28 LONGEVITY**

28.01 All full-time employees shall receive longevity payments commencing upon the completion of five (5) years of current, continuous full-time service with Medina County. It is agreed that years of service of prior Medina County service will be added for the purposes of calculation longevity



reference to dates, times, and places where possible, specify the proposed discipline and shall be accompanied by a written statement advising that:

- a. the employee has the right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
- b. the Grievance Procedure provides for a hearing by an independent arbitrator as it's final step; and
- c. the employee is entitled to representation by a Union representative at every step of the proceeding.

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

29.05 Discipline shall be imposed only for just cause.

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

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

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

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

29.09 The following procedures shall apply to disciplinary actions:

- a. The Chief Public Defender the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Chief Public Defender shall hold an

informal meeting with the employee and representatives, if requested by the employee, within ten (10) days after service of the Charges for the purpose of discussing the resolution. The specific nature of the matter will be addressed. The charged party will be permitted to offer any explanation or present any evidence to the Chief Public Defender to rebut the Charges. The Chief Public Defender may offer to adjust a proposed disciplinary penalty. The employee must be advised before the meeting that they are entitled to representation by the Union during the initial discussion.

- b. If a mutually agreeable settlement is not reached at the informal meeting, the Chief Public Defender shall, within ten (10) working days after service of the Notice of Charges, prepare a formal Notice of Discipline and present it to the employee and the Union. If there is no informal meeting or it is waived, the Chief Public Defender may prepare the Notice of Discipline and present it to the employee and the Union. The Notice of Discipline will contain a determination of the charges and inform the employee what discipline is being rendered. The Notice of Discipline will include advice as to the employee's rights in the disciplinary procedure and the right to representation.
- c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or appeal the Chief Public Defender's decision by filing a grievance at Step 1 of the Grievance Procedure. The grievance must be filed within five (5) working days after receipt of the Notice of Discipline. The employee has the right to discovery after receiving the Notice of Discipline, but prior to the Step 1 Grievance hearing.

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

29.11 Discipline shall not be implemented until either:

- a. the matter is settled, or

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

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

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

- a. A disciplinary matter may be settled at any time. The terms of the settlement shall be in writing. An employee executing a settlement shall be notified of the right to have a Union representative present or may decline representation. A settlement entered into by the Employer and an employee shall be final and binding on all parties. The Union shall be notified of all settlements.
- b. A failure to file a grievance within the above time limits shall be construed as an agreement with the discipline rendered. All subsequent appeal rights shall be deemed waived.
- c. All reprimands, including verbal, shall be reduced to writing and placed in the employee's personnel file.
- d. There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.
- e. The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion, or discharge) to any Civil Service Commission or State Personnel Board of Review.



place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known, to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

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

Step 1:

If the dispute is not resolved informally, it shall be reduced to writing by the aggrieved party and presented as a formal written grievance to the Chief Public Defender within ten (10) days after the events giving rise to the grievance. The Chief Public Defender shall convene a hearing within ten (10) days after receiving the formal written grievance. The hearing will be held with the aggrieved party and a Union representative, if requested. The grievant may present any evidence or testimony to rebut the charge. The Chief Public Defender shall issue a written decision to the Union and copy to the employee within ten (10) days after the hearing.

Step 2:

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

**ARTICLE 31**

**ARBITRATION PROCEDURE**

31.01 In the event a grievance is unresolved after being processed through both steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default, then within ten (10) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within ten (10) days after submitting its notice of appeal to arbitration, the parties will meet to select an arbitrator under Section 31.07. If the parties cannot mutually agree to the selection of an arbitrator, then the arbitrator shall be selected by the strike method from the permanent panel set forth in Section 31.07.



**ARTICLE 33**

**ALCOHOL AND DRUG TESTING**

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

**ARTICLE 34**

**MISCELLANEOUS BENEFITS**

34.01 The Employer will designate staff rest rooms for the use of employees where possible.

34.02 The Employer shall supply each employee with a copy of this agreement as well as the Employment Manual, including all updates.

**ARTICLE 35**

**BULLETIN BOARDS**

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

**ARTICLE 36**

**HEADINGS**

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

**ARTICLE 37**

**GENDER AND PLURAL**

37.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 38**

**LEGISLATIVE APPROVAL**

38.01 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 39**

**CONFORMITY TO LAW**

39.01 This Agreement shall be subject to and subordinated to any applicable present and future federal law and any state law listed as non-negotiable at R.C. 4117.10. 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.

39.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

**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/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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 negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this



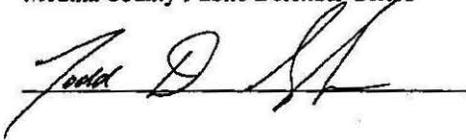
ARTICLE 43

EXECUTION

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

FOR THE EMPLOYER  
Medina County Public Defender Office

FOR THE UNION  
Teamsters Union Local 293



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\_\_\_\_\_

Jack W. Sideris, President - Bus Mgr  
Michael H. Zemla, Sec -Treasurer  
Thomas Tyrrell, Vice President  
Michael Klingbeil, Rec. Secretary  
Bruce Osborne, Business Agent

5505 VALLEY BELT ROAD - SUITE D  
INDEPENDENCE, OHIO 44131-1447  
216/739-9489  
FAX: 216/739-9245



BEER BEVERAGE AND WINE INDUSTRY SALESMEN, WORKERS, DRIVERS  
HELPERS AND WAREHOUSEMEN • FUNERAL AND LIVERY CHAUFFEURS  
AND HELPERS FUNERAL HOME EMPLOYEES • FLORAL AND SPECIAL  
SERVICES DRIVERS, HELPERS, WORKERS • AND ALL AUTOMOBILE  
SALESMEN CUYAHOGA COUNTY AND VICINITY OHIO

**TEAMSTERS LOCAL UNION NO. 293**

*Affiliated with the*

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

April 28, 2015

State Employment Relations Board  
Attention: Tammy Johnson  
SERB Research  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

RE: Medina County Public Defenders (Clerical).

Dear Ms. Johnson;

Enclosed you will find the completed collective bargaining agreement for Medina County Public Defenders (Clerical) and Teamsters Local Union No. 293.

Sincerely,

Michael Klingbeil – Recording Secretary  
Teamsters Local Union No. 293

STATE EMPLOYMENT  
RELATIONS BOARD  
2015 APR 30 PM 2:26