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AGREEMENT

between

**MEDINA COUNTY, OHIO
(SANITARY ENGINEER)
(WATER DISTRIBUTION WORKERS)**

and

TEAMSTERS LOCAL 436

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

TABLE OF CONTENTS

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

ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the Medina County Commissioners, hereinafter referred to as the "Employer," and the Teamsters Local 436 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 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; (e) To provide a basis for the adjustment of matters of mutual interest by means of the procedures established herein; and (f) To establish working conditions or future practices that are fair and reasonable.

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment as provided by the State Employment Relations Act, for all full-time employees of the Medina County Sanitary Engineer occupying the classifications of water distribution worker. All other employees of the Employer are excluded from the bargaining unit. Listing the classifications herein has no effect on management's right to add or abolish classifications or to assign work between classifications or to non-bargaining unit members. In the event the Employer creates a classification not listed above, the Union shall be notified in writing prior to the effective date.

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

3.03 The Employer shall not assign bargaining unit work to non-bargaining unit Medina County Sanitary Engineer employees to eliminate an existing bargaining unit member's position.

ARTICLE 4 DUES DEDUCTIONS

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

4.02 The Employer agrees to deduct initiation fees, re-initiation fees and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made automatically from the first

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

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

4.04 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 fifteen (15) days from the date of making said deductions.

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

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

4.07 Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of a written notice to the Employer from the Union.

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

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

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: (a) hire, discharge, transfer, suspend, and discipline employees 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 with

prior notice; (n) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work; and (o) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 6 NO-STRIKE

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

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately. Neither shall the Union oppose the Employer's attempt to seek injunctive relief.

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

6.04 The Employer shall not lock out employees during the term of the Agreement.

ARTICLE 7 NON-DISCRIMINATION

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

ARTICLE 8 PROBATIONARY PERIOD

8.01 All newly hired employees shall be required to serve a probationary period of one hundred twenty (120) days. During such probationary period, the Employer shall have the sole discretion to discharge such employee(s), and any such action shall not be appealable through a grievance or appeal procedure, through the State Personnel Board of Review, or through any other legal action, including a complaint for wrongful termination.

8.02 All newly promoted employees will be required to serve a promotional probationary period of ninety (90) days. During such period, the Employer shall have the sole discretion to

demote such employee(s) to their previous position, and any such demotion shall not be appealable as described in section 8.01 above.

ARTICLE 9 UNION REPRESENTATION

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

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

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

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

ARTICLE 10 UNION REPRESENTATION VISITATION

10.01 The Employer may admit Union representatives to the Employer's facilities during the Employer's normal business hours, with prior notice. The representative(s) shall request admittance to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Upon the Employer's approval, the Union representative shall identify himself to the Employer or the Employer's designated representative before entering any work area or speaking to any bargaining unit employees. The Employer authorization shall not be unreasonably denied.

ARTICLE 11 BULLETIN BOARDS

11.01 The Employer shall allow the Union to supply one (1) bulletin board located in the main reporting facility. The Union shall be responsible for the care, maintenance, and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 11.02 below.

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

ARTICLE 12 PERSONNEL FILES

12.01 The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable advance request made to the Employer.

12.02 Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file.

12.03 Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Employer.

ARTICLE 13 VACANCIES AND JOB POSTINGS

13.01 When the Sanitary Engineer determines there is a vacancy in the bargaining unit, he will post an announcement of such vacancy or vacancies. Said postings shall remain posted for a period of seven (7) calendar days. The announcement shall contain the job title of the vacancy, a brief job description of the minimum requirements of the job, and the rate of pay.

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

13.03 The vacancy, if filled, shall be on the basis of knowledge, skill and ability. In the event two or more applicants are equally qualified in skill and ability as determined by the Employer, then seniority shall govern.

ARTICLE 14 DISCIPLINE

14.01 The Employer will not discipline a non-probationary employee without just cause.

14.02 Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct.

14.03 Any form of discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

14.04 There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.

14.05 The Employer will administer a system of discipline based on its assessment of the facts. Discipline may result from a violation of a current work rule or policy or for unsatisfactory job performance. The disciplinary measures the Employer may consider are as follows:

1. Written Warning
2. Written Reprimand
3. Suspension
 - (a) Short Suspension up to three (3) days
 - (b) Long Suspension over three (3) days.
4. Discharge

14.06 The Employer has the right to give more than one warning or reprimand in lieu of suspension or a higher level of discipline. Higher levels of discipline may occur for first offenses.

14.07 Before the Employer issues a suspension or discharge, the employee is to be given a personal opportunity to informally present his statement about the facts and circumstances of the proposed discipline. The Employer is to notify the employee and the Union representative of the time, date, and place where the meeting is to occur. The employee is entitled to Union representation at the meeting (one steward, the Union President and the Union representative). The employee will have waived his opportunity for a meeting if he fails to attend the scheduled meeting. His discipline will be based on the facts known to the Employer at that time. The Employer shall notify the employee about the suspension or discharge within a reasonable period of time.

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

14.09 Only suspensions and terminations are arbitrable.

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

Written Warning	-	9 months
Written Reprimand	-	1 year
Suspension	-	2 years
Termination	-	Permanent

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

14.11 TIME CARDS

- 14.11.1 Employees are responsible for punching their own time card. Altering, falsifying, tampering with, or recording time on another employee's time card shall result in termination.

14.12 LATE

- 14.12.1 For the purpose of this Article, "late" is defined as any unexcused incident where the employee reports to work after their scheduled starting time and shall be known as an "occurrence" for tracking purposes.
- 14.12.2 Tracking will be evaluated on a "rolling" twelve (12) month basis commencing with the date of the first occurrence.
- 14.12.3 A "rolling" twelve (12) month period is defined as the period of time beginning on the date of the first occurrence and ending when that same date is reached one year later. **Example:** *Lateness occurs on March 2, 2005 and will remain active for tracking purposes until March 2, 2006.*
- 14.12.4 Progressive discipline shall be imposed on the basis of accumulated occurrences during the course of the rolling calendar year:

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

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

Example: Employee's rolling calendar starts March 14, 2005 for being late. The employee is also late on April 20, 2005 and June 25, 2005. These total three occurrences and a written warning is issued.

As of March 14, 2006 one (1) occurrence drops off leaving a total of two (2) occurrences. The next occurrence that is supposed to drop off would be on April 20, 2006; however there is another late on April 3, 2006.

The employee is now back up to three (3) occurrences and a second written warning is issued.

On April 20, 2006, one (1) occurrence drops off taking this employee back to two (2) occurrences. The next occurrence that is supposed to drop off would be on June 25, 2006; however, this employee is late on May 5, 2006, which takes him back up to 3 occurrences. Because there were two written warnings issue at the same level the next higher level of discipline would be imposed (written reprimand).

14.13 FAILURE TO PUNCH IN OR OUT.

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

14.13.2 Progressive discipline shall be imposed for additional instances:

Two (2) occurrences..... written warning

Three (3) occurrences... written reprimand

Four (4) occurrences.....short suspension up to three (3) days

Five (5) occurrences..... long suspension over three (3) days

Six (6) occurrences.....termination

ARTICLE 15 GRIEVANCE PROCEDURE

Grievance actually occurs or grievant should be reasonably aware.	
Informal Step (Supervisor)	Discussion with supervisor and answer in five (5) days. The parties shall note in writing the day of the discussion.
Step 1 (Sanitary Engineer)	<ol style="list-style-type: none"> 1. Written grievance filed with Sanitary Engineer or his administrative assistant within ten (10) days of when grievance occurs or grievant should be aware. 2. Sanitary Engineer or their administrative assistant meets with grievant within five (5) days after filing. 3. Sanitary Engineer must provide written response in five (5) days from meeting.
Step 2 (County Administrator)	<ol style="list-style-type: none"> 1. Grievance filed with County Administrator within ten (10) days after Sanitary Engineer's Step 1 answer. 2. County Administrator must meet with grievant within ten (10) days after grievance is filed at his level. 3. County Administrator submits written report ten (10) days after meeting with grievant.
Step 3 (Arbitration)	<ol style="list-style-type: none"> 1. Demand for arbitration must be made within thirty (30) days after County Administrator's Step 2 answer. Demand sent to Sanitary Engineer and County Administrator. 2. Union and Sanitary Engineer select an arbitrator from the following- panel: (1) Dr. David M. Pincus; (2) Hyman Cohen; (3) Charles Ipavec; (4)

	<p>George Van Pelt; (5) Dennis Minni; and (6) Morris Shenker.</p> <p>3. Arbitrator is selected in order of appearance on the panel listed above. Exceptions may be made from the order of selection if the arbitrator cannot accept the appointment and conduct a hearing within 45 days from the time the parties have contacted him regarding an arbitration hearing.</p> <p>4. Upon receipt of Union's letter referring a grievance to arbitration, the Employer shall notify the next arbitrator on the panel of his appointment. If the arbitrator cannot accept the appointment within the time frame above, the next arbitrator shall be contacted by the Employer until an arbitrator has been scheduled. The hearing date must be selected within fourteen (14) days after the arbitrator has accepted the appointment or the grievance is <u>dismissed</u>.</p>
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Grievance Procedure Definitions

1. Grievance - Written claim by an employee or the Union alleging a violation, misinterpretation or misapplication of the collective bargaining agreement.
2. Grievant - An employee, group of employees or the Union.
3. Day - Calendar day.

Grievance Procedure Rules

1. All grievances must be filled out on the "Union Grievance Form."
2. Grievance waived if time lines are not followed. Grievant proceeds to next step if the Employer fails to provide timely answer. The time limits may be extended by mutual consent.
3. Union steward and representative can represent grievant at all levels of grievance procedure.
4. Grievant must waive Union representation in writing. Written waiver must be submitted to Union president. Union president must be notified of final disposition of the grievance.

5. With respect to discipline cases, only written reprimands, suspensions, and terminations are arbitrable.
6. Necessary Union witnesses receive time off with pay to testify at the arbitration hearing.
7. Arbitrator's decision made within his jurisdiction is final and binding. The arbitrator has no authority to add to or subtract from the expressed terms of the contract. Loser pays unless a split decision. Split decision means the grievance is granted or denied in part.
8. Union stewards receive notice of each grievance hearing and the disposition of the grievance at each step.

ARTICLE 16 SENIORITY

16.01 Seniority shall be defined as an employee's uninterrupted length of continuous full time employment with the Sanitary Engineer – Water Distribution Department as recognized under this contract. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period will be added to his total length of continuous service.

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

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

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

ARTICLE 17 LAY OFF AND RECALL

17.01 Where, because of economy, consolidation, or abolishment of functions, curtailment of activities, or for other good cause, the Employer determines it necessary to reduce the size of its work force, employees shall be laid off according to their relative seniority within the bargaining

unit with the least senior being laid off first, provided that all students, temporary, part-time, seasonal, and probationary employees within the bargaining unit are laid off first.

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

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

ARTICLE 18 HOURS OF WORK

18.01 Hours 8:00am – 4:00pm

18.02 The Water Distribution Worker who is on-call on a particular week shall work 8:30am – 4:30pm for the duration of their on-call week.

18.03 Supervision may adjust 18.01 with at least a 14 day advance notice to the union.

ARTICLE 19 OVERTIME PAY

19.01 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 for all hours actually worked in excess of eight (8) hours in any one (1) day or forty (40) hours per week.

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

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

19.04 Employees may elect compensatory time in lieu of receiving overtime pay whenever such employee works in excess of eight (8) hours in any one (1) day or forty (40) hours per week. Compensatory time is earned at the rate of one and one-half (1½) hours for each overtime hour worked. Sick hours are not to be included in the calculation of overtime whenever such employee works in excess of eight (8) hours in any one (1) day or forty (40) hours per week.

19.05 Employees may accrue compensatory time to a maximum of eighty (80) hours. Any hours accrued beyond this limit will be paid as overtime pay.

19.06 Requests to use compensatory time must be submitted to and approved by the Employer prior to it being taken and must be taken at a time mutually convenient to the employee and supervisor.

ARTICLE 20 ON-CALL PAY/CALL-IN PAY

20.01 Any employee who is assigned by the Employer as being designated on-call and issued a beeper for a period of one week shall be given four (4) hours of overtime pay for the week that he is on call.

20.02 Employees "on call" and called-in after completing their regular schedule and leaving work for home shall be paid a minimum of two (2) hours at time-and-one-half. Employees called-in who are not on call but are otherwise called in due to emergency situations prior to or following the start of their scheduled shift will be paid a minimum of two (2) hours at time-and-one-half; however, when such work carries over into the start of their next regularly scheduled shift, payment at time-and-one-half will cease and the employee(s) will be paid at their regular straight time rate.

20.03 The overtime minimum outlined in section 20.01 above shall not be pyramided. This means if an employee is called into work more than once during the time covered by this two (2) hour minimum, he shall not receive any additional pay unless he works beyond the two (2) hour minimum.

Example: An employee is called back into work at 7:00 p.m. He works until 9:00 p.m. He is paid the two (2) hour minimum as if he worked until 11:00 p.m. If the employee is later called into work at 10:00 p.m. and works until 12 midnight he only receives one (1) additional hour of call-in pay because his first two (2) hour minimum paid him for the time between 7:00 p.m. and 11:00 p.m.

20.04 Hours paid as on-call and/or call-in shall not be subject to be paid as compensatory time.

ARTICLE 21 UNPAID LEAVE

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

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

21.03 Any unpaid time off taken under this Article shall be credited against any unpaid leave available for the applicable period of time under the FMLA.

ARTICLE 22 VACATIONS

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

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

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

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

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

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

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

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

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

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

22.04 Vacation time must be used in accordance with the supervisor's approval.

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

22.06 Employees shall be assigned vacation time by seniority up to March 31 of each year. Vacation requests submitted after March 21 shall be granted on a first-come, first serve basis. The Employer shall post the approved vacation schedule on or immediately after April 1.

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

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

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

ARTICLE 23 HOLIDAYS

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

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

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

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

23.04 Snow days/"Special" Holidays – Water Distribution Workers will be granted the same procedure as the office receives when the Board of County Commissioners make a decision to close "County Offices". The one (1) person who is on-call for that particular day will not receive overtime unless called out before or after their scheduled hours on that day.

23.05 Employees not scheduled but are otherwise called into work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas Day and are subsequently called to work shall be paid at the rate of two (2) times their regular rate of pay for all worked hours, in addition to receiving eight (8) hours holiday pay.

ARTICLE 24 PERSONAL DAY

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

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

ARTICLE 25 SICK LEAVE

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

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

25.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one-half (1/2) hour before the start of his work shift each day he is to be absent.

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

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

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

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

25.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his 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.

25.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children.

25.10 Sick leave payment upon retirement will be the same policy that is in the Medina County Employment Manual and any future updates to said Employment Manual will be inclusive.

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

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

ARTICLE 26 FUNERAL LEAVE

26.01 Each full-time employee shall be entitled to not more than three (3) paid days of funeral leave upon the death of a member of the employee's immediate family.

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

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

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

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

ARTICLE 27 JURY DUTY LEAVE

27.01 Each full-time employee summoned to jury duty shall be entitled to his full pay, regardless of his shift, if called to serve and he serves at least four (4) hours of jury duty when called. All compensation received for such jury duty will be submitted to the Sanitary Engineer.

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

ARTICLE 28 MILITARY LEAVE

28.01 Military leave shall be granted in accordance with the military leave sections of the Medina County Personnel Manual and any subsequent updates/revisions of that policy. Employees who have worked for the Employer at least ninety (90) days and who are called for military duty shall continue to receive their regular pay for up to thirty-one (31) days, to a maximum of 176 hours, in any calendar year.

ARTICLE 29 WAGES AND SALARY SCHEDULE

29.01 Effective the first pay period of each year, all employees will be paid an hourly wage as indicated in the salary schedule set forth below.

	Hire	Two (2) Year	Three (3) Year	Five (5) Year	Ten (10) Year
2015	\$14.39	\$15.00	\$15.50	\$17.00	\$17.50

	Hire	Two (2) Year	Three (3) Year	Four (4) Year	Six (6) Year
2016	\$14.61	\$15.00	\$15.50	\$16.00	\$18.00

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

29.03 Employees hired prior to January 1, 2014 will be receive compensation for two (2) licenses, a Water Distribution 1 and a Water Supply 1 license.

29.03.01 Water Distribution 1 is a one dollar (\$1.00) per hour increase.

29.03.02 Water Supply 1 is a seventy-five cents (\$0.75) per hour increase.

29.03.03 These employees hired prior to January 1, 2014 will not receive compensation for any other license.

29.04 Employees hired on or after January 1, 2014 will receive compensation for two (2) licenses, a Water Distribution 1 and a Water Distribution 2 license.

29.04.01 Water Distribution 1 is a one dollar (\$1.00) per hour increase.

29.04.02 Water Distribution 2 is a seventy-five cents (\$0.75) per hour increase.

29.04.03 These employees hired on or after January 1, 2014 will be required to obtain their Water Distribution 1 License within two (2) years of date of hire. This license must be maintained in order to continue employment.

29.05 REIMBURSEMENT: Any current Water Distribution Worker who receives a Class I Water Distribution license and/or a Class II Water Distribution license shall be reimbursed by the Employer for costs related to taking the exam. All expenses to be incurred must be submitted for pre-approval prior to the exam date. When application is submitted to EPA to take exam, the employee must fill out a "Notice of Intent to Attend EPA Test" form supplied by the Employer. If pre-approval is not submitted, reimbursement could be denied.

Costs reimbursable by the Employer shall be reimbursed pursuant to the Medina County Travel Policy in effect at the time of reimbursement. Reimbursement shall only be made to current Water Distribution Workers who submitted for pre-approval, provided copies of checks and/or money orders and provided valid receipts for such costs.

29.06 RENEWAL: Pursuant to the Ohio EPA regulations, any license obtained must be renewed every two (2) years. The Employee is responsible for obtaining the renewal which is required to continue to receive compensation for said license(s). A copy must be provided for their personnel files. The Employer shall reimburse any Water Distribution Worker for said license renewal fees. A copy of check and/or money order and copy of the renewal certification is required.

29.07 Any Water Distribution Worker who desires to obtain a valid Commercial Driver's License Class A (CDL) after January 1, 2014 must have written permission from the Sanitary Engineer in order to receive an additional fifty cents (\$0.50) per hour. Any Water Distribution Workers that obtained a CDL license before January 1, 2014 will continue to receive the additional fifty cents (\$0.50) per hour.

29.08 Employees who test for the above referenced licenses on a scheduled workday shall suffer no loss in pay.

ARTICLE 30 EPA CONTACT HOURS

Article 30.01 The required contact hours mandated by the Ohio EPA in order to maintain license compensation is the sole responsibility of the employee.

Article 30.02 The courses to meet the required contact hours may be paid for by the employer or will be made available in-house by the employer with no cost to the employee. If such training is conducted "in-house", employees shall receive their regular rate of pay, including overtime pay, if applicable. If such training is outside of the employee's normal work shift and results in overtime pay, such overtime hours shall be limited to the number of hours of the training.

Article 30.03 If the course or a particular course is out of town and required by the employer, the employer will pay for the course and reimburse the employee for mileage, meals, lodging as well as lost time in accordance with County policy.

Article 30.04 Any contact hours obtained outside of the in-house training not required by the employer will be the sole discretion of the employee and the employee will be responsible for all costs incurred. The employee will provide the employer verification of attendance at such outside training.

Article 30.05 Licensed employees must provide to their Supervisor, before their license expiration date, evidence that they have the required amount of contact hours needed to renew said license. Failure to provide this information shall result in loss of license pay.

ARTICLE 31 LONGEVITY

31.01 All full-time employees shall receive annual longevity payments pursuant to the following schedule:

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

31.02 When determining length of service, only current, continuous time worked with a Medina County government office will be considered. Payment shall be made by the Employer in one (1) annual installment between the third week of November and the second week of December in each year unless the Employer determines otherwise. Each employee must have reached their complete years of service by January 1 of the calendar year in which the longevity payment is received to receive credit for a full year of service. Prior part-time service will not be used to calculate years of full-time service for this policy. Each employee must be a current full-time employee at the time the longevity check is issued to receive a longevity payment. There will be

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

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

ARTICLE 32 INSURANCES

32.01 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.

32.02 Medina County Water Distribution Workers shall participate in the Teamsters Local Union No. 293 Health and Welfare Fund and shall make a minimum and maximum contribution as follows for each employee actively employed by the Agency during such time:

Employer shall in respect to each regular Employee pay into the Welfare Fund \$738.68 per month. 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 through-out 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.

32.03 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.

32.03.1 An hour worked shall mean an hour for which an employee is paid or entitled to payment by the Agency on account of a period of time that the employee works, and also for which and 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.

32.04 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 32.03; 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 32.03. However, the Agency shall 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.

32.05 Contributions required by this Article shall be due on the tenth (10th) day of each month for the preceding month. In the event the Agency fails to make payment within the ten (10) day period as required, the Trustees of the Welfare Fund shall have the right to declare the Agency to be in default, and to commence legal action in any court for the recovery of the monies due with interest thereon at the rate of fifteen percent (15%) per annum plus all costs and expenses, including legal fees incurred in the collection. Any dispute including but not limited to disputes as to payments, amounts required to be paid and/or employees covered under this Article shall not be subject to the grievance or arbitration provisions under Articles 8.

32.06 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.

32.07 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.

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

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

ARTICLE 33 WORK CLOTHING AND SAFETY EQUIPMENT

33.01 The Employer shall provide work uniforms that will be issued annually to all employees by October 1 of each year. The work uniforms provided **MUST** be worn during work hours and the employee shall display the ID badge that is provided. Such annual uniform components shall consist of the following items:

- a. Five (5) work shirts and/or t-shirts, all with MCSE logo;
- b. One (1) winter jacket each odd year;
- c. One (1) pair of bib overalls odd number year, spring coat or hooded sweatshirt (of equal value) each even year;

- d. One (1) pair of concrete boots, as needed;
- e. One (1) pair of clear plastic safety glasses;
- f. Foul weather gear, as necessary.

33.02 The Employer will provide an allowance of one hundred ten (\$110.00) dollars for the purchase of steel toe safety shoes and one hundred fifteen (\$115.00) dollars for blue jeans for all non-probationary employees. Employees seeking reimbursement will file an employer supplied request documented request in July of each year and payment will be made in August.

33.03 The Employer shall replace any of the uniform components outlined in section 32.01 above if they are worn out because of normal use on the job. No replacements or reimbursements shall be made for any item damaged or worn out because of negligence by the employee. The Sanitary Engineer determines when the replacements are necessary.

33.04 Any probationary employee whose employment is terminated shall return all work uniforms and foul weather gear to the Employer. All non-probationary employees whose employment is terminated must return all foul weather gear. Failure to return any equipment or uniforms shall result in the costs deducted from the employee's last paycheck.

Safety Equipment

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

33.06 It shall be the employee's responsibility to properly use and care for all protective equipment provided by the Employer, whether in whole or in part, in accordance with instructions and training received. Employees failing to comply with any safety provisions shall be subject to disciplinary action.

33.07 Prescription safety glasses shall be provided during even-numbered years and must be obtained through the Union Eye Care Center (Brunswick Office Only) up to the maximum amount listed below (forms available through Supervisor):

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

ARTICLE 34 SAFETY COMMITTEE

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

34.02 The Safety Committee shall hold meetings at least quarterly, unless otherwise mutually agreed. In the discharge of its functions, the Safety Committee shall consider existing practices

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

ARTICLE 35 GENDER AND PLURAL

35.01 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 36 HEADINGS

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

ARTICLE 37 OBLIGATION TO NEGOTIATE

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

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

37.03 Notwithstanding the parties' waiver of negotiations in section 36.02 above, the Employer agrees to provide the Union with reasonable notice before changing any terms or conditions of employment not covered by this Agreement.

ARTICLE 38 CONFORMITY TO LAW

38.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

38.02 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 39 LEGISLATIVE APPROVAL

39.01 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 40 TOTAL AGREEMENT

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

ARTICLE 41 DURATION

41.01 This Agreement shall be effective January 1, 2015 until midnight, December 31, 2016.

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

ARTICLE 42 FAMILY MEDICAL LEAVE

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

ARTICLE 43 CIVIL SERVICE LAW

43.01 No section of the Civil Service Laws contained in Ohio Revised Code, Chapter 124.01 et seq., or Ohio Administrative Code 124-1-01 et seq. shall apply to the employees in the bargaining unit and it is expressly understood and agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction in any matter as it relates to employees in the bargaining unit.

ARTICLE 44 ALCOHOL AND DRUG POLICY

44.01 The members will comply with the Medina County Board of Commissioners' Alcohol and Drug Policy with the following exceptions: (1) two managers or a manager 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.

44.02 All CDL drivers shall be subject to Department of Transportation drug testing and all requirements including random drug testing.

ARTICLE 44 EXECUTION

44.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 24 day of February, 2015.

FOR THE UNION:
Teamsters Local 436

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



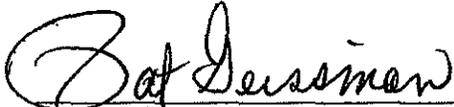
Gary Tiboni, President

 24 FEB 15

Medina County Commissioner Date



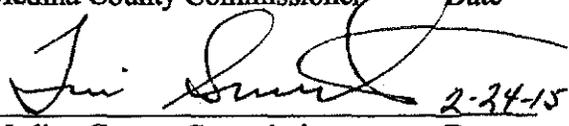
John Fortesque, Secretary/Treasurer

 2-24-15

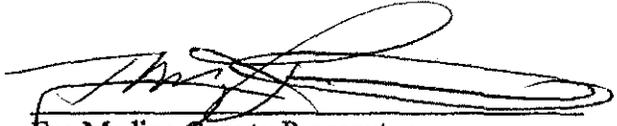
Medina County Commissioner Date



Chris Pavone, Business Representative

 2-24-15

Medina County Commissioner Date



For Medina County Prosecutor
Approved as to Form Only