

LABOR AGREEMENT

between

THE COUNTY OF MEDINA, OHIO
(Job and Family Services)

and

TEAMSTERS UNION LOCAL 293

EFFECTIVE: January 1, 2006
EXPIRES: December 31, 2007

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ARTICLE 1

PREAMBLE

1.01 This Agreement is hereby entered into by and between the Medina County Commissioners’ Job and Family Services Department, hereinafter referred to as the “Employer,” and Teamsters Union Local No. 293, hereinafter referred to as the “Union.”

ARTICLE 2

PURPOSE AND INTENT

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

ARTICLE 3

RECOGNITION

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

3.02 In the event of a substantial change of duties of a position or if a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing, if the Union disputes the Employer’s determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within thirty (30) calendar days from the Union’s notification to the Employer, if the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the provisions of Revised Code 4117 and attendant rules and regulations shall govern.

A “substantial change” of duties means the employee’s core responsibilities have been changed by fifty percent (50%) or more.

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

ARTICLE 4 MANAGEMENT RIGHTS

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

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

ARTICLE 5 NO-STRIKE

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

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

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

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

ARTICLE 6 DUES DEDUCTIONS

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

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

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

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

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

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

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

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

11.05 The Employer shall pay mileage to employees who use their own vehicle pursuant to the Employer's policy. The mileage rate will be reviewed annually.

11.06 Employees will not be required to transport dangerous and/or violent clients without adequate safeguards providing the employee requests such assistance and has adequate justification for the request.

11.07 Employees who resign or retire from employment with the Employer shall notify the Director at least two (2) weeks in advance.

ARTICLE 12 VACANCIES AND JOB POSTINGS

12.01 When a job vacancy or vacancies occur within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description of the minimum qualifications, and the rate of pay. If an employee is aware of a potential job vacancy and will be gone from the agency during the time of the posting, they may prebid for the job.

In the event a vacancy occurs in a position not included in the bargaining unit, the Employer agrees to notify the Union and/or post a notice of such vacancy for notification to those employees who may be interested in making application. None of the standards in this Article for filling vacancies applies to non-bargaining unit vacancies.

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

12.03 All vacancies, if filled, shall be on the basis of knowledge, skill, and ability according to the approved selection model. If two or more employee applicants are equally qualified to fill a position, the most senior employee shall be selected. Qualified under this provision means possessing the qualifications which meet the requirements of the position as per the job posting. If no one applies or if the Employer determines that none of the applicants is qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

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

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

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

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

12.07 If the Employer exercises its right to rewrite or revise job descriptions or qualifications, it will provide the Union with notice outlining the changes to be made at the quarterly labor-management meeting.

ARTICLE 13 SENIORITY

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

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

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

ARTICLE 14 LAYOFF AND RECALL

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

14.02 Employees within affected job titles shall be laid off according to their relative seniority (within the bargaining unit) with the least senior being laid off first, provided that all students, temporary, seasonal, casual part-time, probationary, and then regular part-time employees within the affected job title(s) within the bargaining unit are laid off first in the above respective order.

14.03 Employees who are laid off from one (1) job title covered by this Agreement may displace (bump) another employee with lesser seniority in the laid off employee's previously held position or in a lower-rated job title within the classification series set forth below:

Job Title

Pay Grade

15.04 Sick leave must be used in one-half (1/2) hour units.

15.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury, or death or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent in excess of three (3) days may be required to supply a physician's report to be eligible for paid sick leave.

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

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

15.08 The 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.

15.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, and parents who are hospitalized or institutionalized or when the employee is transporting parents to a doctor. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, minor step-child residing with the employee, brother or sister.

15.10 In calendar year 2006, any full-time employee with sufficient sick leave accumulated may redeem sixteen (16) hours of unused sick leave for the cash equivalent. In addition, in calendar year 2006, any employee with sufficient accumulated sick leave may redeem eight (8) hours of unused sick leave for either eight (8) hours of personal time or the cash equivalent.

In calendar year 2007, any full-time employee who has one hundred fifty (150) or more hours of accumulated sick leave may redeem sixteen (16) hours of unused sick leave for the cash equivalent and eight (8) hours of unused sick leave for either eight (8) hours of personal time or the cash equivalent.

15.11 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer (at least the last 5 with Medina County and at least 5 other years with Ohio or its political subdivisions and has transferred unused sick leave to Medina County in accordance with established procedure) and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified

by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred and sixty (960) hours.

ARTICLE 16 UNPAID PERSONAL LEAVE OF ABSENCE

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

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

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

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

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

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

16.07 The employee will be required to use all his/her appropriate accrued paid leave and compensatory time before going on leave without pay status for this leave.

16.08 The Employer will not provide benefits to employees on unpaid leave of absence. It will however allow the employee to continue his/her health insurance and related benefits at his/her expense during the leave. To do this the employee must arrange for and make his/her premium payment(s) directly to the Auditor in a timely manner.

16.09 Authorized leaves of absence without pay will count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service.

ARTICLE 17 FAMILY AND MEDICAL LEAVE ACT

17.01 The Family and Medical Leave Act (1993) entitles qualified employees to receive up to twelve (12) weeks of unpaid leave during a twelve (12) month period for the: (1) birth, adoption foster care placement of a child in your home; (2) serious health condition of your spouse, parent or child; or (3) your serious health condition. Qualified employees include all full- and part-time employees who have been employed by Medina County for twelve (12) months and have been in active pay status for at least 1,250 hours during the twelve (12) month period immediately preceding the request for this leave.

17.02 Leave requests must be submitted at least thirty (30) days in advance of their use where possible. For the purpose of this section, the leave year shall begin with the first day the employee goes on Family and Medical Emergency Leave. In addition, the Employer may require the employee to provide certification of the need for the leave. The Employer may also require you to be examined by a doctor of its choice if it thinks a second opinion is needed.

17.03 If an employee experiences an event that qualifies for FMLA leave, the Employer may place the employee on FMLA leave by giving verbal notice, within two (2) days, that leave is being counted toward FMLA entitlement. Written notice of FMLA rights must be sent to the employee by the next payday, unless the payday is less than one (1) week. The employee will be paid while on FMLA leave by unused sick leave, personal time, holidays and vacation. When paid leave is exhausted, the employee shall be entitled to the remaining FMLA leave unpaid in accordance with the Act. The combination of paid and unpaid FMLA and unpaid leave of absence under Article 16, if authorized, shall not exceed six (6) months.

17.04 Authorized leaves of absence without pay will count as service credit for annual step increases, layoff purposes, and for computing the amount of vacation leave, provided the employee is properly returned to service.

17.05 The Board of Commissioners will continue to pay its share of the employee's medical and other insurances while he/she is on Family and Medical Emergency Leave. To do this the employee must arrange for and make his/her monthly premium payment(s) directly to the Auditor in a timely manner.

17.06 Each qualified employee shall be eligible to receive the full allotment of FMLA leave each leave year, i.e., spouses will not be required to share the leave year allotment.

17.07 If the Commissioners extend the duration of FMLA leave during the life of this contract, members will receive the additional leave allotment. This applies only to the duration of leave, and not to procedural changes.

ARTICLE 18 FUNERAL LEAVE

18.01 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 for the purpose of attending the funeral. Part-time employees shall receive one (1) paid day. All employees may be required to provide written verification of the death for which they wish to exercise funeral leave.

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

18.03 Additional days shall be in accordance with eligibility requirements for the use of the employee's sick leave in Article 15, Section 15.09.

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

ARTICLE 19 JURY AND COURT TIME

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

ARTICLE 20 MILITARY LEAVE

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

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

ARTICLE 21 HOLIDAYS

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

- | | |
|-------------------------------|------------------------|
| New Years Day | Labor Day |
| Martin Luther King's Birthday | Veterans Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

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

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

21.04 In order to receive the holiday, the employee must work their last regularly scheduled workday before the holiday and the first scheduled workday after the holiday, unless the employee provides a doctor's excuse or an affidavit of illness upon return to work.

21.05 Upon successful completion of the probationary period, each employee shall receive one (1) personal day, which must be taken in the calendar year or forfeited.

21.06 Employees shall receive one (1) additional holiday to use in conjunction with Thanksgiving, Christmas or New Years. Scheduling this day shall be done based on seniority and mutual agreement of the parties.

ARTICLE 22 VACATIONS

22.01 All full-time employees shall receive vacation based on length of service. The schedule for accrual of vacation leaves is as follows:

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

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

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

22.04 Requests for any and all accrued, paid leave of one (1) day or more made during the window period January 1 through January 31 which is to be taken as time off March 1 through the 1st day of February of the subsequent year shall take precedence over any and all other leave requests.

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

ARTICLE 25

OVERTIME PAY

25.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1 ½) times their regular hourly rate or, at the employee's discretion, earn compensatory time at the same rate for all hours actually worked in excess of forty (40) hours in any week. Overtime shall accrue in six (6) minute increments. There shall be no pyramiding of overtime payments.

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

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

25.04 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not affect the orderly and efficient operation of the Employer.

25.05 Employees shall be able to accrue compensatory time to a maximum of eighty (80) hours. Such time may be taken off upon prior approval of the Employer. If an employee works overtime when his compensatory time bank is at the maximum, such time worked will be paid.

ARTICLE 26

INSURANCES

26.01 The Employer shall provide a health care program in accordance with the attached summary of benefits as set forth in the attached Benefits Summary.

26.02 The insurance benefits provided for in this Agreement shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any Employer-paid insurance plan under which an employee may be listed as a spouse or dependent.

26.03 The Employer shall provide a group term life insurance policy for each full-time employee in the amount of twenty thousand dollars (\$20,000.00).

26.04 Effective March 1, 2005, employees choosing Plan A benefits shall contribute ten percent (10%) to the cost of the monthly premium. In 2005, the employees' contribution for Plan A will be thirty dollars (\$30.00) for a single plan, sixty-five dollars (\$65.00) for single plus one, and one hundred five dollars (\$105.00) for the family plan. Effective March 1, 2005, employees choosing Plan B benefits shall contribute five percent (5%) to the cost of a monthly premium. In 2005, the employees' contribution for Plan B will be thirteen dollars (\$13.00) for single, twenty-six dollars (\$26.00) for single plus one, and forty-four dollars (\$44.00) for the family plan. All co-pays and deductibles as described in the Benefit Summary, attached hereto, shall apply.

ARTICLE 27**SALARY SCHEDULE**

27.01 Effective the first pay period in 2006, all employees will be paid in accordance with the following rates of pay throughout the year 2006.

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
24	\$10.18	\$10.59	\$11.00	\$11.45		
25	\$12.43	\$12.83	\$13.31	\$13.74	\$14.10	
26	\$13.06	\$13.49	\$13.92	\$14.33	\$14.79	
27		\$14.10	\$14.53	\$14.96	\$15.52	\$16.08
28		\$14.96	\$15.52	\$16.08	\$16.70	\$17.41
29		\$16.08	\$16.70	\$17.41	\$18.21	\$19.04

27.02 Effective the first pay period in 2007, all employees will be paid in accordance with the following rates of pay throughout the year 2007.

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
24	\$10.51	\$10.93	\$11.36	\$11.82		
25	\$12.83	\$13.25	\$13.74	\$14.19	\$14.56	
26	\$13.48	\$13.93	\$14.37	\$14.80	\$15.27	
27		\$14.56	\$15.00	\$15.45	\$16.02	\$16.60
28		\$15.45	\$16.02	\$16.60	\$17.24	\$17.98
29		\$16.60	\$17.24	\$17.98	\$18.80	\$19.66

27.03 All employees shall continue to move to each succeeding step upon the satisfactory completion of their probationary period or on the anniversary date of the completion of their probation, as the case may be, pursuant to existing practice.

27.04 Employees who are promoted from one pay range to a greater pay range shall be placed on a step of the new range that provides for an increase in wage rate.

27.05 Any employee who is required to carry a “beeper” for call-in purposes shall receive twenty-two dollars (\$22.00) for each weekday and thirty-one dollars (\$31.00) for each weekend day or holiday for carrying the “beeper” in 2006, and twenty-three dollars (\$23.00) for each weekday and thirty-two dollars (\$32.00) for each weekend day or holiday in 2007. Overtime will be paid back to the first minute after the accumulation of the first fifteen (15) minutes of phone calls during any twenty-four (24) hour period. Employees required to carry a “beeper” as a “daily” requirement of the position are excluded from this Article.

27.06 At the sole discretion of the Employer, a newly hired employee with experience of an appropriate nature may be hired at a step above entry level.

27.07 The Employer shall reimburse all LSW’s and all LISW’s for the annual cost of their bi-annual license fee up to a maximum of seventy-five dollars (\$75.00).

27.08 Any employee that is a certified interpreter and is assigned by the Director of Job and Family Services to perform the duties of an interpreter in the service of the Department of Job and Family Services, will be paid one thousand dollars (\$1,000.00) in two (2) installments of five hundred dollars (\$500.00) each payable in June and December.

ARTICLE 28 LONGEVITY

28.01 All full-time employees shall receive longevity payments commencing upon the completion of five (5) years of full-time service. Such amount shall be increased every five (5) years through twenty (20) years of employment pursuant to the following schedule:

Length of Service	Amount
After Five (5) Years	\$500.00
After Ten (10) Years	\$1,000.00
After Fifteen (15) Years	\$1,500.00
After Twenty (20) Years	\$2,000.00

28.02 Such above-listed longevity payments shall be divided into two (2) equal parts and paid in June and December of each year. In order to be eligible for any of such payments, the employee must have completed the necessary minimum length of service for the appropriate amount prior to June 1 or December 1 for the June or December payment, respectively, each year.

28.03 If, because of leave without pay, employment separation or break in continuous service, an employee does not work a full year, the amount payable shall be prorated to correspond to the actual length of service during the current year and be paid immediately upon termination, to the nearest month.

ARTICLE 29

MISCELLANEOUS BENEFITS

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

29.02 The Employer shall provide the Union with bulletin boards in locations to be mutually agreed upon.

29.03 The Employer shall supply each employee with a copy of this agreement as well as the Personnel Handbook, including all updates.

29.04 Part-time employees shall not receive fringe benefits, except sick leave as computed in Section 15.02.

29.05 The Employer shall develop, participate in and monitor the training of newly hired employees. Co-employees shall assist in the training of new employees as the Employer determines necessary and practical for the efficient operation of the Department.

29.06 For the purpose of this section, part-time shall be defined as a full-time employee who voluntarily sought and obtained part-time status and is in pay status for less than sixty-four (64) hours per pay period or when hired as permanent part-time.

29.07 At the sole discretion of the Employer, if funding through Title IVE or TOPS remains available; and the Employer approves, employees may be eligible for tuition reimbursement for appropriate classes.

ARTICLE 30

HEADINGS

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

ARTICLE 31

GENDER AND PLURAL

31.01 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 32

LEGISLATIVE APPROVAL

32.01 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 33**CONFORMITY TO LAW**

33.01 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.

33.02 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 34**OBLIGATION TO NEGOTIATE**

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

34.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this 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 negotiated and signed this Agreement.

ARTICLE 35**TOTAL AGREEMENT**

35.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer upon advance notice to the Union. The wages, hours, terms, and conditions of employment in this Agreement supersede any related Ohio laws, including all specifications under or related to those laws.

ARTICLE 36

DURATION

36.01 This Agreement shall become effective at 12:00 a.m. on January 1, 2006 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2007.

ARTICLE 37

DISCIPLINARY PROCEDURE

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

37.02 All employees shall have the following rights:

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

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

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

37.05 Where the Director seeks as a penalty only the imposition of a suspension without pay, a demotion or removal from service, notice of discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

37.06 Discipline shall not be implemented until either:

- a) the matter is settled, or
- b) the employee fails to file a grievance within the time frames provided by this procedure, or
- c) the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

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

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

- b. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step: and
- c. the employee is entitled to representation by a Union representative at every step of the proceeding.

37.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 37.12, until the matter is settled or the arbitrator renders a determination.

37.09 The following administrative procedures shall apply to disciplinary actions:

- a. The Director/Supervisor, the employee involved and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Director/Supervisor is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed and the Director/Supervisor may offer a proposed disciplinary penalty. The employee must be advised before the meeting that they are entitled to representation by the Union during the initial discussion.
- b. If a mutually agreeable settlement is not reached at this informal meeting, the Director will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Director may just prepare the Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure and the right to representation.
- c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Commissioners or their designee pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 4 within five (5) working days from receipt of the Notice of Discipline. Rights to discovery shall be inure after the serving of the Notice, but prior to the Grievance hearing, if appealed.

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

37.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

37.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 4 of the Grievance Procedure.

- c. If a grievance affects a group of employees working in different work locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- e. This Grievance Procedure, hereby established, shall be the sole and exclusive method and procedure to be used in resolving any and all disputes arising from this Agreement.
- f. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- g. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1:

An employee believing a grievable event has occurred shall notify their immediate Supervisor within ten (10) days after the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee within ten (10) days after receiving notice from the employee. The Supervisor and the employee shall discuss the issues in dispute and attempt to resolve the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Director of Job and Family Services within ten (10) days after the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than ten (10) days from the date of the meeting if the Supervisor fails to give the employee an answer. The Director shall convene a hearing within ten (10) days after receiving the grievance. The hearing will be held with the aggrieved party and his representative, if he requests one. The Director shall issue a written decision to the Union and copy to the employee within ten (10) days after the hearing.

42.06 Laid off partners may bid on openings based on their full-time seniority. While laid off such employees shall have recall rights to the position from which they were laid off and bid rights to other openings in the classification series. If the partner bids into another position, he she forfeits his/her recall rights upon doing so.

42.07 Job sharing partners agree to waive all rights to unemployment compensation created by entering this arrangement.

ARTICLE 43 EXECUTION

43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this ____ day of _____, 2006.

FOR THE UNION:
Teamsters Union Local 293

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

Memorandum of Understanding

The parties agree that Peggy Clark and Lynne Cox, by virtue of their having held a position in Range 25 on January 1, 2000, when job descriptions were rewritten, are deemed qualified to advance one classification from the position held on January 1, 2005 if the position applied for did not require a college degree prior to the January 1, 2000 revision of the job's description.