



06-12-15  
14-MED-10-1574  
3216-01  
K32333

AN AGREEMENT

between

THE MEDINA COUNTY BOARD OF COMMISSIONERS  
(TRANSIT DEPARTMENT)

and

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,  
AFL/CIO, LOCAL #340

EFFECTIVE: January 1, 2015

EXPIRES: December 31, 2016

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>PAGE</b>
1	Preamble.....	1
2	Definitions.....	1
3	Recognition.....	1
4	Management Rights.....	1
5	No-Strike.....	2
6	Non-Discrimination.....	2
7	Dues Deductions.....	2
8	P.E.O.P.L.E.....	3
9	Probationary Period.....	3
10	Labor/Management Committee.....	4
11	Personnel Records.....	4
12	Bulletin Boards.....	4
13	Transportation/Bidding Procedures.....	4
14	Seniority.....	6
15	Layoff and Recall.....	7
16	Sick Leave.....	8
17	Holidays.....	9
18	Jury Duty Leave.....	10
19	Bereavement Leave.....	10
20	Family Medical Leave (FMLA).....	11
21	Medical Unpaid Leave of Absence.....	11
22	Union Leave.....	12
23	Personal Day.....	12
24	Breaks and Lunch.....	13
25	Meeting Attendance.....	13
26	Overtime.....	13
27	Call-In Pay/Calamity.....	13
28	Salary Schedule.....	14
29	Unpaid Leave.....	14
30	Vacation.....	14
31	Insurance.....	15
32	Headings.....	16
33	Gender and Plural.....	16
34	Obligation to Negotiate.....	16
35	Total Agreement.....	16
36	Conformity to Law.....	16
37	Civil Service Law.....	17
38	Duration.....	17
39	Subcontracting.....	17
40	Alcohol and Drug Testing.....	17
41	Hepatitis Vaccinations.....	17
42	Evaluations.....	18
43	Discipline.....	18
44	Health and Safety.....	20
45	Grievance Procedure.....	21
46	Execution.....	24

**ARTICLE 1**                      **PREAMBLE**

1.01 This Agreement is hereby entered into by and between Medina County Board of Commissioners, hereinafter referred to as the “Employer”, and the Ohio Association of Public School Employees, hereinafter referred to as the “Union”.

**ARTICLE 2**                      **DEFINITIONS**

Demand Route – Route that is directed by a manifest and may change based on scheduled pick up and drop offs.

Fixed Route – Route that has fixed locations and fixed times for stops. Also known as a loop route.

Days – shall be defined as calendar days if the deadline falls on a Saturday, Sunday or Holiday then the deadline would be the following business day.

**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 for all full-time and regular part-time employees employed by the Employer occupying the positions of: Bus Driver. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 Full time shall be defined as any employee who is regularly scheduled to work not less than seventy-two (72) hours per pay period, one thousand eight hundred seventy two (1872) hours per calendar year.

3.03 Part time shall be defined as any employee who is regularly scheduled to work fifty-eight (58) or less hours per pay period.

**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 the legal status, management or responsibility of such property, facilities, processes or work; o) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its 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 and shall not be subject to the grievance procedure.

**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 or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of mandatory or discretionary 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. The Union shall not contest the Employer's complaint for injunctive relief.

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 NON-DISCRIMINATION**

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

6.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

**ARTICLE 7 DUES DEDUCTIONS**

7.01 During the term of this Agreement, the Employer agrees to deduct from the wages of employees who have voluntarily signed dues deduction authorization forms permitting said deductions for the payment of dues to the Union upon presentation of a written authorization individually executed by an employee. Such deductions shall be pro-rated and deducted on a

monthly basis.

7.02 The dues so deducted shall be in the amounts established by the Union. 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. A check will be forwarded to the State O.A.P.S.E. Treasurer.

7.03 The Employer will deduct dues from the first pay of each calendar month. If an employee has no pay due on that pay date, such amounts will be deducted from the next or subsequent pay.

7.04 Any employee who is not a member of the Union 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.

7.05 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.

7.06 The Union agrees to indemnify and save the Employer harmless against any and all claims that may rise out of or by reason of action taken by the Employer in the performance of its obligations under this Article.

**ARTICLE 8** **P.E.O.P.L.E.**

8.01 The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in written authorization. Execution of such authorization by the employee shall be voluntary and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the OAPSE State Office together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE 9** **PROBATIONARY PERIOD**

9.01 All new employees will be required to serve a probationary period for candidates who present a valid Commercial Driver's License (CDL) Class C with Passenger (P) endorsement that period will be ninety (90) days for all other candidates that period will be one hundred twenty (120) 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 or to the State Personnel Board of Review.

9.02 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 8.01, above.

**ARTICLE 10**

**LABOR/MANAGEMENT COMMITTEE**

10.01 In the interest of sound labor/management relations, once each quarter on a specifically designated day and time, the Director and/or designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems and to promote a more harmonious work environment.

10.02 These meetings shall be scheduled in advance by those who are to attend and shall not interfere with the bargaining unit member's scheduled work day (except when initiated by the Employer/designee).

**ARTICLE 11**

**PERSONNEL RECORDS**

11.01 It is the employee's responsibility to notify Human Resources whenever there is a change of address, telephone number, marital status, dependents, deductions, etc. The employee must submit any updated information to the Human Resources on the Records Change Form.

11.02 Employees may review their personnel file maintained in the Human Resources Department. The employee shall make the request to Human Resources a minimum of two (2) working days prior to the date to review the file. Personnel files shall be reviewed in the presence of a Human Resources representative. At the request of the member, a representative of the Union may accompany the member. A member may obtain a copy of materials from his/her personnel file at cost which will be provided to the employee within five (5) working days.

**ARTICLE 12**

**BULLETIN BOARDS**

12.01 The Employer shall provide the Union with adequate bulletin board space. The Employer shall have the right to direct a union officer to remove any material not in conformance with 11.02 below.

12.02 No notices, memorandums, posters or other forms of communication will be posted on the bulletin board 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 posting such material. The Employer agrees not to post any notices, memorandums, posters or other forms of communication on this bulletin board space.

**ARTICLE 13**

**TRANSPORTATION / BIDDING PROCEDURES**

13.01 Routes will be bid not less than twice per year. Permanent bids will be posted in the first full week of January and July each year. They will remain posted for one (1) week followed by one (1) week for route selection. The bidding for all routes shall be conducted in the following manner:

- a. All employees shall be scheduled to bid on routes by seniority. Employees who do not place a bid on their scheduled date will, at the end of the day, be placed on the

same or similar route held in the prior period so as not to delay selection. When a driver has made a final selection and the supervisor has noted this on the master bid sheets, the driver cannot elect to change their route selection. Selections shall be implemented within three (3) weeks after route selection is complete.

- b. Bus drivers may bid for vacant or new runs as they occur. Such runs shall be awarded by seniority. If a current bus driver applies for and is awarded such a run, thereby creating a new vacancy in his/her previous position, that new vacancy shall also be filled by seniority. If no bargaining unit member applies for a run or after the second successor bid, the Employer may assign another driver or hire from outside the bargaining unit.
- c. The Transportation Supervisor may make changes in routes/runs, and times, for the reasons of safety or to maximize efficiency.
- d. Employees may be permitted to trade a daily run provided they are in the same work week. Prior approval must be requested and approved by the Transportation Supervisor or his/her designee prior to trading the run.
- e. If mechanical failure, accident, or other delays beyond his/her control cause a driver to work in excess of their regular time, the driver shall be paid for all such excess time. It shall be the responsibility of the driver to file for the excess time. Excess time shall be paid in quarter or tenths of an hour increments.

13.02 The time measurement shall be made for each driver for the time necessary to depart from the bus storage point and return directly to the storage point for each route.

13.03 The total daily driving time shall include fifteen (15) minutes pre-trip and fifteen (15) minutes post trip, which includes bus clean-up time.

13.04 Notwithstanding another provision of this Agreement, the Employer reserves the right to deny any employee a specified route during the bidding process or to remove any employee from a route for the good of the Employer, at its discretion. Employees removed from their route shall, to the extent practical, be offered another route with the same or similar hours.

13.05 Hours bid are only estimated hours per day and may be increased or decreased at the discretion of the Employer based on efficient operating procedures. All employees except full-time employees, are limited in bidding for not more than twenty-nine (29) hours per week and twelve (12) hours per day. Any employee who has his/her scheduled route(s) reduced by more than five (5) hours per week (excluding reductions due to Holiday closures), shall have the right to bump another less senior employee with the same or similar hours or choose to accept the reduced route. The employee who is subsequently bumped out of a route/s shall have the choice to accept the reduced route or bump a less senior employee in the same manner. If no employee accepts the reduced route, the Employer shall post the vacant position in accordance with Section 12.10. If the route is reduced due to cancelations, the driver of that route can be ordered to work his/her entire shift (i.e. training videos, cleaning bus, etc.) or be offered the opportunity to come in

late or leave early without pay. Employees shall be given the choice of whether or not to work extra time. If no employee chooses to work extra time, the Employer may order such work to be done in reverse seniority order.

13.06 Six (6) employees will be denoted as full-time and shall be scheduled and shall work not less than thirty-six (36) plus overtime. Any full-time employee who fails to average at least thirty-six (36) hours per week during the previous run board period, loses full-time status and is placed at the end of the full-time selection rotation.

13.07 Employees shall bid on all routes based on seniority, with the most senior employees choosing between all routes available, including full-time routes. Any employee who chooses to accept a full-time position shall continue as a full-time employee during the entire term of this agreement provided they maintain the required thirty-six (36) hours per week as stated above.

13.08 Upon the event an employee relinquishes his/her full time route, he/she shall return to the bottom of the list for selection of full time routes and the full-time route shall be otherwise offered based on seniority rotation.

13.09 During the term of this agreement there may be up to 6 full-time positions, providing enough hours are available for scheduling during bid process. Lack of hours to fill all full-time positions shall not be subject to grievance procedure for the term of this agreement. If an opening of a full-time route occurs during the operational year, that full-time route shall be put up for bid, in its entirety, based on seniority.

13.10 Announcement of vacant positions/routes will be posted on the bulletin board of each site for a period of seven (7) days.

13.11 The notice of vacancy shall include the following:

- A. The route
- B. Date of Posting
- C. Application procedure & deadline date
- D. Position starting date and last day to apply

13.12 Employees shall be required to drive not less than twenty (20) hours per week, if such driving time is available. Employees shall drive not less than six (6) hours per day.

## **ARTICLE 14                      SENIORITY**

14.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer in a job classification within the bargaining unit. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, which will be added to his total length of continuous employment. Employees who have been employed

by the Employer in a position not in this bargaining unit prior to the effective date of this Agreement shall have such employment counted for seniority purposes.

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

- a. He resigns;
- b. He is discharged for just cause;
- c. He is laid-off for a period of time exceeding twenty-four (24) months;
- d. He retires;
- e. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g. He refuses recall or fails to report to work within ten (10) working days from the date the Employer sends the employee a recall notice by regular and certified mail, unless he is physically unable to do so as certified by the appropriate authority.

14.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by their application date (when the application was stamped and received).

14.04 Within thirty (30) days of the execution of this Agreement, the Employer will publish a seniority roster. Employees shall have ten (10) days to appeal their seniority to the Transit Director. Absent any appeal within this period, the employees' seniority shall be deemed final. A new seniority list shall be posted and given to the Union in January of each year.

14.05 Seniority will not be interrupted by authorized leaves of absence. Seniority, however, will not accumulate while an employee is on an unpaid leave of absence except in cases of Family Medical Leave (FML) and workers' compensation.

14.06 Any employee who has been or may be promoted or transferred from a job within the bargaining unit to a position outside the bargaining unit shall retain their seniority held at the time of such promotion or transfer. If the employee returns to the bargaining unit, the employee shall be entitled to exercise the seniority accumulated from prior service within the bargaining unit.

## **ARTICLE 15**

### **LAYOFF AND RECALL**

15.01 Where, because of economy, consolidation, abolishment of functions, curtailment of activities, or for other good cause, the Employer determines it necessary to reduce the size of its



months.

16.07 A pattern use of sick leave may not be established over a period of less than three (3) months. A formal last warning will be issued with evidence of patterned abuse. The issuance of a formal last warning is not appealable. Formal discipline and imposition of the requirement for a physician statement will not be imposed until after the formal last warning is issued. If the employee disagrees with the warning, a letter explaining the objection may be placed in the employee's personnel file. If there is subsequent discipline, the employee may present the objection letter in any subsequent grievance arbitration.

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

16.09 Payment of sick time 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.			

16.10 Employees who are injured on-the-job may utilize their sick leave during the Workers' Compensation waiting period.

16.11 A \$300 incentive bonus shall be paid after the completion of calendar year for any employee that has taken four (4) or less sick days in that calendar year. The bonus amount shall be prorated at the time of separation, provided the employee has not exceeded the prorated sick day limit. New employees are not eligible until the next full calendar year.

**ARTICLE 17**

**HOLIDAYS**

17.01 Employees who are normally scheduled to work and who choose to work or who are required to work on authorized County holidays, shall be paid at time-and-on-half (1½) their regular rate of pay for the hours they work on such holidays.

17.02 Prior to each holiday where the number of bus runs will be reduced, a signup sheet will be posted for qualified drivers who wish to work on the holiday. To the extent practical, drivers will



19.03 The term “immediate family” for Bereavement Leave shall be defined as the employee’s: spouse, parents, current spouses’ parents, children, grandparents, sibling(s), grandchildren, step parents, step-children, or step-siblings.

19.04 Additional days for bereavement shall be chargeable to the employee’s sick leave and must have prior approval from Transit Management.

19.05 For a family relative not a member of the “immediate family”, as defined above, time taken for bereavement leave may be granted and charged to sick time, or with no pay.

**ARTICLE 20** **FAMILY MEDICAL LEAVE (FMLA)**

20.01 Family Medical Leave will be granted in accordance with the Family Medical Leave Act of 1993. Employees shall be required to take all time off accruals for which their employment status so qualifies them, e.g., sick and/or vacation hours or personal day as of the first day their leave begins. In no event may an employee take any portion of their FML as unpaid until all available accrued paid time has been exhausted.

20.02 All paid time off shall run concurrently with the twelve (12) week FML entitlement. Such paid and unpaid leave under FML shall equal a maximum total of twelve (12) work weeks (480 hours). This also applies to a FML that is taken either intermittently or through a reduced work schedule.

**ARTICLE 21** **MEDICAL UNPAID LEAVE OF ABSENCE**

21.01 The employer may grant a medical unpaid leave of absence to an employee who has completed the probationary period set forth in Article 8 for any disability, illness or injury suffered by the employee. The employee must exhaust all available paid time off before a medical unpaid leave of absence will be permitted. The maximum duration for Medical Unpaid Leave is six (6) months and may be extended at the Employer’s discretion. Leaves for a disabling illness, or injury are limited to the period of time that the employee is unable to perform his/her duties if less than six (6) months. The Employer may request medical certification establishing the employee’s injury or illness as a condition of granting medical unpaid leave of more than three (3) consecutive days.

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

21.03 The employee must provide the Employer with at least fifteen (15) days advance written notice of the date he/she intend to return from medical unpaid leave of absence. Upon completion of the leave he/she will be returned to the same or a similar position within his/her classification. The employee may also end this leave early if the Employer agrees.





worked three (3) hours, that employee shall receive a minimum of three (3) hours pay at their regular rate of pay, inclusive of time already worked.

27.02 Whenever Medina County Public Transit is closed due to a calamity situation, employees who have reported to work shall be paid a minimum of three (3) hours pay at their regular rate of pay, inclusive of time already worked.

**ARTICLE 28                    SALARY SCHEDULE**

28.01 Effective the first pay period of 2014, the following salary schedule shall be implemented:

	<u>Step 1</u>
2015	\$12.17
2016	\$12.41

28.02 Employees who are assigned duties of training a new employee will receive a \$1.50 per hour increase for each hour performing such training.

**ARTICLE 29                    UNPAID LEAVE**

29.01 The Employer shall grant time off without pay to an employee who has been employed not less than one (1) year by the Employer. Such time off without pay has a maximum duration of up to four (4) calendar weeks cumulative and must be requested in writing to the employee's supervisor. Leave shall be granted in calendar week increments, regardless of whether the employee takes all bid days or only one (1) bid day within that calendar week. No more than two (2) employees can be permitted off on the same day. Additional days and/or number of employees permitted off per day shall be granted at the Employer's discretion.

Employees shall be granted unpaid leave for the following calendar year according to seniority if such leave is requested on or between December 1<sup>st</sup> and December 15<sup>th</sup> in each year of the agreement.

After December 15<sup>th</sup>, such leave shall be granted on a first-come first-serve basis. If such leave is requested by two or more individuals on the same day, the employee(s) with the most seniority shall be granted leave over the less senior employee(s).

Full-Time employees must use accrued vacation time prior to being placed on an unpaid leave of absence.

**ARTICLE 30                    VACATION**

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

<u>Years of Service</u>	<u>Accrual Rate x Hrs. Worked</u>	<u>Maximum Carryover</u>
1-5	0.03875	160 hours
6-10	0.0575	240 hours
11-20	0.0775	320 hours







**ARTICLE 42**

**EVALUATIONS**

42.01 Employees shall be required to sign completed evaluations and will be given a copy of said evaluation at time of signing. Such signature shall not be considered as an employee's agreement to any or all of the evaluation but only acknowledges that the employee has seen the completed evaluation. Written statements of disagreement will be signed by the employee's immediate supervisor (again with the understanding that such a signature only indicates the receipt of said rebuttal) and attached to the performance evaluation for the inclusion with the evaluation in the employee's personnel file with copies given to the employee.

**ARTICLE 43**

**DISCIPLINE**

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

43.02 The Employer agrees to apply discipline in a progressive manner unless the nature of the offense(s) reasonably dictates greater or lesser discipline. All employees shall have the following rights:

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

43.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

43.04 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, times and places, if possible.

43.05 When the Employer seeks as a penalty the imposition of a fine a verbal written reprimand or suspension without pay, notice of such discipline shall be made in writing and served on the employee personally or be registered or certified mail, return receipt requested.

43.06 Employees are subject to immediate termination if the Employer evidence of a serious infraction, such as, but not limited to, theft, use of non-prescription drugs or alcohol on duty, commission of a felony, intentional infliction of injury to a passenger, coworker or forging Transit Department documents. A termination may be appealed directly to Step II of the Grievance Procedure within five (5) working days following receipt of the Notice.

43.07 Discipline, except termination as stated in Section 41.06, shall not be implemented until either:

- 1. The matter is settled, or
- 2. The employee fails to file a grievance within the time frame provided by this

procedure, or

3. The penalty is upheld at Step II of the Grievance Procedure.

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

1. The employee has a right to object by filing a grievance within ten (10) working days following receipt of the Notice of Discipline;
2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. The employee is entitled to representation by a Union representative at every step of the proceeding;

43.09 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 41.06, until the matter is settled or the arbitrator renders a determination.

43.10 The following administrative procedures shall apply to disciplinary actions:

- A. The Employer 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. The Employer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee must be advised before the meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the Employer, 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 Employer may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right 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 pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step II within ten (10) working days from receipt of the Notice of Discipline.

43.11 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.

43.12 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 to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

43.13 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

43.14 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion, fine or discharge) to any Civil Service Commission or State Personnel Board of Review.

43.15 Forms - Appendix:

1. Notice of Disciplinary Action
2. Appeal or Acceptance of Disciplinary Action
3. Employee Rights

43.16 Attendance Program

No Call, No Show	1 point
Reporting to work more than 6 minutes late	½ point
Calling off less than 3 hours prior to the start of your shift	½ point
Using call off line between 7pm and 5 am	½ point

Point stay on employee record for twelve months.

43.17 Discipline for points shall be as follows:

5 points	Counseling
6 points	Verbal Warning
7 points	Written Warning
8 points	1 day Suspension
9 points	3 day Suspension

**ARTICLE 44**

**HEALTH AND SAFETY**

44.01 The employer agrees to provide a secure workplace, appropriate training on new equipment as required and provide safety protection for all employees.

44.02 The employee(s) accept the responsibility to operate and work with tools, equipment, and

work area in a safe and proper manner and accepts the responsibility to follow all reasonable safety rules and safe working methods of the Employer.

44.03 All employees should notify his/her immediate supervisor of any perceived unsafe condition in a timely manner.

44.04 Upon notice of any alleged violation, the administration will investigate the situation and determine whether a violation exists and the appropriate steps to abate the violation. The administration will notify the individual and the OAPSE Union President making one complaint and its response to that complaint.

44.05 Any matter concerning an alleged health and safety violation shall be addressed immediately.

## **ARTICLE 45** **GRIEVANCE PROCEDURE**

45.01 The Employer recognizes that in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievance. Such procedures shall be available to all bargaining unit employees and no reprisals of any kind shall be taken against any employee of the bargaining unit initiating or participating in the grievance procedure.

45.02 A Grievance is a complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or misapplication of the provisions of only this Agreement.

### 45.03 Grievance Procedure

Informal Any member having a grievance shall first discuss such grievance with his immediate supervisor within ten (10) days from the date of the incident giving issue to the grievance.

Step I If the matter is not resolved to the satisfaction of the Grievant, within seven (7) days, from the date of the informal meeting, s/he shall set forth his/her complaint in writing to the Director or his/her designee.

The Director or designee shall issue a decision in writing to the Grievant within seven (7) days of receipt of the written complaint.

Step II The Grievant may appeal the Step 1 decision to the County Administrator or designee within seven (7) days from receipt of the written response.

The County Administrator or designee shall meet with the Grievant within ten (10) days after the grievance is appealed.

The County Administrator or designee shall submit their decision in writing to the Grievant within ten (10) days of the meeting.

Step III If the grievance is not resolved to the Grievant's satisfaction, a demand for

arbitration may be made to the Transit Director within thirty (30) days following the date of the Step II answer.

The Union and Employer shall select an Arbitrator from the panel listed below. Should the Union and Employer be unable to mutually agree on an Arbitrator, then the Arbitrator shall be selected by striking names, with the Union striking first.

1. Jeff Belkin
2. Harry Graham
3. Nels Nelson
4. Dennis Byrne
5. Nancy M. Johnson

45.04 Related grievances involving the same employee/s and arising out of the same set of facts or occurrence may be consolidated for arbitration. If the parties cannot agree on consolidation, the Arbitrator will decide the issue of consolidation before hearing any of the case.

45.05 The decision of the Arbitrator shall be final and binding upon all parties involved and shall serve as the final step of the grievance procedure.

45.06 Union Representation. A member may have a Local #340 representative at each step of the Grievance Procedure. In addition, the O.A.P.S.E. State Representative may be present at any step of the grievance procedure.

Whenever possible, the same representative(s) will be provided at Step I and Step II. At the Informal Hearing, the Union representative(s) must schedule a meeting with the immediate supervisor, stating the general purpose of the meeting and who will be present. The Employer reserves the right to have other administrators present at such a meeting as it deems appropriate.

45.07 Fees and Expenses of Arbitration. All fees and expenses of the Arbitrator shall be borne by the party losing the arbitration, unless there is split decision. A split decision means the grievance is granted or denied in part. If there is a split decision or there is any doubt as to who is the losing party, the Arbitrator will be responsible for determining which party is responsible for the costs. Each party shall be responsible for the expense of its own representation and any witnesses it may call.

45.08 Time Limits.

- a. The number of days indicated at each step is considered a maximum. The time limits specified may be extended by written agreement of the parties involved.
- b. Failure by the Employer, at any step of these procedures, to hold the hearing provided or to issue a decision on a grievance within the specified time limits shall be considered as a denial of the grievance.

- c. Failure by the Grievant to appeal to the next step within the time limits specified shall be considered as a resolution of the grievance at the current level and further appeal shall be barred.
- d. The failure of either party to meet the time limits shall not be construed as precedent.

#### 45.09 Procedure Rules

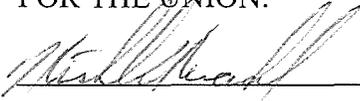
- a. All grievances must be filled out on the "Official Grievance Form."
- b. The Grievant may choose to represent himself/herself without representation. In such an event, the Grievant must waive Union representation in writing. The written waiver must be submitted to the Employer and the Union. The Union President must be notified of final disposition of the grievance. No disposition shall be inconsistent with this agreement.
- c. With respect to discipline cases, only suspensions, demotions, fines, and termination are arbitrable. All other disciplinary actions are grievable by filing a grievance at Step 1 of the grievance procedure. If the grievance is not resolved at Step 1, the employee may not proceed further through the grievance procedure, but may prepare a written statement that will be attached to the notice of discipline and kept in the employee's personnel file.
- d. The Arbitrator has no authority to add to or subtract from the express and specific written provisions of this agreement.

ARTICLE 46

EXECUTION

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

FOR THE UNION:

  
\_\_\_\_\_

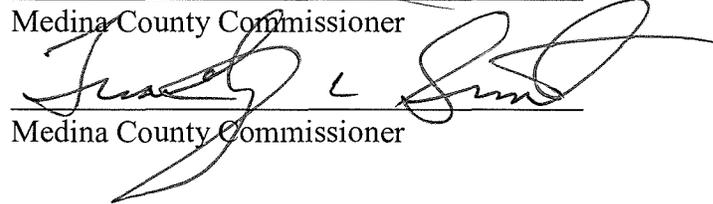
Deborah K. Shaw  
\_\_\_\_\_

\_\_\_\_\_

FOR THE EMPLOYER:

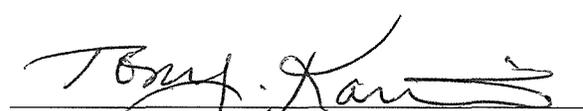
  
\_\_\_\_\_

Medina County Commissioner

  
\_\_\_\_\_

Medina County Commissioner

\_\_\_\_\_

  
\_\_\_\_\_

For Medina County Prosecutor

Approved as to Form Only

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your 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.

---

TRANSIT DIRECTOR

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within ten (10) working days to the Transit Director 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: \_\_\_\_\_

Transit Director'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 Transit Director.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Transit Director within ten (10) 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 with ten (10) working days of receipt of the proposed discipline with the Transit Director.
3. If you file your objections, the County Administrator or designee will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The County Administrator or designee will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the County Administrator's or designee's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record with at least twenty (20) working days prior to the date of arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.