

AN AGREEMENT

Between

THE COUNTY OF MEDINA, OHIO

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 the Service Employees International Union, Local 3, 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 ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: a) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; b) To promote fair and reasonable working conditions; c) To promote individual efficiency and service to the citizens of the County of Medina, Ohio; d) To avoid interruption or interference with the efficient operation of the Employer's business; and e) To provide a basis for the adjustment of matters of mutual interest by means of the procedures established herein.

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 and regular part-time employees of the Medina County Sanitary Engineer's Department occupying the classifications of Maintenance Worker, Operator-in-Training, Treatment Plant Aide, Treatment Plant Operator I & II, and Zimpro Process Operator, excluding all confidential, managerial, professional, supervisory, temporary, seasonal and casual part-time employees. All other employees of the Employer are excluded from the bargaining unit.

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.

3.04 Employees must display a copy/facsimile of wastewater licenses and renewal of wastewater licenses near their workstations at the applicable plants.

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 pay check, 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 said 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 workforce which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 NO-STRIKE/NO-LOCKOUT

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 services from the Employer for the duration 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; they 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 any grievance or appeal procedure contained herein or to any Civil Service Commission or 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.

8.03 Any new employee who is hired as an Operator trainee shall serve the probationary period outlined in 8.01; however, as a condition of employment, said employee must obtain an Operator I license within two (2) years of date of hire.

ARTICLE 9 UNION REPRESENTATION

9.01 The Employer recognizes the right of the Union to select stewards and alternate stewards 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 fourth in the Grievance Procedure, meetings shall be held at mutually convenient and acceptable times to the Employer and the Union.

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 one (1) bulletin board located in the main treatment plant facilities. 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, and the rate of pay.

12.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the Plant 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, ability, and seniority. Employees with Class I and II licenses shall be given first consideration for promotions to Operator I and II, respectively, before hiring from outside the bargaining unit.

12.04 Upon a vacancy occurring within the same job title, employees may bid to the shift where the vacancy exists, at his present wage rate, providing such transfer will not adversely affect the efficiency of the Department, as determined by the Sanitary Engineer.

ARTICLE 13 TRANSFERS

Voluntary Transfers

13.01 Any employee wishing to transfer between job locations shall submit the request in writing. When voluntarily transferring any employee(s) between work locations and shifts, the Employer shall consider the following:

- a. The required skills, knowledge, and abilities of the position to which he is applying;
- b. Seniority;
- c. Employment records; and
- d. Written statement(s) of preference for work locations or shift(s) filed by the employee(s) with the appropriate office.

Voluntary transfers shall be at the discretion of the Employer after considering the above.

Involuntary Transfers

13.02 Except in emergency situations, prior to the Employer requiring any employee to involuntary transfer shifts or locations, the Employer shall request voluntary transfers by posting for three (3) days.

If no one volunteers or the volunteers are unacceptable to the Employer, the Employer may then unilaterally assign and transfer those employees it deems necessary.

13.03 The Employer may temporarily assign an employee to fill in during the posting period.

ARTICLE 14 SAFETY COMMITTEE

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

14.02 The Safety Committee shall hold meetings at least quarterly, unless otherwise mutually agreed. In the discharge of its functions the Safety Committee shall consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of such changes. Should a situation arise where immediate action is required concerning health or safety, the effected

employee(s) shall immediately contact their Union Steward and/or Safety Committee member and their immediate supervisor.

If the problem is not resolved, the Sanitary Engineer or his designee shall then be contacted and informed of the problem. The Sanitary Engineer or his designee shall, within ten (10) days, make a decision as to how the problem will be handled. If the decision of the Sanitary Engineer is not acceptable to the representatives of the Union, the problem shall, within ten (10) days of the Engineer's decision, be appealed to the Medina County Commissioners. The Commissioners, or their designee, shall then make a written decision within fifteen (15) days.

ARTICLE 15 DISCIPLINE

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

15.02 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).

15.03 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.

15.04 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. All grievances relating to disciplinary actions shall commence at Step 3 of the Grievance Procedure. Verbal and written reprimands shall not be appealable or grievable under the Disciplinary Procedure and Grievance Procedure of this Agreement.

15.05 Notwithstanding any other provisions of this Agreement or other Employer personnel policies, all matters relating to disciplinary actions affecting a non-probationary employee shall be subject solely to the Grievance Procedure herein contained. No disciplinary actions shall be appealable to any Civil Service Commission or State Personnel Board of Review.

ARTICLE 16 SENIORITY

16.01 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probation period will be added to his total length of continuous service.

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

a. He resigns; he is discharged for just cause;

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

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

16.04 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 17 LAY-OFF AND RECALL

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

17.02 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.

17.03 Employees who are laid off from one (1) job title may displace (bump) another employee with lesser seniority in a lower-rated job title in the promotional series within the bargaining unit. For purposes of this Article, the promotional series, from highest rated to lowest rated, shall be defined as follows:

Zimpro Operator, Maintenance Worker, Operator II, Operator I,
Operator-in-Training, Treatment Plant Aide

17.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower-rated job title pursuant to the provisions of paragraph 17.03, above.

17.05 In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into. Any person who bumps into a lower-rated classification shall be given a thirty (30) day training period to learn and qualify for the job bumped into.

17.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.

17.07 Employee(s) who are laid off shall have the option of displacing (bumping) another employee pursuant to the above provisions or being directly laid off by the Employer.

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

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

ARTICLE 18 HOURS OF WORK

18.01 The normal workweek for full-time employees shall be forty (40) hours of work over a period of seven (7) days. There shall be no split shifts. Any changes in shift hours shall be reasonable in nature.

18.02 Each employee shall be entitled to two (2) breaks during the workday, excluding time allotted for lunch. Such breaks shall be of fifteen (15) minutes' duration and shall occur during the middle of the first half of his work shift and the middle of the second half of his work shift. Work breaks shall be taken during the normal flow of work in such a fashion that such break does not interfere with the Employer's work or business. Lunch periods shall be paid, effective upon the execution of this Agreement.

ARTICLE 19 OVERTIME PAY

19.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half times (1 ½) their regular hourly rate for all hours actually worked in excess of eight (8) hours in any one (1) day or forty (40) hours per week.

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

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

ARTICLE 20 EQUALIZATION OF OVERTIME

20.01 The Employer shall be the sole judge of the necessity for overtime. The Employer shall endeavor, insofar as it may be reasonably practicable, to make an equitable distribution of overtime among qualified employees within a departmental classification by plant, from a rotating seniority list. Employees who are offered overtime and for any reasons refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

- 20.02 The following rules shall apply to overtime opportunity equalization:
- A. Overtime lists shall be developed and posted at the beginning of each quarter, *e.g.*, January 1, May 1, September 1, each calendar year. The posting each quarter shall be for fifteen (15) days. The overtime list shall be by job classification by plant, Liverpool Hinckley and Chippewa. Employees who sign up on the overtime list shall be ranked in accordance with seniority. After the 15th day of the posting, if an employee requests to be added to the overtime list, he shall be added at the bottom of the list. An employee can go off the overtime list only once each quarter. If an employee comes back on the overtime list during a quarter, he shall be added to the bottom of the list for that quarter.
 - B. The supervisor in charge of the shift shall call employees based on overtime list. An employee who is offered but refuses overtime shall be credited with the amount of overtime refused.
 - C. When an employee's name comes up on the overtime list while the employee is on vacation, compensatory time, funeral leave, or injury leave, he shall not be charged on the list for the hours he could have worked had he been available.

ARTICLE 21 UNPAID LEAVE

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

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

ARTICLE 22 VACATIONS

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

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

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

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

- 22.01.3 Employees shall become eligible for the maximum vacation accrual of 160 hours beginning with their 11th year of employment.
- 22.01.4 Employees shall become eligible for the maximum vacation accrual of 200 hours beginning with their 21st year of employment.
- 22.01.5 "Year" is defined as from the date-of-hire (service date) to the following year in which the employee's date-of-hire occurs.
- 22.01.6 Employees shall not accrue additional vacation time for overtime hours worked.
- 22.01.7 Employees may be permitted to accumulate and carry over unused vacation into the following year up to the maximums set forth in 22.01
- 22.01.8 Vacation accumulated beyond the maximum shall be forfeited (i.e., not paid) in the pay period in which it was earned

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

22.03 Vacation time must be used in segments of not less than eight (8) hours except in cases of emergency as set forth in 22.05.

22.04 Employees shall request "prime-time" vacation by March 31 of each year. Vacation requests submitted after March 31 shall be granted on a first-come, first-serve basis. Prime-time vacation selection shall not be subject to Section 22.02 notice provisions. Requests shall be, notwithstanding unusual circumstances, granted by seniority within the same job title and job location. No later than ten (10) days following the deadline for requesting prime-time vacation, the Employer shall post the approved prime-time vacation schedule.

22.05 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:

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

The remainder of vacation leave must be taken in blocks.

22.06 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.

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

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

22.09 The Employer shall make a good faith effort to 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 23 HOLIDAYS

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

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

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

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

23.04 The Employer shall make a good faith effort to canvass for holiday coverage, where an employee so requests, prior to denying a specific request for a holiday off. The Employer's obligation under this Section is grievable but not arbitrable.

ARTICLE 24 PERSONAL DAY

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

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

ARTICLE 25 SICK LEAVE

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

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

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

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

25.05 Any absences as set forth in Section 25.01 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.

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

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

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

25.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children. Except sick leave may also be used to care for a parent who resides with the employee or within Medina or a contiguous county on a short-term basis. Such sick leave may be subject to verification by the employer. Short-term basis shall not exceed forty (40) hours in a calendar year. These benefits are in addition to rights provided under FMLA. 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.

25.10 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 26 FUNERAL LEAVE

26.01 Each full-time employee shall be entitled to not more than three (3) paid days of funeral leave upon the death of a member of the employees' immediate family. Part-time employees shall receive one (1) paid day.

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

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

26.04 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 27 JURY DUTY LEAVE

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

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

ARTICLE 28 CALL IN PAY

28.01 Any employee called in to work during non-scheduled time, or re-called to work after completion of regularly scheduled work hours, shall be given a minimum of three (3) hours straight-time pay.

ARTICLE 29 SHOW UP PAY

29.01 The Employer shall pay a minimum of four (4) hours "show up" pay to any employee who reports to work due to the failure of the Employer to notify the employee not to report.

ARTICLE 30 SHIFT DIFFERENTIAL

30.01 Employees working the afternoon shift shall be paid a shift differential of fifty cents (\$.50) per hour, and employees working the night shift shall be paid sixty cents (\$.60) per hour, effective at the beginning of the first full payroll period after the execution of this Agreement.

ARTICLE 31 WEEKEND PREMIUM

31.01 Employees working weekends shall be paid a weekend premium of one dollar (\$1.00) per hour for all hours worked during the course of the six shifts beginning at 12 midnight Friday and ending at 11:59:99, Sunday, effective at the beginning of the first full payroll period after the execution of this Agreement.

ARTICLE 32 WAGES AND SALARY SCHEDULE

32.01 Effective with the first pay of the 2006 payroll year (December 18, 2005), all employees shall receive a 3% increase and be paid according to the following schedule:

JOB TITLE	START	END PROBATION	ONE (1) YEAR	TWO (2) YEARS
Treatment Plant Aide	\$14.60	\$14.84	\$15.08	\$15.50
Operator-In-Training	\$14.60	\$14.84	\$15.08	\$15.50
Maintenance Worker*	\$16.61	\$16.87	\$17.14	\$17.56
Plant Operator I	\$16.36	\$16.62	\$16.89	\$17.31
Plant Operator II	\$18.96	\$19.27	\$19.58	\$19.99
Zimpro Operator	\$18.96	\$19.27	\$19.58	\$19.99

32.02 Effective with the first pay of the 2007 payroll year (December 17, 2006), all employees shall receive a 3.25% increase and be paid according to the following schedule:

JOB TITLE	START	END PROBATION	ONE (1) YEAR	TWO (2) YEARS
Treatment Plant Aide	\$15.07	\$15.32	\$15.57	\$16.00
Operator-In-Training	\$15.07	\$15.32	\$15.57	\$16.00
Maintenance Worker	\$17.15	\$17.42	\$17.70	\$18.13
Plant Operator I	\$16.89	\$17.16	\$17.44	\$17.87
Plant Operator II	\$19.58	\$19.90	\$20.22	\$20.64
Zimpro Operator	\$19.58	\$19.90	\$20.22	\$20.64

32.03 *An equity adjustment of twenty-five cents (.25¢) per hour is added to the base rate of the Maintenance Worker classification for the duration of this Agreement.

32.04 Any Liverpool Zimpro Operator and/or Maintenance Worker obtaining a Class A Commercial Drivers License (air brake, tank and combo endorsements) shall receive an additional fifty cents (.50¢) per hour.

32.05 Any current Zimpro Operator or Maintenance Worker who receives a Class I license shall receive an additional fifty cents (\$.50) per hour, and an additional fifty cents (\$.50) for a Class II license. Any current employee who receives a Class III license will receive an additional fifty cents (\$.50) per hour.

32.06 Any current employee who receives a Class I, II, or III license shall be reimbursed by the Employer for his costs from taking the exam. Costs reimbursable by the Employer shall be: (a) test application fee; (b) test fees; (c) hotel (one [1] night); (d) meals; and (e) mileage.

32.07 All reimbursements shall be made according to the rate schedules currently in effect with the Employer at the time of the cost being incurred. Reimbursements shall only be made to those current employees who submit valid receipts for such costs. Employees who take the test on a scheduled workday shall suffer no loss in pay.

32.08 A textbook/testing supplement shall be made available to all employees who have applied to take the Operator I examination.

32.09 In the event the Employer creates a new job classification, the Employer and Union shall meet and confer within thirty (30) days to discuss the appropriate wage rate for such classification. If no agreement is reached, the matter may be grieved pursuant to the Grievance procedure commencing at Step 3 and terminating at the conclusion of Step 4.

32.10 Employees are subject to the Sanitary Engineer's department discipline policy regarding falsification of time cards, lateness, and missed punches.

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

ARTICLE 33 LONGEVITY

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

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
Six (6) to ten (10) years	\$ 200.00
Eleven (11) to fifteen (15) years	\$ 400.00
Sixteen (16) to twenty (20) years	\$ 600.00
Twenty-one (21) to twenty-five (25) years	\$ 800.00
Twenty-six (26) years and thereafter	\$1,000.00

33.02 When determining length of service, only time worked with a Medina County government office will be considered. Payment shall be made by the Employer in one (1) annual installment between the third week of November and the second week of December in each year unless the Employer determines otherwise. Each employee must have reached his complete years of service by January 1 of the calendar year in which the longevity payment is received to receive credit for a full year of service. Prior part-time service will not be used to calculate years of full-time service for this policy. Each employee must be a current full-time employee at the time the longevity check is issued to receive a longevity payment. There will be no proration of payments for former employees who have terminated prior to the issuance of the longevity check.

ARTICLE 34 LICENSE RENEWAL

34.01 The Employer shall reimburse any employee for the license renewal fee for Class Operator I, Class Operator II, and Class Operator III licenses. Reimbursement shall only be made to those employees who submit valid and approved receipts and a copy of check or money order that was submitted for renewal.

ARTICLE 35 INSURANCES

35.01 The employer shall continue to provide for a managed health care program in accordance with the attached Summary of Benefits.

35.02 The insurance benefits provided for in Section 35.01 of this Article 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.

35.03 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).

ARTICLE 36 WORK CLOTHING

36.01 The Employer shall provide work uniforms to all employees by October 1 of each year. Such uniform shall consist of seven (7) shirts, and five (5) trousers. The Employer shall provide winter jackets every odd-numbered year, safety shoes and glasses which must be worn.

36.02 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.

36.03 The Employer will provide to non-probationary employees one (1) pair of insulated coveralls or insulated bibs each odd-numbered year at the request of the employee.

36.04 The Employer shall provide a coverall service to be used to protect the employees uniform from soiling during cleaning operations. The Employer shall provide a weekly commercial service for the cleaning of coveralls.

36.05 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.

ARTICLE 37 SAFETY EQUIPMENT

37.01 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 insuring that such equipment shall give equal or greater protection than that furnished by the Employer.

37.02 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.

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

37.04 Prescription safety glasses shall be provided during even-numbered years and must be obtained through the Union Eye Care Center, (Brunswick office only) up to the maximum amount listed below (forms available through supervisor):

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

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

37.06 By October 1 of each year, the Employer shall prepare the necessary documents required by the County Auditor to issue a warrant in the amount of one hundred ten dollars (\$110) to non-probationary employees for the purchase of safety shoes.

37.07 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 GENDER AND PLURAL

38.01 When 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 39 HEADINGS

39.01 It is understood and agreed that the use of headings before Articles or Sections is for convenience only and that no heading shall be used in the interpretation of said Article or Section nor affect any interpretation of any Article or Section.

ARTICLE 40 OBLIGATION TO NEGOTIATE

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

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

ARTICLE 41 CONFORMITY TO LAW

41.01 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 affect the validity of the surviving provisions.

41.02 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 42 LEGISLATIVE APPROVAL

42.01 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 43 TOTAL AGREEMENT

43.01 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.

ARTICLE 44 DURATION

44.01 This Agreement shall become effective at 12:01 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.

44.02 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 45 DISCIPLINARY PROCEDURE

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

45.02 All employees shall have the following rights:

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

45.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the applicable rules and regulations and the employee's employment shall be terminated.

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

45.05 Where the Sanitary Engineer seeks as a penalty the imposition of a suspension without pay, a demotion, or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Verbal and written reprimands shall not be appealable under this Disciplinary Procedure.

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

- a. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
- b. The employee is entitled to representation by a Union representative or an attorney at his/her own expense.

45.07 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 44.11, until the matter is settled, the grievance is denied arbitration, or an arbitrator renders a determination.

45.08 The following administrative procedures shall apply to disciplinary actions:

- a. The Sanitary Engineer or designee and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. However, it being understood that any settlement of a potential policy grievance shall not be binding and/or set precedent in regard to the Union. The Sanitary Engineer 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 employee must be advised before meeting that he is entitled to representation by the Union or an attorney at his costs, during the initial discussion.
- b. If a mutually agreeable settlement is not reached at this informal meeting the Sanitary Engineer will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the Sanitary Engineer may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline shall include advice as to the employee's rights in the procedure and the rights of representation.
- c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Sanitary Engineer, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

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

45.10 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 an attorney at his/her expense as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties, except as specified in 44.08(a). The Union shall be notified of all settlements.

45.11 An employee may be suspended with pay at any time during the process if the Sanitary Engineer or designee, at his sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

45.12 Notwithstanding any other provisions of this Agreement or other Employer personnel policies, all matters relating to disciplinary actions affecting a non-probationary employee shall be subject solely to the Grievance Procedure contained herein. No disciplinary actions shall be appealable to any Civil Service Commission or State Personnel Board of Review.

ARTICLE 46 GRIEVANCE PROCEDURE

46.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages of the Grievance Procedure.

46.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
- b. Aggrieved party - The "aggrieved party" shall be defined as the Union or any employee or group of employees within the bargaining unit actually filing a grievance.
- c. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

46.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances shall include: (1) the name and position of the aggrieved party; (2) the identity of the provisions of this Agreement involved in the grievance if known; (3) the time and place where the alleged events or conditions constituting the grievance took place; (4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and (5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- 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.

46.04 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.

ARTICLE 47 ARBITRATION PROCEDURE

47.01 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.

47.02 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.

47.03 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.

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

47.05 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.

47.06 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.

47.07 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 48 FAMILY MEDICAL LEAVE

48.01 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:

- 48.01.1 For birth of a son or daughter, and to care for the newborn child;
- 48.01.2 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;
- 48.01.3 To care for the employee's spouse, child or parent with a serious health condition;
- 48.01.4 Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- 48.01.5 The County retains the right to require written documentation of the family relationship, when applicable.

48.02 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 of this leave.

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

48.03 Definitions:

- 48.03.1 An employee's "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.
- 48.03.2 "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.
- 48.03.3 "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."
- 48.03.4 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.

48.04 For purposes of Sections 41.01.3 and 41.01.4, 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.

48.05 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.

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

48.07 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.

48.08 During an unpaid FM leave, subject to Article 16 (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.

48.09 All accrued sick time must be utilized for any FM leave taken for any reason which qualifies for sick leave under Article 25 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.

48.10 The following notice and scheduling requirements will apply to FM leave requests:

- (1) Employees must give thirty (30) days notice to their Supervisor and/or Director 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 Director as soon as is practicable (normally no later than twenty-four (24) hours after the need for the leave becomes known).
- (2) If under 47.10(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.

48.11 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 will 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 will 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.

48.12 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 FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee cease.

48.13 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.

48.14 The County, in its discretion, may implement the FMLA consistent with the foregoing provisions of Article 47 and in accordance with any Department of Labor regulations which may be in effect from time to time.

ARTICLE 49 CIVIL SERVICE LAW

49.01 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 50 EPA CONTACT HOURS

50.01 The required contact hours mandated by the Ohio EPA in order to maintain an Operator Certification is the sole responsibility of the employee.

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

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

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

50.05 Licensed operators must provide to their Supervisor, before their license expiration date, evidence that they have the required amount of contact hours needed to renew said license. Failure to provide this information shall result in re-classification to Operator-in-Training and reduction in pay.

50.06 Zimpro Operators and Maintenance Workers must provide to their Supervisors, before their license expiration date, evidence that they have the required amount of contact hours need to renew said license. Failure to provide this information shall result in loss of license pay.

ARTICLE 51 ALCOHOL AND DRUG TESTING

51.01 The members will comply with the Medina County Board of Commissioners' Alcohol and Drug Policy, a copy of which is available through their supervisor, 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 52 EXECUTION

52.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed 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

You are hereby notified that the Sanitary Engineer (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above-proposed disciplinary action. Please read the attached information regarding these rights.

EMPLOYER

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Sanitary Engineer if you want to appeal the proposed disciplinary action.

I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper)

Signature:

Date:

Approved: Date:

Sanitary Engineer's Signature:

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Sanitary Engineer.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Sanitary Engineer within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with the Sanitary Engineer.
3. If you file your objections, the Sanitary Engineer will schedule a formal meeting within 10 days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Sanitary Engineer will report his/her decision within 15 days following the close of the hearing.
5. You will have 5 days after receipt of the Sanitary Engineer's decision in which to appeal the decision pursuant to the Grievance Procedure.