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AGREEMENT

between

**MEDINA COUNTY, OHIO
(SANITARY ENGINEER)
(LAB TECHNICIANS)**

and

TEAMSTERS LOCAL 436

SERB # - No Mediation Number Assigned

TO BE

EFFECTIVE: November 1, 2015

EXPIRES: December 31, 2016

TABLE OF CONTENTS

| | | |
|---|--|----|
| Article 1 | Preamble | 1 |
| Article 2 | Union Recognition | 1 |
| Article 3 | Dues Deduction | 1 |
| Article 4 | Fair Share Fee | 3 |
| Article 5 | Management Rights | 3 |
| Article 6 | No-Strike | 4 |
| Article 7 | Non-Discrimination | 5 |
| Article 8 | Probationary Period | 5 |
| Article 9 | Union Representation | 6 |
| Article 10 | Union Representative Visitation | 6 |
| Article 11 | Bulletin Boards | 6 |
| Article 12 | Personnel Files | 7 |
| Article 13 | Vacancies and Job Postings | 7 |
| Article 14 | Discipline | 7 |
| Article 15 | Grievance Procedure | 10 |
| Article 16 | Arbitration | 12 |
| Article 17 | Seniority | 13 |
| Article 18 | Layoff and Recall | 14 |
| Article 19 | Hours of Work | 14 |
| Article 20 | Overtime Pay / Compensatory Time | 15 |
| Article 21 | Call-In Pay | 16 |
| Article 22 | Unpaid Leave | 16 |
| Article 23 | Vacations | 16 |
| Article 24 | Holidays | 18 |
| Article 25 | Personal Day | 18 |
| Article 26 | Sick Leave | 18 |
| Article 27 | Funeral Leave | 20 |
| Article 28 | Jury Duty Leave | 20 |
| Article 29 | Military Leave | 21 |
| Article 30 | Wages and Salary Schedule | 21 |
| Article 31 | Training and Licensure | 21 |
| Article 32 | Longevity | 22 |
| Article 33 | Insurances | 22 |
| Article 34 | Work Clothing and Safety Equipment | 23 |
| Article 35 | Safety Committee | 24 |
| Article 36 | Gender and Plural | 24 |
| Article 37 | Headings | 25 |
| Article 38 | Obligation to Negotiate | 25 |
| Article 39 | Conformity to Law | 25 |
| Article 40 | Legislative Approval | 26 |
| Article 41 | Family Medical Leave | 26 |
| Article 42 | Civil Service Law | 26 |
| Article 43 | Total Agreement | 26 |
| Article 44 | Alcohol and Drug Policy | 26 |
| Article 45 | Duration | 27 |
| Execution | | 27 |
| Memorandum of Understanding Placement on Wage Scale | | 28 |

ARTICLE 1
PREAMBLE

Section 1. This agreement, entered into by the Medina County Board of Commissioners for the Sanitary Engineer, hereinafter referred to as the “Employer,” and the International Brotherhood of Teamsters, Local 436, hereinafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include those individuals employed holding the classification of:

Lab Technician 1
Lab Technician 2

Section 2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, temporary, and seasonal employees in the unclassified services shall not be included in the bargaining unit.

Section 3. Except as limited herein, the term “employee” or “employees” wherever used in this agreement shall refer to an employee in the bargaining unit described in Section 1 of this Article.

Section 4. Should new classifications be established within the agency which are not subject to the exclusions outlined in section 2 above, the Employer shall notify the Union, and upon written request, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such classifications within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, the Union may petition the State Employment Relations Board (SERB) for a unit clarification determination in accordance with Chapter 4117 ORC, and the SERB rules and regulations. The determination of SERB shall be binding upon both parties.

ARTICLE 3
DUES DEDUCTION

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this agreement to be appropriately within the bargaining unit, upon the successful completion of thirty-one (31) days of employment.

Section 2. The Employer agrees to deduct periodic Union dues, initiation fees, re-initiation fees, entry fees, and assessments in accordance with the Constitution and Bylaws of the Union from the pay of any employee eligible for membership in the bargaining unit, upon the individual employee voluntarily signing and submitting a written deduction authorization.

Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the first pay period of the month following the month which the authorization was received.

Section 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization.

Section 5. The Employer shall not be obligated to make deductions of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected in the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined for the duration of this agreement.

Section 7. Each eligible employee's written deduction authorization shall be honored by the Employer for the duration of this agreement, not to exceed a period of three (3) years, unless an eligible employee certifies, in writing, that the check-off authorization has been revoked, at which point the deduction(s) will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer, and a copy of the written revocation shall be forwarded to the Union's designated representative within the appropriate bargaining unit. All deductions shall cancel upon the termination date of this agreement, or unless the parties mutually agree to continue this agreement or negotiate a successor agreement.

Section 8. A check in the aggregate amount of the total dues withheld from those employees authorizing a dues deduction shall be submitted to the Treasurer of the Union within fifteen (15) days of the date said deductions were made.

ARTICLE 4
FAIR SHARE FEE

Section 1. New employees who do not become members within sixty (60) days following the beginning of their employment shall be required to pay a fair share fee as a condition of continued employment. The fair share fee shall be established to cover the employee's pro-rata share of: 1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and disputes arising under this agreement; and 2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees of the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

Section 2. Prior to the effective date of this agreement and the anniversary date of each succeeding year for the term of this agreement, the Union shall certify the proportionate amount of its total dues and fair share fees that were spent on the activities that could not be charged to the fees of non-members during the preceding year. The amount of the fair share fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year.

Section 3. In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the employer in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board (SERB), pursuant to the provisions of ORC 4117.09©.

Section 4. The Union agrees to indemnify and hold the Employer, its officials, representatives and agents harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this section of this agreement.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. 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.

Section 2. 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

Section 1. 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.

Section 2. 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.

Section 3. It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

Section 4. The Employer shall not lock out employees during the term of the Agreement.

ARTICLE 7 **NON-DISCRIMINATION**

Section 1. The provisions of this agreement shall be applied to all bargaining unit employees without unlawful discrimination as to age, sex, race, color, national origin, disability, religion, military status, veteran's status, or genetic information. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

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

Section 4. The Employer agrees not to restrain, coerce, or treat with disparity any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 5. The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 8 **PROBATIONARY PERIOD**

Section 1. 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.

Section 2. 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 1 above.

ARTICLE 9
UNION REPRESENTATION

Section 1. 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:

Section 2. 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.

Section 3. The Union shall furnish the Employer a written list of the names of stewards and their alternates.

Section 4. 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 REPRESENTATIVE VISITATION

Section 1. 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

Section 1. 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 Section 2 below.

Section 2. 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**

Section 1. 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.

Section 2. Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file.

Section 3. 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**

Section 1. The Employer has the exclusive right to determine whether a vacancy exists and whether or not to fill that vacancy. When the Sanitary Engineer determines there is a vacancy in the bargaining unit and the Employer intends to fill the vacancy, 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.

Section 2. 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.

Section 3. The vacancy, if filled, shall be filled 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**

Section 1. The Employer will not discipline a non-probationary employee without just cause.

Section 2. 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.

Section 3. Any form of discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

Section 4. There is no verbal discipline. Employees shall not rely on any verbal warnings as a first step in the discipline process.

Section 5. The Employer will administer a system of discipline based on its assessment of the facts surrounding each circumstance. 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 (either without pay or suspensions of record)
 - (a) Short Suspension – up to three (3) days
 - (b) Long Suspension – over three (3) days.
4. Discharge

Section 6. 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.

Section 7. Before the Employer issues a suspension or discharge, the employee shall be given the opportunity to informally present his statement about the facts and circumstances of the proposed discipline in a pre-disciplinary conference. The Employer is to notify the employee and the Union representative of the time, date, and place where the meeting is to occur, along with the charges against the employee and a brief statement of the facts relied upon in the charges. 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 of the pre-disciplinary conference. The Employer shall notify the employee about the suspension or discharge within a reasonable period of time.

Section 8. 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.

Section 9. Only suspensions and terminations are arbitrable.

Section 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 | - | nine (9) months |
| Written Reprimand | - | one (1) year |
| Suspension | - | two (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).

Section 11. Time Cards. 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.

Section 12. Late

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

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, 2015 and will remain active for tracking purposes until March 2, 2016.

- C. 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) occurrences | short suspension up to three (3) days |
| Six (6) occurrences | long suspension over three (3) days |
| Seven (7) occurrences | termination |

- D. 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, 2014 for being late. The employee is also late on April 20, 2014 and June 25, 2014. These total three occurrences and a written warning is issued.

As of March 14, 2015 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, 2015; however there is another late on April 3, 2015.

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

On April 20, 2015, 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, 2015; however, this employee is late on May 5, 2015, which takes him back up to three (3) occurrences. Because there were two written warnings issue at the same level the next higher level of discipline would be imposed (written reprimand).

Section 13. Failure to Punch In or Out.

- A. One (1) excuse shall be granted each rolling calendar year.
- B. 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

Section 1. Definition and Content. A grievance is a defined as an allegation of a breach, misinterpretation, or misapplication of the terms of this Bargaining Agreement.

All grievances must be completed on the Union Grievance Form and contain the following information:

- A. The aggrieved employee's name, or names of all grievants if it is a group grievance;
- B. The aggrieved employee's department;
- C. The date grievance was first discussed with a supervisor and the name of the supervisor with whom the grievance was discussed;
- D. The date and time grievance occurred;
- E. The date the grievance is filed;
- F. The location where the grievance occurred;
- G. A description of the circumstances or incidents giving rise to the grievance;
- H. The specific provisions of the Agreement violated;

- I. The desired remedy to resolve the grievance; and
- J. The documentation believed to support the grievance.

Section 2. Steps. The following procedures shall apply to the administration of all grievances filed under this Agreement, and shall be presented in accordance with the steps outlined below

Step 1: Immediate Supervisor

An employee who believes he may have a grievance shall notify his immediate supervisor(s) of the possible grievance within five (5) calendar days of the occurrence of the facts giving rise to the grievance. The supervisor will discuss the matter with the employee to attempt informal resolution. If the grievance is not resolved informally at this meeting, the supervisor shall document the general subject of the meeting and that the meeting took place.

Step 2 (Sanitary Engineer):

If no satisfactory settlement is reached at the first step, the grievance may be appealed by reducing it to writing and presenting it to the Sanitary Engineer within ten (10) days of the alleged breach occurs or when the grievant should reasonably be aware of its occurrence. The grievance shall be in writing as set forth in Section 15.01. The Sanitary Engineer or his designee shall meet with the grievant within five (5) days of receipt. A second step answer, reduced to writing, will be given to the grievant within five (5) calendar days of receiving the meeting. All grievances involving a suspension or termination shall be initiated at this step.

Step 3 (County Administrator):

If no satisfactory answer is reached at the second step, the grievance may be appealed to the County Administrator or designee by the grievant within ten (10) calendar days after the reply in the second step is given. A meeting will be scheduled with the grievant within ten (10) calendar days after the receipt of the appeal, and a written reply will be issued as a result of this meeting within ten (10) calendar days following the hearing of the grievance. If no agreement can be reached by the parties as the result of such meeting, the grievance may be submitted to arbitration at the option of the Union or the Employer upon written notice of either party to the other within twenty-one (21) calendar days after the receipt of the results of the third step meeting.

Section 3. Timely Processing of Grievances. Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall be deemed denied and may be moved to the next step of the procedure. Any time limits in this Article may be extended by the Employer and the grievant or Union only by mutual written agreement.

Section 4. Union Representation. The grievant may have union representation at all levels of the grievance procedure. If the grievant wishes to waive union representation, such waiver shall

be in writing and shall be submitted to the Union steward for the bargaining unit. The Union shall be notified of the disposition of the grievance.

ARTICLE 16 **ARBITRATION**

Section 1. Either party, based on the facts presented, has the right to decide whether to arbitrate a grievance. The parties may confer regarding the mutual selection of an arbitrator. If no agreement can be reached, the party requesting arbitration shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio-domiciled, National Academy Certified arbitrators within twenty (20) days of the date of the letter of intent to arbitrate, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Section 2. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) full panel of arbitrators and the party rejecting the list shall be responsible for the payment of a new list.

Section 3. Process. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

Section 4. Arbitrator Scope of Authority. The arbitrator will then make his finding and render his decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, vary, or remove any provision of this Agreement, or issue an award that establishes an implied limitation upon the Employer which is herein not specifically set forth or which is contrary to law. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable. The Arbitrator shall have no authority to determine a grievance that does not fully comply with the time limitations of this Agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement.

The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinions which are not directly essential in reaching the determination.

Section 5. Fees and Expenses. The fees and expenses of the arbitrator and the costs of the hearing room, if any, shall be borne losing party. If the arbitrator issues a split decision on the substantive matter before him (grievance is granted or denied in part) the fees and costs of the arbitrator shall be split. Neither party shall be responsible for any of the expenses incurred by the other party. The expense of any non employee witnesses shall be borne, if at all, by the party calling that witness. Any employee witnesses called by either party shall not lose pay as a result of being called as a witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

Section 6. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

Section 7. Pre-arbitration Meetings. If either party requests in writing a pre-arbitration meeting, a meeting shall be conducted. Such meeting shall be for the purpose of discussing the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), to exchange copies of any documents expected to be used in the arbitration hearing, and to agree upon a statement of the issue. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

ARTICLE 17 **SENIORITY**

Section 1. Seniority shall be defined as an employee's uninterrupted length of continuous full-time service with the Sanitary Engineer as a member of this bargaining unit. 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.

Section 2. 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.

Section 3. 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 18 **LAYOFF AND RECALL**

Section 1. 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 by classification according to their relative seniority within the bargaining unit with the least senior employee in the designated classification being laid off first, provided that all students, temporary, part-time, seasonal employees in the Sanitary Engineer Lab, and probationary employees within the bargaining unit are laid off first. Any employee receiving notice of a long term layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior employee within the same classification or lower classification. Any employee who does not have sufficient seniority to bump another employee within the same classification series shall be laid off and placed on the appropriate recall list.

Section 2. 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.

Section 3. 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 19 **HOURS OF WORK**

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

Section 2. The work period shall begin at 12:01 a.m. on Sunday and continue for seven consecutive calendar days (one hundred sixty eight (168) consecutive hours) ending at 12:00 midnight the Saturday thereafter. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven day work period, with two consecutive days off.

Section 3. The normal workweek for employees shall be five (5) consecutive eight (8) hours days. Each employee's work schedule shall be determined by the Employer and may be changed by the Supervisor with at least a fourteen (14) day advance notice to the Union. The normal work schedule shall include a one-half hour paid lunch period. Lunch periods shall be scheduled by the Employer.

ARTICLE 20 **OVERTIME PAY / COMPENSATORY TIME**

Section 1. When an employee is required to work in excess of forty (40) hours during the seven day work period, or in excess of eight (8) hours in any one day, he shall be paid overtime pay for such time worked over forty (40) hours at the rate of one and one-half times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime, except for the holiday and pre-approved vacation time.

Section 2. Overtime hours shall not be permitted except in case of emergency or as approved by the Employer. When necessary, overtime shall properly be documented and approved by the Supervisor.

Section 3. Mandatory Overtime. Whenever the Sanitary Engineer, or her designee, determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. Mandatory Overtime may take the form of call in or hold over overtime.

Section 4. 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.

Section 5. Compensatory Time. 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.

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

- B. 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.
- C. Except as otherwise specifically restricted by this Agreement, the Employer retains all rights to manage the administration of compensatory time under federal law. All payments made of compensatory time for cash-out, separation, or utilization shall be made at the employee's rate of pay at the time such payment is made or time used.

ARTICLE 21
CALL-IN PAY

Section 1. Call In Pay. Employees called in to work for any time period outside their scheduled work hours shall be paid for not less than two (2) hours of work at one and one-half the their regular rate of pay, or actual time spent at the applicable rate of pay, whichever is greater. Employees called in 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.

Section 2. Hours paid as call-in shall not be subject to be paid as compensatory time.

ARTICLE 22
UNPAID LEAVE

Section 1. 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.

Section 2. 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.

Section 3. 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 23
VACATIONS

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

| Upon Completion of Years of Service | Accrual Rate per Bi-Weekly Period | Maximum Accrual | Maximum Carryover |
|--|--------------------------------------|--------------------|----------------------|
| 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 |

- A. Vacation leave shall be taken after the completion of one (1) year of employment after it is earned and accumulated.
- B. Employees shall become eligible for the maximum vacation accrual of 120 hours beginning with their 6th year of employment.
- C. Employees shall become eligible for the maximum vacation accrual of 160 hours beginning with their 11th year of employment.
- D. Employees shall become eligible for the maximum vacation accrual of 200 hours beginning with their 21st year of employment.
- E. “Year” is defined as from the date-of-hire (service date) to the following year in which the employee’s date-of-hire occurs.

Section 2. Employees shall not accrue additional vacation time for overtime hours worked.

Section 3. Employees may be permitted to accumulate and carry over unused vacation into the following year up to the maximums set forth in Section 1 above. Vacation accumulated beyond the maximum shall be forfeited (i.e., not paid) in the pay period in which it was earned.

Section 4. Vacation time must be used in accordance with the supervisor's approval.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. No employee shall continue to work while being paid for vacation hours.

Section 9. 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 24
HOLIDAYS

Section 1. 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 |

Section 2. 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.

Section 3. 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.

Section 4. Snow days/"Special" Holidays – Bargaining Unit members will be granted the same procedure as the office receives when the Board of County Commissioners make a decision to close "County Offices".

Section 5. 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 25
PERSONAL DAY

Section 1. 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.

Section 2. Request(s) for personal days off must be made at least one (1) week prior to use unless due to an emergency.

ARTICLE 26
SICK LEAVE

Section 1. Sick leave shall be defined as an approved 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 and/or medical, dental or optical examination or treatment of an employee or a member of his immediate family, which reasonably requires the attendance of the employee. Employees shall make best efforts to schedule examinations during non-working hours.

Section 2. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked within a bi-weekly pay period and may accumulate such sick leave to an unlimited amount.

Section 3. 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.

Section 4. Sick leave may be used in segments of not less than one-half (1/2) hour.

Section 5. Any absences set forth in section 1 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.

Section 6. 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.

Section 7. 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.

Section 8. 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.

Section 9. 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, to include any minor child who lives in the employee's home and for whom the employee is the legal guardian or has custodial responsibility (e.g., foster child or child placed with employee for adoption.)

Section 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.

Section 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 27
FUNERAL LEAVE

Section 1. 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.

Section 2. Immediate family for the purposes of paid funeral leave 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.

Section 3. 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, or sibling.

Section 4. 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.

Section 5. All employees will be required to provide written verification of the death such as an obituary or funeral program.

ARTICLE 28
JURY DUTY LEAVE

Section 1. 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.

Section 2. Employees assigned to second and third shift must serve at least four (4) hours to be paid full pay.

ARTICLE 29
MILITARY LEAVE

Section 1. 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 30
WAGES AND SALARY SCHEDULE

Section 1. The following pay schedule for hourly rates of pay shall be effective upon execution for any employee hired after execution of the Agreement.

| | Start | After 1 Year | After 2 Years | After 4 Years | After 6 Years | After 8 Years |
|------------------|---------|-----------------|------------------|------------------|------------------|------------------|
| Lab Technician 2 | \$20.00 | \$20.45 | \$20.90 | \$21.80 | \$22.34 | \$22.87 |
| Lab Technician 1 | \$18.00 | \$18.36 | \$18.73 | \$19.20 | \$19.68 | \$19.98 |

Employees hired prior to execution of the Agreement shall be assigned a pay rate within the above schedule pursuant to agreement of the parties.

Section 2 Lab Analyst Certification. All newly hired employees in the position of Lab Tech 1 shall be required to obtain Lab Analyst Class I Certification within two years of employment. Any additional Lab Analyst Certifications are encouraged by the Employer but not required. Additional compensation shall be paid to each employee upon the attainment of each Lab Analyst Certification as follows:

- Lab Analyst Class I \$0.50 per hour
- Lab Analyst Class II \$0.50 per hour
- Lab Analyst Class III \$0.50 per hour
- Lab Analyst Class IV \$0.50 per hour.

The above certification pays are cumulative, with a maximum payment of \$2.00 per hour. Said hourly amounts shall be considered a part of the employee's regular rate of pay and the overtime rate of pay shall include certification pays.

ARTICLE 31
TRAINING AND LICENSURE

Section 1. The required contact hours mandated by the Ohio EPA in order to maintain license compensation is the sole responsibility of the employee.

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. Employees who are required to be licensed by the Employer 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 32
LONGEVITY

Section 1. All full-time employees hired prior to December 31, 2012, shall receive annual longevity payments pursuant to the following schedule:

| YEARS OF SERVICE | AMOUNT |
|---|---------------|
| 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 |

Section 2. 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.

ARTICLE 33
INSURANCES

Section 1. The Employer will make available to the employees managed health care programs as approved by the Medina County Commissioners and required by law. Employees may elect

to participate in the health care programs under the same terms and conditions as non-bargaining employees of Medina County.

ARTICLE 34
WORK CLOTHING AND SAFETY EQUIPMENT

Section 1. 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 as needed, but no more often than each odd year;
- c. One (1) pair of bib overalls as needed, but no more often than each odd number year, spring coat or hooded sweatshirt (of equal value) as needed, but no more often than each even year;
- d. One (1) pair of clear plastic safety glasses;
- e. Foul weather gear, as necessary.

Section 2. The Employer will provide an allowance of one hundred seventy-five (\$175.00) 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.

Section 3. The Employer shall replace any of the uniform components outlined in section 1 of Article 32 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. Prescription safety glasses shall be provided as needed, but no more often than 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 |

Section 8. Such eye protection shall be OSHA-approved safety eyewear with prescription plastic or polycarbonate lenses. Glass lenses are not permitted. Side/top shields are required and may be removable.

Section 9. The Employer agrees to continue to provide non-personal protective equipment to all employees consisting of face shields, splash goggles and other safety equipment, as it deems necessary.

ARTICLE 35 **SAFETY COMMITTEE**

Section 1. A Safety Committee shall be established, composed of not more than two (2) representatives of the Employer and not more than two (2) representatives of the Union. The committee may assist, make recommendations to, and cooperate with, the Sanitary Engineer.

Section 2. 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.

Section 3. Should a situation arise where immediate action is required concerning health or safety, the effected employee(s) shall immediately contact their immediate supervisor and/or Safety Committee member and their Union Steward. 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 36 **GENDER AND PLURAL**

Section 1. 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 37
HEADINGS

Section 1. 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 38
OBLIGATION TO NEGOTIATE

Section 1. 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.

Section 2. 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.

Section 3. 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 39
CONFORMITY TO LAW

Section 1. 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.

Section 2. If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 40
LEGISLATIVE APPROVAL

Section 1. 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 41
FAMILY MEDICAL LEAVE

Section 1. The Employer agrees to comply with the Family and Medical Leave Act (1993) and all regulations as set forth by this law.

ARTICLE 42
CIVIL SERVICE LAW

Section 1. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment on all of the subject matters contained herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth below:

| | |
|---------------------------------------|--------------------|
| Sick Leave / Funeral Leave | ORC 124.38; 124.39 |
| Holidays | ORC 325.19 |
| Hours of Work/Overtime | ORC 4111.03 |
| Vacation Leave | ORC 325.19, 9.44 |
| Discipline /Grievance and Arbitration | ORC 124.34 |

Section 2. The members of this bargaining unit shall have no appeal rights regarding matters contained within this agreement to the State Board of Personnel Review.

ARTICLE 43
TOTAL AGREEMENT

Section 1. 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 44
ALCOHOL AND DRUG POLICY

Section 1. 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

MEMORANDUM OF UNDERSTANDING
PLACEMENT ON WAGE SCALE

Section 1. Placement in Pay Ranges. The parties agree that employees in the bargaining unit shall be placed on the wage scale contained in Article 30 as follows:

1. Beginning with the first pay after January 1, 2016, Gerry Murphy shall be placed at the After 8 Year rate of the Lab Tech 2 pay range.
2. Beginning with the first pay after January 1, 2016, Ken Shepard shall be placed at the After 4 Year rate of the Lab Tech 2 pay range. Beginning with the first pay after January 1, 2017, Ken Shepard shall move to the After 6 Year rate of the Lab Tech 2 pay range. Beginning with the first pay after January 1, 2018, Ken Shepard shall move to the After 8 Years rate of the Lab Tech 2 pay range.
3. Effective December 9, 2015, Meredith Hilderman shall be placed at the After 4 Years rate of the Lab Tech 1 pay range. Thereafter, Meredith Hilderman shall move through the steps of the pay range after completion of her sixth and eighth years of employment.

Section 2. Lump Sum Payments. No later than two pay periods after execution of the Agreement, each member of the bargaining unit shall receive a one-time lump sum payment according to the below schedule. Said lump sum payment is agreed upon in lieu of any further pay increase upon execution of the Agreement and in acknowledgement of the delay of placement on the pay ranges in accordance with Section 1 of this Memorandum of Understanding.

| <u>Classification</u> | <u>Lump Sum Payment</u> |
|-----------------------|-------------------------|
| Lab Technician 1 | \$200.00 |
| Lab Technician 2 | \$300.00 |

supervisor have to agree there is cause to send a bargaining unit member for alcohol or drug testing under the reasonable suspicion testing provision of the policy, (2) the word "may" shall replace "shall" in the Discipline section of the policy for all bargaining unit members who have completed their hire probationary period and (3) the term "near miss" in the Discipline section of the policy shall not apply to bargaining unit members.

ARTICLE 45
DURATION

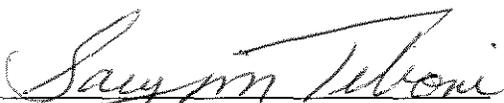
Section 1. This Agreement shall be effective November 1, 2015 until midnight, December 31, 2016.

Section 2. 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.

EXECUTION

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

FOR THE UNION:
Teamsters Local 436
County of Medina, Ohio



Gary Tiboni, President



John Fortesque, Secretary/Treasurer



Chris Pavone, Business Representative

FOR THE EMPLOYER:
Board of County Commissioners

 10 Nov 15

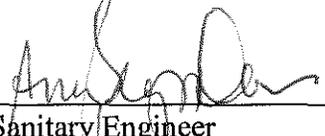
Medina County Commissioner Date

 11-10-15

Medina County Commissioner Date

 11-10-2015

Medina County Commissioner Date

 11-10-15

Sanitary Engineer Date

For Medina County Prosecutor
Approved as to Form Only