

AN AGREEMENT

between

**THE COUNTY OF MEDINA, OHIO
(Child Support Enforcement Agency)**

and

TEAMSTERS UNION LOCAL 293

EFFECTIVE: January 1, 2008

EXPIRES: December 31, 2010

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3.03 The Employer will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all employees as hired. Any necessary information regarding employee listings in this provision can be obtained through the County Administrator's Office.

ARTICLE 4 MANAGEMENT RIGHTS

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

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its 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.

4.03 The Employer has no obligation to bargain over its management decisions or the effects of those decisions. This does not limit the Union's right to file grievances over violations of this contract.

ARTICLE 5 NO-STRIKE

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

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

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

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

ARTICLE 6 DUES DEDUCTION AND AGENCY SHOP

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

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

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

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

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

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

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

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

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, religion, ethnic origin, age, sex or disability.

7.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and nonmembership.

ARTICLE 8 PROBATIONARY PERIOD

8.01 All new employees will be required to serve a probationary period of one hundred eighty (180) calendar days. During such 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, to the State Personnel Board of Review or to any Civil Service Commission. Upon completion of the probationary period employees shall be considered certified.

8.02 All newly promoted employees will be required to serve a promotional probationary period of one hundred twenty (120) calendar days. During the first ninety (90) days of this period, the Employee shall be able to return to her prior position at her discretion. If the employee chooses to return to her prior position, any other employee(s) moved up because of the promotion shall move back to their prior position(s). At any time during the probationary period the Employer can return the employee to her prior position and this demotion shall not be appealable through any grievance or appeal procedure contained herein to the State Personnel Board of Review or to any Civil Service Commission. The promotional probationary period shall commence at the time the employee is moved into the new classification.

8.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph .01, above.

ARTICLE 9

UNION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of a representative at meetings provided for by the Grievance Procedure or called by the Employer. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain prior approval from the Supervisor. The employee shall suffer no loss in pay for time spent at any meetings at which the Employer and/or employee requests a representative to be present. The Union shall notify the Employer annually of designated representatives.

9.02 Employee representatives engaged in Union representation or other Union activities on the Employer's property after working hours must receive prior approval from the Employer to be on the Employer's property.

9.03 Non-employee Union representatives must receive the Employer's prior approval to be on the Employer's property.

ARTICLE 10

LABOR/MANAGEMENT COMMITTEE

10.01 In the interest of sound labor/management relations, once each quarter on a specifically designated day and time, the Director and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

10.02 An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meetings shall be to: (A) Discuss the administration of this Agreement; (B) Notify the Union of changes made by the Director, which affect bargaining unit members of the Union; (C) Discuss grievances, which have not been processed beyond the Director's step of the grievance procedure, providing such discussions are mutually agreed to by the parties; (D) Disseminate general information of interest to the parties; (E) Discuss ways to increase productivity and improving efficiency; (F) Consider and discuss health and safety matters relating to employees; (G) Consider recommendations for changes from the Union in the Personnel Handbook; and (H) Discuss Work Schedules.

10.03 It is further agreed that if special labor/management meetings have been requested in writing, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 11

EMPLOYEE RIGHTS

11.01 Prior to any disciplinary interrogations, an employee being questioned shall be advised whether he is, at that time, the subject of investigation or a witness and not under investigation. If the employee is the subject of the investigation, he shall be advised of the right to the presence and advice of a Union representative during all questioning. All disciplinary action will be carried out in a private, business like manner by the Employer, but subject to all records laws.

11.02 Upon prior written notice to the Employer, an employee may review his personnel file, except confidential information (e.g., pre-employment reports, etc.). An employee may add memoranda to the file clarifying any documents contained in the file within thirty (30) days of notice by the Employer of the placement of a document in the employee's personnel file and may have a representative of the Union present when reviewing his file. The Employer may also have a representative present. A request for copies of items included in the file shall be honored. Confidential information shall not be disclosed to any employees of the Department with the exception of the Director and the Personnel Director.

11.03 If a complaint is investigated and placed in the employee's personnel file, it shall be marked with respect to final disposition.

11.04 Written warnings and reprimands more than nine (9) months old and suspensions more than two (2) years old will not be used in any disciplinary hearing, providing there has been no disciplinary action taken against the employee during the time period.

11.05 The Employer shall pay mileage at the County rate to its employees when the employee's vehicle is used pursuant to the Employer's policy. The rate will be calculated annually.

11.06 Employees who resign or retire from employment must provide the Employer with a minimum of two (2) weeks notice or be subject to immediate discharge. Employees who provide two (2) weeks notice will not be considered to have resigned or retired until the date specified in the notice. The Employer reserves the right to discharge any employee for cause pending separation or may relieve the employee from duty at any time with pay until the resignation or retirement date.

11.07 Employees who are subject to a threatening, dangerous or violent client may request assistance from a supervisor. The supervisor shall determine if a client is threatening, dangerous or violent. If the supervisor determines a client is not threatening, dangerous or violent, employees may be required to continue working and can file a grievance if they still believe assistance was necessary. The supervisor may also assign another employee to work with the client or assign an additional employee to work with the client.

ARTICLE 12

VACANCIES AND JOB POSTINGS

12.01 The existence of a vacancy shall be determined by the Employer at its discretion. Once a vacancy is found to exist, it shall be posted within seven (7) days thereafter and mailed to any employee laid off in the preceding twenty-four (24) months. Said postings shall remain for a period of seven (7) working days. The posting shall contain the job title of the vacancy, a brief job description and the rate of pay.

If a vacancy occurs in a classification from which one or more bargaining unit employees were laid off in the preceding twenty-four (24) months, the Employer will notify those employees, whether laid off or working in another classification, and fill the vacancy by offering it to the most senior laid off employee. If the employee refuses to return to the former classification, the Employer will not be required to notify that employee about future vacancies. The recalled employee will be returned to the classification from which he or she was laid off to a position chosen by the Director.

In the event a vacancy occurs in a position not included in the bargaining unit, the Employer agrees to notify the Union and/or post a notice of such vacancy for notification to those employees who may be interested in making application.

12.02 Any employee wishing to apply for the posted vacancy must submit his application in writing for the job posting 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. If two (2) or more applicants are equally qualified to fill a position, the more senior employee shall be promoted. If less than two (2) applications are received, or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

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

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

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

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

13.08 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who does not respond to recall or does not report to work within ten (10) calendar 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.

13.09 Employee(s) scheduled for lay-off shall be given a minimum of fourteen (14) calendar days' advance notice of lay-off.

ARTICLE 14 WORKING OUT OF CLASSIFICATION

14.01 If an employee's supervisor specifically relieves an employee from performing the duties of his classification and specifically assigns that employee to perform the work of another classification and to assume the responsibilities of that classification, the employee shall be paid the rate of that classification to which he is assigned, but not less than his rate of pay in his current classification. This Article does not apply when employees are not specifically relieved of their job assignments and are merely assisting employees in another classification temporarily or assuming part of the job responsibilities of another classification temporarily.

14.02 If the Employer temporarily assigns an employee to work in a different classification for a period of three (3) months or more, the employee shall be eligible to apply for permanent appointment to that position if it becomes vacant and is posted under Section 12.01.

ARTICLE 15 SICK LEAVE

15.01 Sick leave shall be defined as an absence with pay necessitated by:

1. Illness, injury or pregnancy-related condition of the employee or member of the immediate family;
2. Exposure to a contagious disease which could be communicated to and jeopardize the health of other employees;
3. Medical, psychological, dental, or optical examination, by an appropriate licensed practitioner;
4. Death in the immediate family;
5. Immediate family in paragraphs 1-4 above is defined as: spouse, child, parent, a legal guardian or other person who stands in place of a parent, or any other person who resides with you and for whom you are responsible.

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

15.03 An employee intending to use sick leave must notify the Employer of the absence as soon as possible, but no later than one-half (1/2) hour after the employee's normal starting time, unless exigent circumstances prevent timely notice. The employee shall report the absence and the reason for the absence to the employee's supervisor or other designated individual.

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

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

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

15.07 Any abuse or patterned use of sick leave (before or after weekends, holidays, vacation) shall be just and sufficient cause for disciplinary action.

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

15.09 Any full-time employee who has one hundred twenty (120) or more hours of accumulated sick leave may redeem sixteen (16) hours of unused sick leave for the cash equivalent and eight (8) hours of unused sick leave for either eight (8) hours of personal time or the cash equivalent.

15.10 Upon the retirement of an employee who has either ten (10) years or more of continuous service with Medina County, or five (5) years continuous service with Medina County coupled with five (5) or more years of previous documented service with Ohio or any of its political subdivisions and has transferred unused sick leave to Medina County in accordance with established procedures, and who has qualified for retirement benefits from the State of Ohio, shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that payment shall not exceed nine hundred and sixty (960) hours.

ARTICLE 16

UNPAID LEAVE OF ABSENCE

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

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

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

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

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

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

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

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

16.09 Authorized leaves of absence without pay will count toward seniority provided the employee is properly returned to service.

ARTICLE 17

FAMILY AND MEDICAL LEAVE ACT

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

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

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

17.04 Authorized leaves of absence without pay will count toward seniority , provided the employee is properly returned to service.

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

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

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

ARTICLE 18

FUNERAL LEAVE

18.01 Each full-time employee shall be entitled to not more than three (3) paid days of funeral leave upon the death of a member of the employee's immediate family for the purpose of attending the funeral. Part-time employees shall receive one (1) paid day. All employees may be required to provide written verification of the death for which they wish to exercise funeral leave.

18.02 Immediate family shall be defined as: your spouse, parents, children, grandparents, spouse's grandparents, sibling(s), grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

18.03 Additional days shall be chargeable to the employee's sick leave as permitted by Section 15.01(4) and (5).

18.04 If the deceased person is not a member of the immediate family, as defined in Section 18.02, time for funeral leave may be taken and charged to vacation time, or taken without pay.

ARTICLE 19 JURY AND COURT TIME

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

ARTICLE 20 MILITARY LEAVE

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

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

ARTICLE 21 HOLIDAYS AND PERSONAL DAY

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

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

22.04 Requests for time off submitted from January 1 to May 31 of each calendar year shall be granted on the basis of seniority as defined in Article 29.01 of this Agreement. Requests for time off submitted from June 1 to December 31 of each calendar year shall be granted on a first-come, first-served basis regardless of seniority.

22.05 Any full-time employee with two (2) weeks (80 hours) accrued vacation time may convert one (1) week of vacation (40 hours) to cash. Employees may exercise the option to sell one (1) week vacation time only once per calendar year and must provide thirty (30) days notice of their intent to relinquish one (1) week vacation in exchange for the cash equivalent.

ARTICLE 23 WORKDAY AND WORKWEEK

23.01 The normal workweek for regular full-time employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day including one-half (½) hour and excluding one-half (½) hour for meals. The normal starting time for employees shall be 8:00 a.m. unless the Department Head determines otherwise.

23.02 All employees will be required to punch a time clock to be provided in work locations by the Employer, upon commencement and termination of the work day, as well as for the lunch break, unless the employee is off site, at which time a Time Clock Override Form shall be completed.

ARTICLE 24 REST PERIODS

24.01 There shall be two (2) fifteen (15) minute rest periods each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift, except for other mutually agreed upon schedules.

24.02 In order to minimize down time, rest periods shall be taken during natural breaks in work assignments with the approval of their supervisor.

24.03 Employees shall not receive a rest period if they use personal time immediately before or immediately after a paid rest period.

ARTICLE 25 OVERTIME PAY

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

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

26.06 Employees shall contribute ten (10%) percent of the plan's actuarially estimated cost each month.

26.07 The Employer agrees to set a cap of fifteen percent (15%) on annual increases to the employees' maximum monthly contribution, as set forth at Section 26.06, if the Employer's estimated cost for either Plan A and/or Plan B increases in years 2009 or 2010. If an increase is necessary, it will be effective approximately the first pay period of 2009 or 2010. An increase above the fifteen percent (15%) cap, based on the Employer's annual estimated cost, shall be borne by the Employer.

26.08 There will be a lower level benefit plan (Plan B) with a per person deductible of seven hundred fifty (\$750.00) dollars per single or one thousand five hundred (\$1,500.00) dollars per family. Following the deductible there will be an 80/20 co-pay until the single employee has expended a maximum of two thousand two hundred fifty (\$2,250.00) dollars or the family has expended four thousand five hundred (\$4,500.00) dollars. After this is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of the network, there will be a 60/40 co-pay until the single employee has expended a maximum of four thousand five hundred (\$4,500.00) dollars or the family as expended nine thousand (\$9,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of one thousand five hundred (\$1,500.00) dollars, individual and three thousand (\$3,000.00) dollars, family.

26.09 The health insurance benefits provided in Plan B 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.

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

26.11 Employees shall contribute five (5%) percent of Plan B's actuarially estimated cost each month.

26.12 The Employer will make every effort, but does not guarantee, to permit any bargaining unit employee who desires to purchase at their cost additional life insurance through the County Plan.

26.13 The Employer recognizes that Teamsters Union Local 293 provides health insurance coverage and agrees that its representatives may offer its health insurance plan when the Teamsters determine that its plan provides substantially the same coverage at less cost for both the Employer and its employees.

ARTICLE 27

COMPENSATION SCHEDULE

27.01 Employees shall be paid according to the Compensation Schedules set forth at Addendum A, attached hereto. The compensation rates for 2008 shall be effective beginning the first pay period of 2008. The compensation rates for 2009 shall be effective beginning the first pay period of 2009. The compensation rates for 2010 shall be effective beginning the first pay period of 2010.

27.02 Promoted employees shall be placed in the Compensation Schedule at the lowest step rate for the new job title that results in a minimum four (4%) percent pay increase from the employee’s previous rate of pay. The employee will then remain at that step until completing the required number of years to move to the next step. 27.03 Any employee who resigns from the MCSEA and returns to the employee’s former job classifications within six (6) months may be placed in the Compensation Schedule according to the amount of time previously served in that job classification.

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

ARTICLE 28

LONGEVITY

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

<u>Years of Service</u>	<u>Amount</u>
After 5 Years	\$ 500
After 10 Years	\$1,000
After 15 Years	\$1,500
After 20 Years	\$2,000

ARTICLE 29

SENIORITY

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

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

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding twenty-four (24) months;

- d) He retires;
- e) He fails to report to work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon expiration of any leave applicable to him;
- g) He refuses to recall or fails to report to work within ten (10) days from the date the Employer mails the employee a recall notice.

29.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by a lottery drawing each time a situation arises in which seniority will be the deciding factor.

ARTICLE 30 TRAINING

30.01 The Employer will provide any necessary training, schooling or seminars to employees at the Employer's sole discretion so that such employees may acquire further skills and/or ability for their job. The Employer will make every effort to schedule the training during normal working hours. No such training shall be at the expense of the employee unless it is training not required by the Employer.

ARTICLE 31 BULLETIN BOARDS

31.01 The Employer shall provide two bulletin boards for use by the Union at mutually agreed upon locations. The Union shall not post negative or derogatory statements about the Agency or its employees.

ARTICLE 32 HEADINGS

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

ARTICLE 33 GENDER AND PLURAL

33.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 34

LEGISLATIVE APPROVAL

34.01 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 35

CONFORMITY TO LAW

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

35.02 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 has not been included herein.

ARTICLE 36

OBLIGATION TO NEGOTIATE

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

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

ARTICLE 37

TOTAL AGREEMENT

37.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer upon advance notice to the Union.

ARTICLE 38

DURATION

38.01 This Agreement shall become effective upon its execution, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2010. All grievances and insurance provisions are prospective only.

ARTICLE 39

DISCIPLINARY PROCEDURE

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

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

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

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

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

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

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

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

Step 3 (Arbitration)

1. Demand for arbitration must be made within fourteen (14) days after County Administrator's Step 2 answer. Demand sent to Director.
2. Union and Director select an arbitrator from the following panel:
 - a) Robert Stein
 - b) Harry Graham
 - c) Anna Duval Smith
 - d) Nels Nelson
 - e) Mitch Goldberg
3. Arbitrator is selected in order of appearance on the panel listed above. Exceptions may be made from the order or selection if the arbitrator cannot accept the appointment and conduct a hearing within 45 days from the time the parties have contacted him regarding an arbitration hearing.
4. Upon receipt of Union's letter referring a grievance to arbitration, the Employer shall notify the next arbitrator on the panel of his appointment. If the arbitrator cannot accept the appointment within the time frame above, the next arbitrator shall be contacted by the Employer until an arbitrator has been scheduled.

The hearing date must be selected within fourteen (14) days after the arbitrator has accepted the appointment.

40.02 Grievance Procedure Definitions

- a) Grievance – Written claim by an employee or the Union alleging a violation, misinterpretation or misapplication of the collective bargaining agreement.
- b) Grievant – An employee, group of employees or the Union.
- c) Day – Workday.

40.03 Grievance Procedure Rules

- 1) All grievances must be filled out on the "Official Grievance Form."

ARTICLE 43

FLEXIBLE SPENDING ACCOUNT

43.01 On July 1, 2008, 2009 and 2010, the Employer will credit each full-time employee with two hundred sixty (\$260.00) dollars in the Flexible Spending Account (FSA) currently administered by the Medina County Auditor. The account can be used to cover any out-of-pocket medical expenses as permitted by the existing plan for the duration of the health plan. Payment and/or reimbursement for expenses will be made to the employee as described in the plan. Employees can make supplemental contributions to the FSA.

ARTICLE 44

JOB SHARING

44.01 The Director may approve a job-sharing partnership with current employees in the same classification and in good standing if the partners complete a job sharing plan that includes (A) a work schedule that provides continuous job coverage, (B) a list of responsibilities including meeting and training attendance, (C) a description of how the office space will be shared and (D) a communication plan which states how the partners will communicate with each other and their supervisor.

44.02 Wages, vacation and sick leave shall be prorated on a 2080 hour/year and 40 hour/week basis. The partners shall each be eligible for one (1) funeral leave day per year. Both partners will be eligible for PERS. Neither partner will receive holiday pay nor medical insurance during job sharing.

44.03 Job-sharing partners will be considered part-time staff for the purpose of lay off.

44.04 When a job-sharing arrangement ends, either because of legitimate business reasons or a partner's choice, then the position will revert to full-time status and the most senior partner will fill it. If there is no appropriate opening available at this time, the less senior partner will be laid off.

44.05 A person accepting a job sharing position will retain full-time seniority based on the individual's number of years of full-time employment. Employees will not accrue full-time seniority while employed in a job sharing position. If an employee in a job sharing position is

laid off or if the job sharing position is abolished, he or she may bid on other openings or displace an employee pursuant to Section 13.02 on the basis of their full-time seniority.

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

ARTICLE 45 EXECUTION

45.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2008.

FOR THE UNION:
Teamsters Union Local 293

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

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

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

2. A pre-disciplinary 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 CSEA Director.

3. You have certain rights regarding the appeal of the above-proposed disciplinary action. Please read your Union contract regarding those rights.

APPOINTING AUTHORITY

ADDENDUM A

**MEDINA CSEA
COMPENSATION SCHEDULE**

2008												
	Start		After Probation		After 1 year		After 2 years		After 4 years		After 6 years	
Support Officer 2	\$14.97	\$31,137.60	\$15.58	\$32,406.40	\$16.21	\$33,716.80	\$16.76	\$34,860.80	\$17.36	\$36,108.80	\$17.68	\$36,774.40
Support Officer 1	\$13.11	\$27,268.80	\$13.72	\$28,537.60	\$14.33	\$29,806.40	\$14.90	\$30,992.00	\$15.51	\$32,260.80	\$15.83	\$32,926.40
Clerical Specialist	\$11.30	\$23,504.00	\$11.92	\$24,793.60	\$12.52	\$26,041.60	\$13.10	\$27,248.00	\$13.69	\$28,475.20	\$14.01	\$29,140.80
Payment Processor	\$10.64	\$22,131.20	\$11.26	\$23,420.80	\$11.88	\$24,710.40	\$12.43	\$25,854.40	\$13.03	\$27,102.40	\$13.35	\$27,768.00
Clerk 2	\$ 9.55	\$19,864.00	\$10.17	\$21,153.60	\$10.78	\$22,422.40	\$11.35	\$23,608.00	\$11.95	\$24,856.00	\$12.27	\$25,521.60
Clerk 1	\$ 8.84	\$18,387.20	\$ 9.45	\$19,656.00	\$10.08	\$20,966.40	\$10.64	\$22,131.20	\$11.24	\$23,379.20	\$11.55	\$24,024.00

2009												
	Start		After Probation		After 1 year		After 2 years		After 4 years		After 6 years	
Support Officer 2	\$15.42	\$32,073.60	\$16.05	\$33,384.00	\$16.70	\$34,736.00	\$17.26	\$35,900.80	\$17.88	\$37,190.40	\$18.21	\$37,876.80
Support Officer 1	\$13.50	\$28,080.00	\$14.13	\$29,390.40	\$14.76	\$30,700.80	\$15.35	\$31,928.00	\$15.98	\$33,238.40	\$16.30	\$33,904.00
Clerical Specialist	\$11.64	\$24,211.20	\$12.28	\$25,542.40	\$12.90	\$26,832.00	\$13.49	\$28,059.20	\$14.10	\$29,328.00	\$14.43	\$30,014.40
Payment Processor	\$10.96	\$22,796.80	\$11.60	\$24,128.00	\$12.24	\$25,459.20	\$12.80	\$26,624.00	\$13.42	\$27,913.60	\$13.75	\$28,600.00
Clerk 2	\$ 9.84	\$20,467.20	\$10.48	\$21,798.40	\$11.10	\$23,088.00	\$11.69	\$24,315.20	\$12.31	\$25,604.80	\$12.64	\$26,291.20
Clerk 1	\$9.11	\$18,948.80	\$9.73	\$20,238.40	\$10.38	\$21,590.40	\$10.96	\$22,796.80	\$11.58	\$24,086.40	\$11.90	\$24,752.00

2010												
		Start	After	Probation	After	1 Year	After	2 Years	After	4 Years	After	6 Years
Support Officer 2	\$15.73	\$32,718.40	\$16.37	\$34,049.60	\$17.03	\$35,422.40	\$17.61	\$36,628.80	\$18.24	\$37,939.20	\$18.57	\$38,625.60
Support Officer 1	\$13.77	\$28,641.60	\$14.41	\$29,972.80	\$15.06	\$31,324.80	\$15.66	\$32,572.80	\$16.30	\$33,904.00	\$16.63	\$34,590.40
Clerical Specialist	\$11.87	\$24,689.60	\$12.53	\$26,062.40	\$13.16	\$27,372.80	\$13.76	\$28,620.80	\$14.38	\$29,910.40	\$14.72	\$30,617.60
Payment Processor	\$11.18	\$23,254.40	\$11.83	\$24,606.40	\$12.48	\$25,958.40	\$13.06	\$27,164.80	\$13.69	\$28,475.20	\$14.03	\$29,182.40
Clerk 2	\$10.04	\$20,883.20	\$10.69	\$22,235.20	\$11.32	\$23,545.60	\$11.92	\$24,793.60	\$12.56	\$26,124.80	\$12.89	\$26,811.20
Clerk 1	\$ 9.29	\$19,323.20	\$ 9.92	\$20,633.60	\$10.59	\$22,027.20	\$11.18	\$23,254.40	\$11.81	\$24,564.80	\$12.14	\$25,251.20

Memorandum Of Understanding

The parties agree that the Employer shall reimburse any employee during the term of the collective bargaining agreement up to two hundred fifty dollars (\$250.00) per year for books for job related college coursework through TOPS or any other similarly approved higher educational program. The employee shall submit verifiable receipts in order to be eligible for reimbursement.

Union Representative

CSEA Representative

MEMORANDUM OF UNDERSTANDING

The Employer adopted a Flex Time Policy on December 29, 2005 that contains the right to flex time as described, and conditions under which flex time can be taken. The Employer agrees to continue that policy through December 31, 2010, with all its rights and conditions. If circumstances arise that impact the operation of MCCSEA requiring amendment or termination of the Flex Time Policy the Employer will notify the Union 14 days in advance and provide an opportunity to be heard.