

LABOR AGREEMENT

between

**MEDINA COUNTY, OHIO
(MAINTENANCE DEPARTMENT)**

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 3**

EFFECTIVE : January 1, 2006

EXPIRES: December 31, 2007

FINAL EXECUTED AGREEMENT

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the Medina County Commissioners, hereinafter referred to as the "Employer" and Service Employees International Union, Local 3, hereinafter referred to as the "Union".

1.02 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; 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 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; 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 State Employment Relations Act, for all full-time employees of the Medina County Maintenance Department occupying the classifications of Maintenance Repair Worker 1, 2 & 3, Plumber, and Custodial Worker. All other employees of the Employer are excluded from the bargaining unit.

Listing the classifications herein has no effect on management's right to add or abolish classifications or to assign work between classifications or to non-bargaining unit members. The Employer shall not assign bargaining unit work to non-bargaining unit Medina Maintenance Department employees to eliminate an existing bargaining unit member's position.

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

3.03 This Agreement shall not apply to employees working forty (40) hours or less per bi-weekly pay period.

ARTICLE 4 DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

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

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making such deductions.

4.04 Any 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.

4.05 Fair share fee deductions shall be automatic and not require the written authorization of the employee. The Union shall certify the exact dollar amount of the dues and agency fee deductions.

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

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: (a) hire, discharge, transfer, suspend, and discipline employees; (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 rules and regulations; (f) determine the work assignments of its employees; (g) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (h) determine the type of equipment used and the sequence of work processes; (i) determine the making of technological alterations by revising either process or equipment or both; j) determine work standards and the quality and quantity of work to be produced;

(k) select and locate buildings and other facilities; (l) establish, expand, transfer and/or consolidate work processes and facilities; (m) transfer or subcontract work; (n) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work; and (o) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 6 NO STRIKE

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

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

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

6.04 The County shall not lockout any employees for the duration of this Agreement.

ARTICLE 7 NON-DISCRIMINATION

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

7.02 Non-disciplinary grievances filed under this Article may only be processed to Step 4 of the grievance procedure; then may not be arbitrated.

ARTICLE 8 PROBATIONARY PERIOD

8.01 All newly hired employees with verifiable credentials or license applicable to the position shall be required to serve a probationary period of ninety (90) calendar days. All newly hired employees without verifiable credentials or license will be required to serve a probationary period of one hundred and twenty (120) calendar days.

During such probationary period, the Employer shall have the sole discretion to discipline or 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. The probationary period may be extended by mutual agreement of the employee, the Union and the Employer up to an additional sixty (60) days.

8.02 All newly promoted employees will be required to serve a promotional probationary period of ninety (90) days. During such period, the Employer shall have the sole discretion to demote such employee(s) to their previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission or State Personnel Board of Review.

ARTICLE 9 UNION REPRESENTATION

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

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

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

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

ARTICLE 10 VISITATIONS

10.01 The business representative of the Union shall be permitted to enter its member's general work locations during such member's working hours upon advance notice to and approval of the Employer, which shall not be unreasonably withheld. At no time shall any such visitations interfere with the work requirements of any employee(s) or disrupt or interfere with the operations of the Employer, unless expressly permitted by the Employer.

ARTICLE 11 BULLETIN BOARDS

11.01 The Employer shall allow the Union to supply bulletin boards where appropriate throughout buildings. The Union shall be responsible for the care, maintenance, and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 11.02 below.

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

ARTICLE 12 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 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.

12.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Maintenance Superintendent 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 as determined by the Employer. In the event two or more employees are rated equal by the Employer, then seniority shall govern.

ARTICLE 13 DISCIPLINE

13.01 The Employer will not discipline a non-probationary employee without just cause and will be in accordance with department policy.

13.02 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	-	6 months	
Written Reprimand	-	6 months	
Short Suspension	-	1 year	(Three (3) days or less)
Long Suspension	-	2 years	(Four (4) days or more)
Termination	-	Permanent	

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

13.03 Any non-probationary employee who is disciplined, including suspension or discharge, shall be given a written notice of such disciplinary action, stating the reason(s) for the disciplinary action. The notice shall be distributed to the employee within forty-eight (48) hours of the Employer's decision to discipline the employee. The Union Steward shall be provided a copy of the notice. No non-probationary employee shall be disciplined without just cause.

13.04 Employees whose disciplinary action is to be a suspension without pay or discharge shall not have such action implemented until the conclusion of Step 3 of the Grievance Procedure.

- c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d. The preparation and processing of grievances shall be conducted only during non-working hours, except as otherwise provided in this Agreement.
- e. 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 a formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final.
- f. 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 as defined in paragraph 41.02, above.
- g. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will 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. The time limits specified for either party may be extended only by written mutual agreement.

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

Step 1: An employee who believes he may have a grievance shall notify his immediate Supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving 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/or his steward, if any, and presented as a grievance to the Plant Supervisor within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor fails to give the aggrieved party an answer. The Plant Supervisor shall give his answer to the aggrieved party, with a copy to the aggrieved party's steward, if any, within five (5) days of the receipt of the written grievance.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the aggrieved party's Department Head or designee within five (5) days from the date of the rendering of the decision in Step 2.

Copies of the written decision shall be submitted with the appeal. The Department Head or designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his business agent, if he requests one. The Department Head or designee shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's business representative, if any, within fifteen (15) days from the date of the meeting.

Step 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the County Commissioners within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The County Commissioners or designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his business agent, if any, and any other party necessary to provide the required information for the rendering of a proper decision.

The County Commissioners or designee shall issue a written decision to the employee, with a copy to the employee's business agent, if any, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained. However, the Executive Board, upon due consideration, may deny approval for the submission of any matter to arbitration.

14.05 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within fourteen (14) days after the rendering of the decision at Step 4 or a time limit default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this fourteen (14) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members' names will be stricken alternately (Union striking first) until one (1) name remains, who shall be designated the arbitrator to hear the grievance in question.

14.06 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

14.07 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

14.08 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

14.09 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

14.10 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

14.11 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: a) Dr. David M. Pincus; b) Hyman Cohen, Esq.; c) Charles Ipavec, Esq.; d) Nels Nelson; and e) Jerry Fulmer, Esq.

ARTICLE 15 SENIORITY

15.01 Seniority shall be defined as an employee's uninterrupted length of continuous fulltime employment with the Employer. 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.

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

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

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

15.04 Employees who were employed on a part-time basis and become full-time employees shall be granted seniority on a pro-rata basis for the time served as a part-time employee.

ARTICLE 16 LAYOFF AND RECALL

16.01 Where, because of economy, consolidation, or abolishment of functions, curtailment of activities, or for other good reasons, 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.

16.02 Employees within effected 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, part-time, seasonal, and probationary employees within the effected job title(s), within the bargaining unit, are laid off first in the above respective order.

17.02.1 Employees called-in for snow removal duty beginning work at least three (3) hours before their regularly scheduled starting time and/or continues work for at least three (3) hours past their regularly scheduled quitting time shall be permitted one (1) additional fifteen (15) minute break during this call-in period thereby extending the allowance for breaks cited in Article 17.02 to a total of three (3) breaks.

17.03 Lunch periods shall be for one (1) hour, one-half (1/2) hour of which is paid.

ARTICLE 18 OVERTIME PAY

18.01 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 for all hours actually worked in excess of over eight (8) in a day or over forty (40) hours per week.

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

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

18.04 Assigned overtime will be scheduled by seniority, most senior employee(s) being offered first. If overtime is turned down, the next most senior employee will be offered overtime. If no senior employee accepts overtime, the least senior employee(s) shall be obligated to work assigned overtime.

ARTICLE 19 UNPAID LEAVE

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

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

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

ARTICLE 20

VACATIONS

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

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

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

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

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

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

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

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

20.01.7 Employees may be permitted to accumulate and carry over unused vacation into the following year up to the maximums set forth in 20.01

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

20.02 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.

20.03 Vacation time must be used in segments of not less than eight (8) hours except in cases of emergency as set forth below.

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

20.05 During each year of the contract, upon execution, employees with the following vacation schedules will be restricted to usage of single day vacation days as follows:

<u>Number of Weeks Vacation</u>	<u>Maximum Usage of of Single Days</u>
Two (2) weeks	Seven (7)
Three (3) weeks	Nine (9)
Four (4) weeks	Twelve (12)
Five (5)	Twelve (12)

The remainder of vacation leave must be taken in blocks.

20.06 Employees may request vacation leave in four (4) hour segments in cases of extreme emergency. Verification of emergency may be requested by the immediate supervisor.

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

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

20.09 The Employer shall make a good faith effort to canvass 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 21 HOLIDAYS

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

New Years Day	Martin Luther King Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

21.02 When an employee is on vacation at the time of occurrence of a holiday in Section 21.01 above, such holidays shall not be charged against his vacation leave.

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

ARTICLE 22

PERSONAL DAY

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

ARTICLE 23

SICK LEAVE

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

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

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

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

23.05 Any absences set forth in Section 23.01 of two (2) consecutive workdays or less shall automatically be charged against the employee's accumulated sick leave. In the event an employee is absent in excess of three (3) consecutive workdays, he must supply a physician's note to be eligible for paid sick leave.

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

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

23.08 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.

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

23.10 Sick leave payment upon retirement will be the same policy that is in the Medina County Personnel Manual, Section V – Public Employees Retirement System.

ARTICLE 24 FUNERAL LEAVE

24.01 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.

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

24.03 Additional days shall be chargeable to the employee's sick leave.

24.04 Employees shall receive one (1) paid day of funeral leave for the death of an aunt or uncle. 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 25 JURY DUTY LEAVE

25.01 Each full-time employee summoned to jury duty shall be entitled to his full pay, regardless of his shift, if called to serve. All compensation received for such jury duty will be retained by the employee.

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

ARTICLE 26 CALL-IN PAY / EMERGENCY CLOSING

26.01 Any employee called in to work during non-scheduled time or re-called to work from home after completion of regularly scheduled work hours, shall be given a minimum of two (2) hours at the overtime rate.

26.02 Any employee who is assigned by the Employer to carry a pager on a weekly basis for mandatory "after hour" call-ins, shall be paid three (3) hours of overtime per week for carrying such pager and be responsible for answering mandatory after hour calls.

26.03 Emergency Closing:

26.03.01 Maintenance employees are considered essential to Medina County operations during emergency conditions. Should snow, weather or other emergency situations exist causing the closure of Medina County Government offices, Maintenance employees are expected to report as scheduled unless they have been notified to the contrary in advance by their supervisor.

26.03.02 Employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked during such closures. If relieved of duty by department supervision prior to the conclusion of their regularly scheduled shift, the balance of their shift shall be paid at straight time. Article 26.01 of this Agreement shall prevail where employees are called-in to work during non-scheduled time or re-called to work from home after the completion of their regularly scheduled work hours.

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

26.03.04 Scheduled employees failing to notify Maintenance supervision will receive disciplinary action of at least the minimum of a written warning for a "no-call/no-show". Where disciplinary action taken is not suspension, the offending employee will be paid from their accrued vacation. Where insufficient accrued vacation exists, the employee will be paid from their accrued compensatory time. Where insufficient compensatory time exists, the day will go as unpaid.

26.03.05 Employees living in counties where the Sheriff has declared a "Level 3" snow emergency and are unable to report to work will have the option to use accrued vacation, compensatory time or be excused without pay provided they have satisfied 26.03.03. (NOTE: The County's Sheriff's Department is responsible for designating a Level 3 roadway condition where roads are closed to all non-emergency traffic and those traveling may be subject to arrest.)

26.03.06 Employees prescheduled for vacation, sick or compensatory time-off prior to the emergency-closing announcement may not rescind their time-off request after the announcement and will be charged as originally scheduled.

26.03.07 When it is announced that a segment of the County will be closed for the remainder of the day, Maintenance employees requesting to leave work earlier than the County's scheduled closing time must have the approval of the Maintenance Superintendent or designee. Such hours of absence prior to the County's official closing may elect to be paid their accrued or vacation, compensatory time.

ARTICLE 27**WAGES AND SALARY SCHEDULE**

27.01 Effective the first pay periods of 2006 and 2007, all employees will receive the following wages:

	2006 – 3.0%	2007 – 3.25%
	Dec. 18, 05	Dec. 17, 06
Hire rate (Maintenance 1)	\$12.45	\$12.85
After 3 months (Maintenance 1)	\$12.65	\$13.06
After 6 months (Maintenance 1)	\$12.76	\$13.17
After 1 year (Maintenance 1)	\$13.07	\$13.49
After 2 years (Maintenance 1)	\$13.70	\$14.15
After 5 years (Maintenance Worker 2)	\$14.32	\$14.79
After 10 years (Maintenance Worker 3)	\$15.49	\$15.99
After 15 years (Maintenance Worker 3)	\$16.22	\$16.75
Custodian hire rate	\$10.01	\$10.34
After 5 years	\$10.30	\$10.63
After 10 years	\$10.56	\$10.90
State Licensed Plumber hire rate	\$13.33	\$13.76
After 1 year	\$13.96	\$14.41
After 2 years	\$14.63	\$15.11
After 5 years	\$15.32	\$15.82
After 10 years	\$16.06	\$16.58
After 20 years	\$16.82	\$17.37

27.01.2 If, upon attaining five (5) or ten (10) years of service, a Maintenance Repair Worker's rate is below the standard rate outlined above for five (5) or ten (10) years of service, the Maintenance Repair Worker shall receive the applicable standard rate.

27.02 Each employee who receives instruction and successfully passes coursework from ABC, or from a training and/or educational program as approved by the Employer, shall receive an additional fifty cents (\$.50) per hour for each category in the HVAC, Heating and Cooling, Electrical or Plumbing levels. A copy of the approved coursework and educational requirements is on file with the Maintenance Superintendent and a copy provided to the Union and is incorporated by this reference. The Employer will compensate employees a maximum of five (5) categories/certifications. An employee is eligible to receive a maximum of \$2.50 additional license pay for successful completion of a maximum of five (5) certifications as approved by the Employer. Pay earned under this section will be added to the employee's base rate of pay set in the Wages and Salary Schedule of the contract.

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

ARTICLE 31

WORK CLOTHING

31.01 The Employer shall provide work uniforms to all employees by October 1 of each year. Such uniform shall consist of seven (7) shirts, five (5) trousers and one (1) bib or insulated coverall. The Employer shall provide winter jackets every odd-numbered year. The Employer will also provide safety shoes and glasses, which must be worn. All jackets and shirts will be returned to the Employer upon the employee's termination of employment with the Employer.

31.02 The Employer shall provide foul weather gear to all employees, who must sign and be responsible for such gear. The Employer shall replace any foul weather gear that is worn out due to normal use.

31.03 Any employee whose employment is terminated prior to the completion of the employee's probationary period 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. The failure to return any equipment or uniforms shall result in the costs deducted from the employee's last check.

31.04 All employees shall receive a \$200 allowance each year for maintaining their work uniforms.

ARTICLE 32

SAFETY EQUIPMENT

32.01 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 give equal or greater protection than that furnished by the Employer.

32.02 It shall be the responsibility of the employee 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 provision contained herein shall be subject to disciplinary action.

32.03 Personal protection equipment, provided by the Employer shall consist of non-prescription safety glasses and safety shoes, and which must be worn at all times when present on the Employer's premises.

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

32.05 The Employer shall provide for a shoe allowance of up to \$150 for each year of this Agreement, which will be made available each January. The Employer will select the vendor where employees must purchase their shoes. Purchases for less than the \$150 allowance will not have the cash balance remitted back to the employee.

32.06 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 38

TOTAL AGREEMENT

38.01 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, 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 39

FAMILY MEDICAL LEAVE

39.01 The Family 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) For birth of a son or daughter, and to care for the newborn child;
- (2) For placement with the employee of a son or daughter for adoption or foster care. Adoption is limited to a child of eighteen (18) years of age or younger unless the child is incapable of self-care because of a physical or mental disability;
- (3) To care for the employee's spouse, child or parent with a serious health condition;
- (4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

39.01.1 The County retains the right to require written documentation of the family relationship, when applicable.

39.02 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

39.02.1 The County shall compute the twelve (12) month period as calculated retroactively from the date the leave commences.

39.03 FM leave shall be granted for an employee's:

39.03.1 "spouse" as defined by Ohio law (i.e., unmarried domestic partners are not included). If both spouses are working for the County, their total leave in any twelve (12) month period shall be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a sick parent.

39.03.2 "Child" means a child either under eighteen (18) years of age or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.

39.03.3 "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law."

39.03.4 An employee's right to leave for the birth or adoption of a child ends twelve (12) months after the child's birth or placement with the employee.

39.04 For the purposes of Sections 39.01 (A)(3) and (4), a "serious health condition" means an illness, injury, impairment or a physical or mental condition that involves:

(1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical facility;

(2) Any period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days, and that also involves continuing treatment by (or under the supervision of) a health care provider; or (3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or a long-term health condition that is incurable or so serious that, if not

treated, would likely result in a period of incapacity of more than three (3) calendar days; or

(3) Prenatal care by a health care provider.

39.05 Employees may take FM leave intermittently or on a reduced leave schedule only when medically necessary because of the employee's own serious health condition or the serious health condition of the employee's spouse, child or parent. If leave is requested on this basis, however, the County may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

39.06 Upon return from FM leave, the employee shall be returned to the position held prior to the leave or an equivalent position.

39.07 The County shall maintain health insurance benefits for the duration of FM leave at the level and under the same conditions (including employee premium contributions) and coverage that would have been provided if the employee had continued in active work status for the duration of the leave.

39.08 During an unpaid FM leave, subject to Article 15 (regarding accumulation of seniority) an employee shall continue to accrue seniority and shall accrue any employment benefits for the period of the leave that would have been provided if the employee had continued in active work status for the duration of the leave.

39.09 All accrued sick time must be utilized for any FM leave taken for any reason which qualifies for sick leave under Article 23 of this Contract. All accrued vacation leave benefits must be substituted for all or part of any unpaid FM leave taken after sick leave benefits have first been exhausted or for any FM leave for which sick leave is not applicable.

39.10 The following notice and scheduling requirements shall apply to FM leave requests:

(1) Employees must give thirty (30) days notice to their Supervisor and/or Superintendent before taking FM leave, if the need for leave is foreseeable. If the

need for leave is not foreseeable, the employee must notify Supervisor and/or Superintendent as soon as is practicable (normally no later than twenty-four (24) hours after the need for the leave becomes known).

(2) If under 39.10(1) the employee fails to provide the Supervisor and/or Superintendent with thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the Department may deny the taking of leave until at least thirty (30) days after the employee provides notice.

(3) Employees shall provide at least verbal notice sufficient to make the Department aware that the employee needs FM-qualifying leave, and the anticipated timing and duration of the leave. The County may inquire further of the employee when additional information is needed to determine whether FM leave is to be taken.

(4) If an employee takes leave based on the serious health condition of the employee or to care for a family member, the employee must make a reasonable effort to schedule treatment so as to not unduly disrupt the Department's operation. If an employee does not initiate discussions with the County to attempt to arrange a mutually agreeable treatment schedule, the County may initiate such discussions and require the employee to attempt to make such arrangements, subject to the approval of the health care provider.

39.11 The following medical certification requirements shall apply to FM leave requests:

(1) Employees who request leave because of their own serious health condition or the serious health condition of a covered family member shall be required to provide a certification issued by the health care provider of the employee or the employee's family member on a form provided by supervision in accordance with Department of Labor regulations. For the employee's own medical leave, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the employee is unable to perform the functions of the employee's position, and a statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency, and duration of treatment). For leave to care for a seriously ill

child, spouse or parent, the certification must include, among other things, the date the condition commenced, probable duration of incapacity, a statement that the patient requires assistance for basic medical, hygiene, nutritional needs, safety or transportation, or that the employee's presence or assistance would be beneficial or desirable for the care of the family member, and an estimate of the amount of time the employee is needed to provide care.

(2) The County shall give employees requesting FM leave written notice of the requirement for medical certification.

(3) In its discretion, the County may require a second medical opinion and periodic re-certification at its own expense. If the first and second opinions differ, the County, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the employee and the County.

(4) Employees must provide the requested certification to the County within the time frame requested by the County, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. The County must allow at least fifteen (15) calendar days after the County's request for certification.

(5) In most cases, the County shall request that an employee furnish certification from a health care provider at the time the employee requests leave or soon after the leave is requested or in the case of unforeseen leave, soon after the leave commences. The County may request certification or re-certification at some later date if the County has reason to question the appropriateness of the leave or its duration, if circumstances have changed significantly or if any extension of the leave is requested. If the County believes the certification is incomplete, it shall notify the employee and allow an opportunity to correct the deficiency. In the case of a complete certification which is unclear, the County's Director of Human Resources may, with the employee's permission, contact the employee's health care provider to clarify and authenticate the certification.

(6) All employees who take FM leave because of their own serious health condition shall be required to provide medical certification of their fitness to report back to

work. The County may seek fitness for duty certification only with regard to the particular health condition that caused the employee's need for FM leave.

39.12 The County may require an employee on FM leave to report periodically on their status and intent to return to work. An FM leave will not be granted to permit an employee to accept gainful employment elsewhere, including self-employment. If an employee gives unequivocal notice of intent not to return, the County's obligations under FM to maintain health benefits (subject to COBRA requirements) and to restore the employee cease.

39.13 Leaves that are granted under any other provision of this Contract or under State law, whether paid or unpaid, including sick, disability and injury leave as provided for purposes which are covered under the Family Medical Leave Act, shall be charged as FM Leave and shall be subject to the twelve (12) week per year limitation for the length of an FM leave.

39.14 The County, in its discretion, may implement the FMLA consistent with the foregoing provisions of Article 37 and in accordance with any Department of Labor regulations which may be in effect from time to time.

ARTICLE 40 DURATION

40.01 This Agreement shall become effective upon ratification and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2007.

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

ARTICLE 41 CIVIL SERVICE LAW

41.01 No section of the Civil Service Laws contained in Ohio Revised Code, Chapter 123.01 et seq. or Ohio Administrative Code Chapter 124-101 et seq. shall apply to the employees in the bargaining unit and it is expressly understood and agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction in any matter related to employees in the bargaining unit.

ARTICLE 42 ALCOHOL AND DRUG TESTING

42.01 The members will comply with the Medina County Board of Commissioners' Alcohol and Drug Policy, a copy of which is available in the Superintendent's office, with the following exceptions: (1) a supervisor and manager or two supervisors 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 and (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.

ARTICLE 43

EXECUTION

43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this _____ day of _____, 2005.

FOR THE UNION:
Service Employees International
Union, Local 3

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

Medina County Commissioner

Medina County Commissioner

Medina County Commissioner

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

1. You are hereby notified that the MCMD proposes to take the following disciplinary action against you:

2. A predisciplinary meeting will be held at _____
on _____ to provide you an opportunity to provide information about the facts underlying the proposed discipline. If you fail to attend, disciplinary action will be decided on the facts known to the MCMD Superintendent. You have a right to be represented by the Union at this meeting.

EMPLOYER

Memorandum of Understanding

A Labor-Management Committee will be established to meet within thirty (30) days of ratification to jointly explore opportunities for a testing program to establish a maintenance job ladder leading to certification in the classifications of Maintenance Worker I, Maintenance Worker II, and Maintenance Worker III.

The Employer and the Union agree there is a continuing need to motivate employees represented by the Union in the mechanical service and maintenance field in order to keep pace with design and technological changes, and to better serve the needs of the County and the public.

The signatories agree to collaborate on finding testing opportunities to foster the knowledge and skills necessary for the ongoing and required maintenance of County facilities. The Committee will meet to identify and propose existing testing options and compile interim reports leading to an applicable testing regimen.

In the event the parties are unable to agree upon a testing regimen by July 31, 2006, (unless extended by mutual agreement) then this exhibit will be revoked and shall not be subject to the grievance procedure or arbitration.