Resolutions – March 11, 2025

NUMBER	RESOLUTION TITLE
25-0175	Determining the necessity to close Fenn Road for roadside construction
25-0176	Authorizing the Sanitary Engineer to enter into an agreement with Jones and Henry Engineers for professional design services for the Columbia Road Water Main Replacement Project
25-0177	Approving personnel changes for the employees under the jurisdiction of the Medina County Commissioners
25-0178	Amending the table of organization for the Medina County Solid Waste District
25-0179	Amending the table of organization for the Medina County Transit Department
25-0180	Approving a new 3-year collective bargaining agreement and wage increases between Medina County Transit Drivers Association and the Medina County Public Transit Department
25-0181	Authorizing the county auditor to transfer funds from various county department accounts to the Medina County Print Shop revenue line item
25-0182	Authorizing the county auditor to transfer funds from various county department accounts to the Gasoline Rotary fund
25-0183	Authorizing the purchase of 6,900 gallons of regular unleaded gasoline for the Engineering Center
25-0184	Allowing expenses of the County Engineer
25-0185	Allowing expenses of county officials
25-0186	Allowing claims and authorizing issuance upon the treasurer in settlement of such list of claims
25-0187	Authorizing the advertisement of a request for proposal for the County Gas Aggregation Program
25-0188	Resolution to acknowledge and ratify the approval of the 2023 amended Medina County Emergency Management agreement by the Village of Spencer in Medina County and to create a permanent record of said approval

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0175

DETERMINING THE NECESSITY TO CLOSE FENN ROAD FOR ROADSIDE CONSTRUCTION

WHEREAS, per Section 5543.17 of the Ohio Revised Code, the Medina County Engineer has determined it necessary to close Fenn Road, County Road 70, for 5 days as follows:

Fenn Road (C.H. 70) in Medina Township, between Pearl Road (S.R 42) and Thomas Lincoln Parkway (T.R 602) will be closed Monday, March 17, 2025 through Friday, March 21, 2025 for roadside construction; and

WHEREAS, the Medina County Engineer Highway Department will perform the roadside construction under the direction of the Medina County Engineer; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County, Ohio, that Fenn Road (C.H. 44), will be closed Monday, March 17, 2025 through Friday, March 21, 2025 as determined necessary by the Medina County Engineer.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Medina County Engineer's Office

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0176

AUTHORIZING THE SANITARY ENGINEER TO ENTER INTO AN AGREEMENT WITH JONES AND HENRY ENGINEERS FOR PROFESSIONAL DESIGN SERVICES FOR THE COLUMBIA ROAD WATER MAIN REPLACEMENT PROJECT

WHEREAS, through Resolution 25-0051 the Medina County Board of Commissioners (Board) previously authorized and directed the Sanitary Engineer to issue a Request of Qualifications for professional design services in accordance with Ohio Revised Code (ORC) sections 153.65 through 153.70, to assist the Sanitary Engineer to provide survey, construction plans, specification book, bid process, and construction administration services; and

WHEREAS, the Sanitary Engineer, having received Qualifications from four (4) engineering firms, conducted a thorough review of each of the qualifications submitted as detailed in the chart below; and

Respondent Name	RFQ Points (130 available)
GPD Group	120
DLZ	114
Jones and Henry	**129**
Kimley Horn	105

WHEREAS, the Sanitary Engineer recommends that Board accept the scores and the respondent ranking as identified herein; and

WHEREAS, the Sanitary Engineer recommends the Board to enter into agreement with Jones and Henry Engineers for Professional Design services, substantially in the form now on file with the Sanitary Engineer, and as approved by the County Prosecutor.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Medina County Ohio, that:

1. The scores and rankings assigned to the respondents are summarized herein and approved.

2. The Sanitary Engineer is hereby authorized and directed to enter into a contract with Jones and Henry Engineers to provide design services in an amount not to exceed $320,000.00, and the Sanitary Engineer is hereby authorized to act as the agent for the Board in matters associated with Jones and Henry Engineers.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Sanitary Engineering Department

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0177

APPROVING PERSONNEL CHANGES FOR THE EMPLOYEES UNDER THE JURISDICTION OF THE MEDINA COUNTY COMMISSIONERS

WHEREAS, it is advisable and necessary that the following personnel changes be made for the employees working for the County Commissioners on the dates listed below:

NEW HIRES

Sophia Wilson, Maintenance, Full Time Cleaning Technician at $15.00 on fund 28052806 50030 effective 3/5/25 (PCN 280628052)

PROMOTION

Kimberly Mull, SAS," From" Outreach Specialist at $22.00 (PCN 928692803) "TO" Social Programs Supervisor at $28.00 (PCN 928792801) on fund 60609280 30%, 60709280 30%, 60709291 15%, and 60709292 25% effective 3/17/25

RATE INCREASE

Jesse Snyder, Sanitary, Computer Technician 1, "From" $28.25 "TO" $30.00 on fund 10005400 50030 effective 4/2/25 (Anniversary Increase)

Alex Trentman, Sanitary, Treatment Plant Supervisor "From" $38.50 "TO" $40.25 on fund 10005400 50030 effective 3/17/25 (Anniversary Increase)

Hubert Rowland, Sanitary, Line Maintenance Worker "From" $31.00 "TO" $32.00 on fund 10005400 50040 50% & 16005400 50040 50% effective 2/20/25 (Increase per CBA for Water License)

Andrew Stys, Sanitary, Line Maintenance Worker "From" $28.00 "TO" $29.00 on fund 10005400 50040 50% & 16005400 50040 50% effective 1/23/25 (Increase per CBA for Water License)

Christopher Cameron, Building, Assistant Residential Building Official "From" $31.00 "TO" $32.24 on fund 00103200 50030 effective 3/8/25 (Anniversary Increase)

Ashley Stavole, County Home, STNA Resident Care Aide "From" $16.70 "TO" $17.20 on fund 00103600 50030 effective 1/31/25 (Anniversary Increase)

Jeff Kollin, Maintenance, Assistant Director, "From" $35.01 "TO" $36.41 on fund 00102805 50030 effective 3/14/25 (Anniversary Increase)

Anastasia Grant, JFS, Eligibility Specialist 2 "From" $22.70 "TO" $23.90 on fund 41104112 50030 effective 2/14/25 (Step Increase per CBA)

Amber Bertorello, JFS, Protective Services Worker 2 "From" $27.50 "TO" $29.46 on fund 41134129 50030 effective 3/6/25 (Step Increase per CBA)

Emalee English, JFS, Protective Services Worker 2 "From" $24.75 "TO" $26.10 on fund 41134129 50030 effective 3/25/25 (Step Increase per CBA)

Nicole Lee, HR, HR Assistant "From" $25.00 "TO" $28.00 on fund 00107102 50030 effective 3/2/25 (Wage Adjustment)

Patty Zaccardelli, HR Assistant "From" $22.67 "TO" $25.17 on fund 00107102 50030 effective 3/2/25 (Wage Adjustment)

Dawn Fry, HR, Loss Control/Risk Manager "From" $32.00 "TO" $35.00 on fund 71007101 50030 effective 3/2/25 (Wage Adjustment)

Christine Cusick, Transit, Dispatcher "From" $16.31 "TO" $17.81 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

Robert Duke, Transit, Dispatcher "From" $17.15 "TO" $18.65 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

Tiffany Johnson, Transit, Dispatcher "From" $15.68 "TO" $17.18 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

Diana Nickle, Transit, Dispatcher "From" $16.80 "TO" $18.30 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

Laura Schmid, Transit, Dispatcher "From" $17.59 "TO" $19.09 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

Thomas Jeffries, Transit, Office Manager "From" $25.50 "TO" $27.00 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

Duane Rigard, Transit, Road Supervisor "From" $22.28 "TO" $23.78 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

Michael Vaughan, Transit, Road Supervisor "From" $22.05 "TO" $23.55 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

Amy Carpenter, Transit, Dispatcher "From" $25.75 "TO" $27.25 on fund 61229202 50030 effective 3/2/25 (Wage Adjustment)

DATE CORRECTION

Kristen Franklin, Dog Shelter, Office Manager, Anniversary Increase "From" 3/17/25 "TO" 2/27/25 (Incorrect effective date)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Medina County, Ohio, that the personnel changes listed above will become effective on the dates listed.

BE IT FURTHER RESOLVED that the President of the Board be authorized to sign the personnel action forms for these changes.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Human Resources

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0178

AMENDING THE TABLE OF ORGANIZATION FOR THE MEDINA COUNTY SOLID WASTE DISTRICT

WHEREAS, The Board of County Commissioners by Resolution No. 94-0707 dated August 1, 1994, approved the tables of organization for various departments within county government; and,

WHEREAS, The Board of County Commissioners by Resolution No. 23-0768 dated September 26, 2023, and approved amendments to the table of organization for the Medina County Solid Waste District; and

WHEREAS, It is necessary to further amend said tables in the way of:

Adding: Solid Waste Scale House Attendant (Full-Time)

WHEREAS, Said tables of organization is attached hereto and marked as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the revised tables of organization attached hereto and marked as "Exhibits A" be hereby approved.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Human Resources

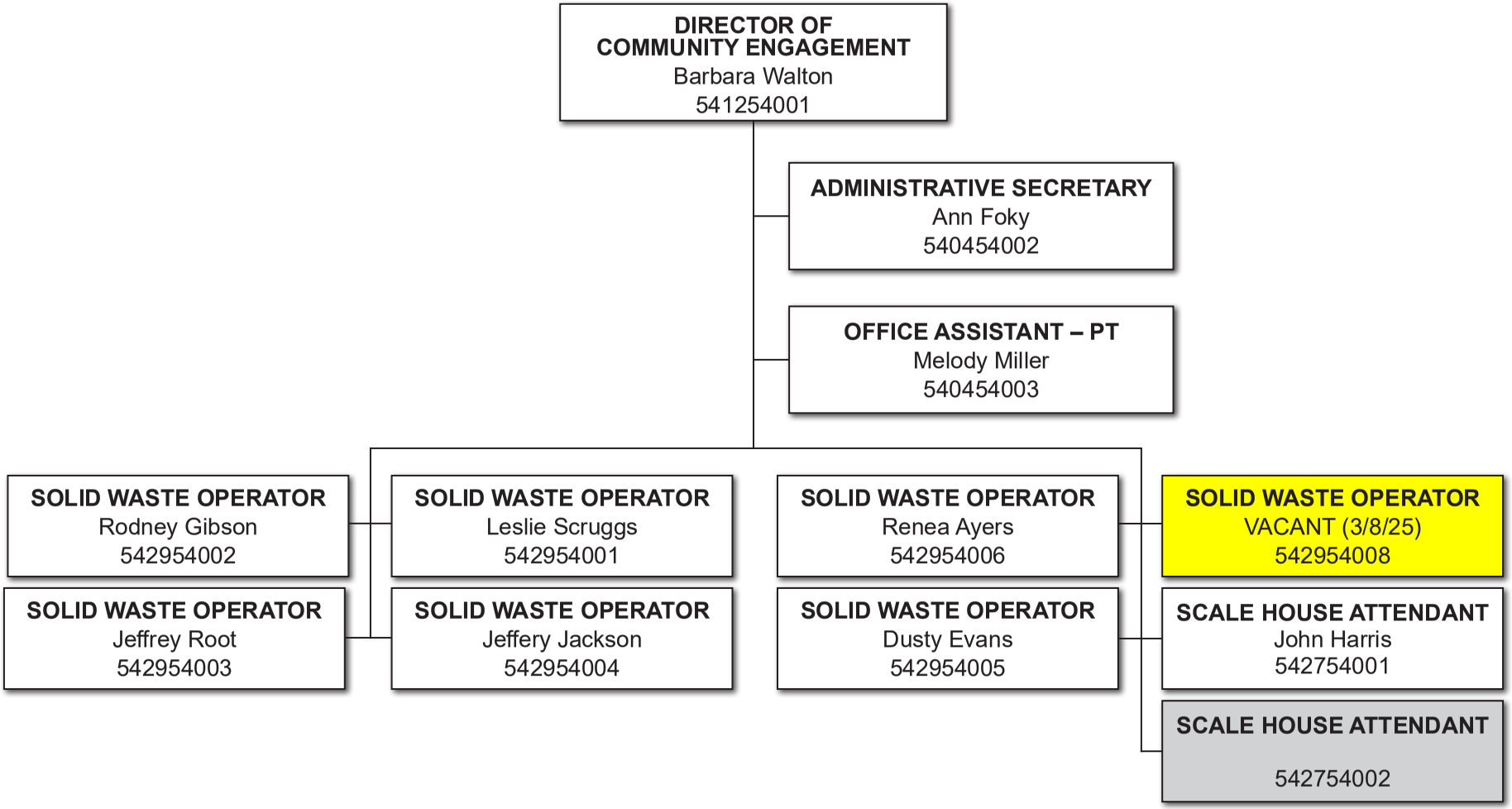
Exhibit A

Table Resolution: 25-0178

MEDINA COUNTY BOARD OF COMMISSIONERS
Solid Waste District

Personnel Resolution: 25-0133

ADD: (1) Scale House Attendant, 542754002



March 11, 2025

February 25, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0179

AMENDING THE TABLE OF ORGANIZATION FOR THE MEDINA COUNTY TRANSIT DEPARTMENT

WHEREAS, The Board of County Commissioners by Resolution No. 94-0707 dated August 1, 1994, approved the tables of organization for various departments within county government; and,

WHEREAS, The Board of County Commissioners by Resolution No. 24-0872 dated November 19, 2024, and approved amendments to the table of organization for the Medina County Solid Waste District; and

WHEREAS, It is necessary to further amend said tables in the way of:

Removing: Dispatcher (Full-Time)

WHEREAS, Said tables of organization is attached hereto and marked as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the revised tables of organization attached hereto and marked as "Exhibits A" be hereby approved.

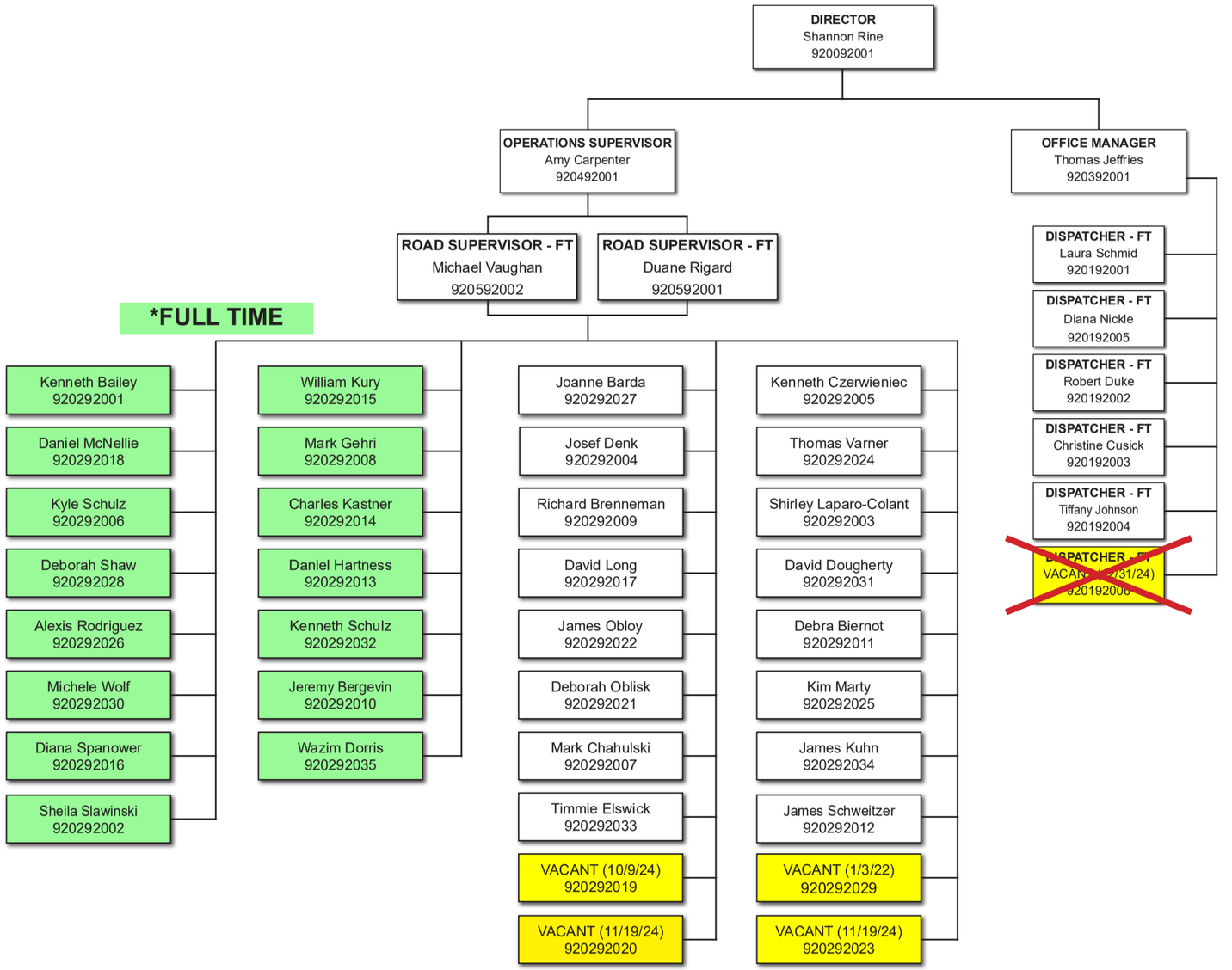
Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Human Resources

All drivers part time* (Union)

Remove: (1) FT Dispatcher, 920192006



REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0180

APPROVING A NEW 3-YEAR COLLECTIVE BARGAINING AGREEMENT AND WAGE INCREASES BETWEEN MEDINA COUNTY TRANSIT DRIVERS ASSOCIATION AND THE MEDINA COUNTY PUBLIC TRANSIT DEPARTMENT

WHEREAS, The Medina County Board of Commissioners previously approved, by Resolution 22-0198, a three (3) year collective bargaining Agreement between the Medina County Public Transit Department and Medina County Transit Drivers Association that became effective January 1, 2022 and expired December 31, 2024; and,

WHEREAS, The parties engaged in collective bargaining resulting in the attainment of a mutually acceptable Agreement covering a three (3) year period commencing January 1, 2025 and expiring December 31, 2027; and

WHEREAS, Highlights of said Agreement provide for wage increases as follows: 10% (2025), 3.9% (2026) and 3.9% (2027). Language changes in articles of vacation, bereavement, holidays, personal day and bidding procedures; and

WHEREAS, this agreement requires rate changes to be made effective the first pay period of 2025 in accordance with the revised wage schedule found under Article 27 of the collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Medina County, Ohio, does hereby approve this three (3) year agreement marked as “Exhibit A” for the period set forth above with wage increases on “Exhibit B” becoming effective December 22, 2024.

BE IT FURTHER RESOLVED that the Board affix their signatures on the attached Agreement representing approval of said Agreement and that the President of the Board be authorized to sign the Personnel Action forms for rate changes.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Human Resources

AN AGREEMENT

between

THE MEDINA COUNTY BOARD OF COMMISSIONERS
(TRANSIT DEPARTMENT)

and

MEDINA COUNTY TRANSIT DRIVERS ASSOCIATION

EFFECTIVE: January 1, 2025~~2~~

EXPIRES: December 31, 2027~~4~~

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between Medina County Board of Commissioners, hereinafter referred to as the "Employer", and the Medina County Transit Drivers Association, hereinafter referred to as the "Union".

ARTICLE 2 DEFINITIONS

Demand Route – Route that is directed by a manifest and may change based on scheduled pick up and drop offs.

~~Fixed Route – Route that has fixed locations and fixed times for stops. Also known as a loop route.~~

Flex Route – Route that is within a set area has not fixed locations or times for stops.

Days – shall be defined as calendar days if the deadline falls on a Saturday, Sunday or Holiday then the deadline would be the following business day.

Half of the year – January 1 through June 30 and July 1 through December 31

~~Call off sick – employees must call off with 2 days or more notice.~~

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 for all full-time and regular part-time employees employed by the Employer occupying the positions of: Bus Driver. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 Full time shall be defined as any employee who is regularly scheduled to work not less than seventy-two (72) hours per pay period, one thousand eight hundred seventy two (1872) hours per calendar year.

3.03 Part time shall be defined as any employee who is regularly scheduled to work less than sixty (60) hours per pay period.

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 and shall not be subject to the grievance procedure.

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, work stoppage, or other concerted interference with or the withholding of mandatory or discretionary job assignments for the duration of this Agreement.

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

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, sexual orientation, gender identity or disability.

6.02 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 non-membership.

ARTICLE 7 DUES DEDUCTIONS

7.01 During the term of this Agreement, the Employer agrees to deduct from the wages of employees who have voluntarily signed dues deduction authorization forms permitting said deductions for the payment of dues to the Union upon presentation of a written authorization individually executed by an employee. Such deductions shall be pro-rated and deducted on a monthly basis.

7.02 The dues so deducted shall be in the amounts established by the Union. 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. A check will be forwarded to an account in the name of Medina County Transit Drivers Association.

7.03 The Employer will deduct dues from the first pay of 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.

7.04 The Union agrees to indemnify and save the Employer harmless against any and all claims that may rise out of or by reason of action taken by the Employer in the performance of its obligations under this Article.

ARTICLE 8 PROBATIONARY PERIOD

8.01 All new employees will be required to serve a probationary period minimum of 180 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 or to the State Personnel Board of Review.

8.02 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 8.01, above.

ARTICLE 9 LABOR/MANAGEMENT COMMITTEE

9.01 In the interest of sound labor/management relations, once each quarter on a specifically designated day and time, the Director and/or designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems and to promote a more harmonious work environment.

9.02 These meetings shall be scheduled in advance by those who are to attend and shall be scheduled to occur within the bargaining unit member's scheduled work day.

ARTICLE 10 PERSONNEL RECORDS

10.01 It is the employee's responsibility to notify Human Resources whenever there is a change of address, telephone number, marital status, dependents, deductions, etc. The employee must submit any updated information to the Human Resources on the Records Change Form.

10.02 Employees may review their personnel file maintained in the Human Resources Department. The employee shall make the request to Human Resources a minimum of two (2) working days prior to the date to review the file. Personnel files shall be reviewed in the presence of a Human Resources representative. At the request of the member, a representative of the Union may accompany the member. A member may obtain a copy of materials from his/her personnel file at cost which will be provided to the employee within five (5) working days.

10.03 Training records maintained by the Transit Department may be reviewed when a request is made to the Operations Supervisor a minimum of two days prior to the date to review the file.

ARTICLE 11 BULLETIN BOARDS

11.01 The Employer shall provide the Union with adequate bulletin board space. The Employer shall have the right to direct a union officer to remove any material not in conformance with 11.02 below.

11.02 No notices, memorandums, posters or other forms of communication will be posted on the bulletin board 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 posting such material. The Employer agrees not to post any notices, memorandums, posters or other forms of communication on this bulletin board space.

ARTICLE 12 TRANSPORTATION / BIDDING PROCEDURES

12.01 Routes will be bid not less than twice per year. Permanent bids will be posted for the routes to begin the pay period nearest January 1 and July 1 each year as reasonably possible. They will remain posted for one (1) week followed by one (1) week for route selection. Once posted, no changes or adjustments can be made to the routes. The bidding for all routes shall be conducted in the following manner:

a. All employees shall be scheduled to bid on routes by seniority. Employees who do not place a bid on their scheduled date will, at the end of the day, be placed on the same or similar route held in the prior period so as not to delay selection. When a driver has made a final selection and the supervisor has noted this on the master bid sheets, the driver cannot elect to change their route selection. Selections shall be implemented within three (3) weeks after route selection is complete.

b. Bus drivers may bid for vacant or new runs as they occur if it is more than 45 days before the new bidding period. Such runs shall be awarded by seniority. If a current bus driver applies for and is awarded such a run, thereby creating a new vacancy in his/her previous position, any subsequent vacancy through this procedure will be filled by seniority. If no bargaining unit member applies for a run or after the second successor bid, the Employer may assign another driver or hire from outside the bargaining unit.

c. The ~~Transportation~~ Operations Supervisor may make changes in routes/runs, and times, for the reasons of safety or to maximize efficiency.

d. Employees may be permitted to trade a daily run provided they are in the same work week. Prior approval must be requested and approved by the Transportation Supervisor or his/her designee prior to trading the run.

e. If mechanical failure, accident, or other delays beyond his/her control cause a driver to work in excess of their regular time, the driver shall be paid for all such excess time. It shall be the responsibility of the driver to file for the excess time. Excess time shall be paid in quarter or tenths of an hour increments.

12.02 The time measurement shall be made for each driver for the time necessary to depart from the bus storage point and return directly to the storage point for each route.

12.03 The total daily driving time shall include fifteen (15) minutes pre-trip and fifteen (15) minutes post trip, which includes bus clean-up time.

12.04 Notwithstanding another provision of this Agreement, the Employer reserves the right to deny any employee a specified route during the bidding process or to remove any employee from a route for the good of the Employer, at its discretion. Employees removed from their route shall, to the extent practical, be offered another route with the same or similar hours.

12.05 Hours bid are only estimated hours per day and may be increased or decreased at the discretion of the Employer based on efficient operating procedures. All part-time employees are limited in bidding less than thirty (30) hours per week. Any employee who has his/her scheduled route(s) reduced by more than five (5) hours per week (excluding reductions due to Holiday closures), shall have the right to bump another less senior employee with the same or similar hours or choose to accept the reduced route. The employee who is subsequently bumped out of a route/s shall have the choice to accept the reduced route or bump a less senior employee in the same manner. If no employee accepts the reduced route, the Employer shall post the vacant position in accordance with Section 12.10. If the route is reduced due to cancelations, the driver of that route can be ordered to work his/her entire shift (i.e. training videos, cleaning bus, etc.) or be offered the opportunity to come in late or leave early without pay. Employees shall be given the choice of whether or not to work extra time. If no employee chooses to work extra time, the Employer may order such work to be done in reverse seniority order.

12.06 Up to sixteen ~~twelve~~ (16) ~~(12)~~ employees will be denoted as full-time and shall be scheduled and shall work not less than thirty-six (36) hours plus overtime. Any full-time employee who fails to average at least thirty-six (36) hours per week during the previous run board period, loses full-time status and is placed at the end of the full-time selection rotation.

12.07 Employees shall bid on all routes based on seniority, with the most senior employees choosing between all routes available, including full-time routes. Any employee who chooses to accept a full-time position shall continue as a full-time employee during the entire term of this agreement provided they maintain the required thirty-six (36) hours per week as stated above.

12.08 Upon the event an employee relinquishes his/her full time route, he/she shall return to the bottom of the list for selection of full time routes and the full-time route shall be otherwise offered

based on seniority rotation.

12.09 During the term of this agreement there may be up to sixteen ~~twelve~~ (16) ~~(12)~~ full-time positions, providing enough hours are available for scheduling during bid process. Lack of hours to fill all full-time positions shall not be subject to grievance procedure for the term of this agreement. If an opening of a full-time route occurs during the operational year, that full-time route shall be put up for bid, in its entirety, based on seniority.

12.10 Announcement of vacant positions/routes will be posted on the bulletin board of each site for a period of seven (7) days.

12.11 The notice of vacancy shall include the following:

A. The route

B. Date of Posting

C. Application procedure & deadline date

D. Position starting date and last day to apply

12.12 Employees shall be required to drive not less than two (2) days per week, if such driving time is available. Employees shall drive not less than six (6) hours per day.

12.13 OPERS requires monthly gross pay minimums to receive full-time OPERS service.

ARTICLE 13 SENIORITY

13.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer in a job classification within the bargaining unit. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, which will be added to his total length of continuous employment. Employees who have been employed by the Employer in a position not in this bargaining unit prior to the effective date of this Agreement shall have such employment counted for seniority purposes.

13.02 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 for 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 the expiration of any leave applicable to him;

g. He refuses recall or fails to report to work within ten (10) working days from the date the Employer sends the employee a recall notice by regular and certified mail, unless he is physically unable to do so as certified by the appropriate authority.

13.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by their application date (when the application was stamped and received).

13.04 Within thirty (30) days of the execution of this Agreement, the Employer will publish a seniority roster. Employees shall have ten (10) days to appeal their seniority to the Transit Director. Absent any appeal within this period, the employees' seniority shall be deemed final. A new seniority list shall be posted and given to the Union in January of each year.

13.05 Seniority will not be interrupted by authorized leaves of absence. Seniority, however, will not accumulate while an employee is on an unpaid leave of absence except in cases of Family Medical Leave (FML) and workers' compensation.

13.06 Any employee who has been or may be promoted or transferred from a job within the bargaining unit to a position outside the bargaining unit shall retain their seniority held at the time of such promotion or transfer. If the employee returns to the bargaining unit, the employee shall be entitled to exercise the seniority accumulated from prior service within the bargaining unit.

ARTICLE 14 LAYOFF AND RECALL

14.01 Where, because of economy, consolidation, abolishment of functions, curtailment of activities, or for other good cause, the Employer determines it necessary to reduce the size of its work force, employees shall be laid off according to their relative seniority within the bargaining unit with the least senior being laid off first, provided that all students, temporary, casual part-time, seasonal, and probationary employees within the bargaining unit are laid off first.

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

14.03 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 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.

ARTICLE 15 SICK LEAVE

15.01 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.

d. Immediate family in paragraphs a. through c. are defined as: spouse, life partner, children, parents, parent-in-laws, or minor over whom the employee is legal guardian.

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 and may accumulate such sick leave to an unlimited amount.

15.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent. Drivers who agree to replace a driver are not able to receive sick leave pay if they subsequently call in sick on the day when they were not regularly scheduled to work.

15.04 Sick leave will be used in quarter hour segments. If a driver calls in sick, he will be paid for all of his time on his scheduled bid route.

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

15.06 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, and further, the Employer may require a physician's verification for each occurrence of sick leave from employees who have been found to have established a patterned abuse or abuse of sick leave. Imposition of the requirement for a physician's verification will not exceed six (6) months.

15.07 A pattern use of sick leave may not be established over a period of less than three (3) months. A formal last warning will be issued with evidence of patterned abuse. The issuance of a formal last warning is not appealable. Formal discipline and imposition of the requirement for a physician statement will not be imposed until after the formal last warning is issued. If the employee disagrees with the warning, a letter explaining the objection may be placed in the employee's personnel file. If there is subsequent discipline, the employee may present the objection letter in any subsequent grievance arbitration.

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

15.09 Payment of sick time upon retirement will be as follows:

	Percent of Accrued Sick	Maximum Paid Hours	
10 yrs. of public service	25%	240	Minimum stated by ORC 124.34
10 yrs. of medina county service*	33%	360	
15 yrs. of medina county service*	50%	480	
20 yrs. of medina county service*	50%	720	
25 yrs. of medina county service*	50%	960	
*medina county service is current, continuous service.			

15.10 Employees who are injured on-the-job may utilize their sick leave during the Workers' Compensation waiting period.

15.11 Any discipline under this section shall follow the discipline procedures as outlined in Article 423.

ARTICLE 16 HOLIDAYS

16.01 Employees who are normally scheduled to work and who choose to work or who are required to work on authorized County holidays, shall be paid at time-and-on-half (1½) their regular rate of pay for the hours they work on such holidays.

16.02 Prior to each holiday where the number of bus runs will be reduced, a signup sheet will be posted for qualified drivers who wish to work on the holiday. To the extent practical, drivers will be selected by seniority rotation from that list in the following order:

1. Drivers who normally would be working that day, by seniority;

2. Drivers who normally would not be working that day, by seniority;

3. If not, enough people have voluntarily agreed to work, routes will be assigned by reverse seniority order.

16.03 For reduced workdays caused by agency closings, or other circumstances beyond the control of the Employer, routes will be reduced, closed, and/or combined, in whatever way the management determines is most efficient. The Employer retains the right to assign drivers other than by seniority when such assignment is determined to be due to the Employer's needs.

16.04 If an employee is scheduled to work on a holiday, they shall be paid at the rate of time and one-half for hours actually worked, and the work shall only be eligible for route sign up if the employee who is regularly scheduled to work that day, declines to work that day. This applies to all routes.

16.05 All full-time employees shall receive the following paid holidays and any other days the Commissioners approve as a holiday:

New Year's Day	Martin Luther King Day	Presidents Day
Memorial Day	Juneteenth Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving	Christmas

16.06 Drivers that are assigned to work a Sunday during a holiday week will be paid at the rate of one and one half (1 ½) times the employee's regular rate for all time actually worked.

16.07 Part-time employees shall receive holiday pay for hours that they are scheduled for but do not work on a holiday.

16.08 Employees who call off their scheduled day before or after a holiday are not eligible for the holiday pay unless a doctors note is provided upon returning to work.

ARTICLE 17 JURY DUTY LEAVE

17.01 Any employee who is called for jury duty while scheduled to work for the Employer shall not suffer loss in pay during such duty. The employee shall be required to turn over all money received from the Court to the Employer.

ARTICLE 18 BEREAVEMENT LEAVE

18.01 Each employee shall be entitled to not more than three (3) ~~consecutive~~ days of paid bereavement leave upon the death of a member of the employee's immediate family for the purpose of attending the funeral, provided the employee is scheduled to work such days. If the employee is not scheduled to work such days, no pay will be due.

18.02 All employees may be required to provide written verification of the death for which they wish to exercise bereavement leave.

18.03 The term "immediate family" for Bereavement Leave shall be defined as the employee's: spouse, life partner, parents, current spouses' parents, children, son-in-law, daughter-in-law, grandparents, sibling(s), brother-in-law, sister-in-law, grandchildren, step parents, step-children, or step-siblings.

18.04 Additional days for bereavement shall be chargeable to the employee's sick leave and must have prior approval from Transit Management.

18.05 For a family relative not a member of the "immediate family", as defined above, time taken for bereavement leave may be granted and charged to sick time, or with no pay.

ARTICLE 19 FAMILY MEDICAL LEAVE (FMLA)

19.01 Family Medical Leave will be granted in accordance with the Family Medical Leave Act of 1993. Employees shall be required to take all time off accruals for which their employment status so qualifies them, e.g., sick and/or vacation hours or personal day as of the first day their leave begins. In no event may an employee take any portion of their FML as unpaid until all available accrued paid time has been exhausted.

19.02 All paid time off shall run concurrently with the twelve (12) week FML entitlement. Such paid and unpaid leave under FML shall equal a maximum total of twelve (12) work weeks (480 hours). This also applies to a FML that is taken either intermittently or through a reduced work schedule.

ARTICLE 20 MEDICAL UNPAID LEAVE OF ABSENCE

20.01 The employer may grant a medical unpaid leave of absence to an employee who has completed the probationary period set forth in Article 8 for any disability, illness or injury suffered by the employee. The employee must exhaust all available paid time off before a medical unpaid leave of absence will be permitted. The maximum duration for Medical Unpaid Leave is six (6) months and may be extended at the Employer's discretion. Leaves for a disabling illness, or injury are limited to the period of time that the employee is unable to perform his/her duties if less than six (6) months. The Employer may request medical certification establishing the employee's injury or illness as a condition of granting medical unpaid leave of more than three (3) consecutive days.

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

20.03 The employee must provide the Employer with at least fifteen (15) days advance written notice of the date he/she intend to return from medical 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.

20.04 If the employee fails to report to work at the end of an unpaid leave of absence, he/she shall be removed through the Employer's disciplinary procedure.

20.05 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.

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

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

ARTICLE 21 UNION LEAVE

21.01 One (1) member of the bargaining unit shall be granted unpaid Union leave, not to exceed one (1) day per year to attend SERB training in Columbus, Ohio.

21.02 The Union President or one other member shall be given release time without loss of pay for time spent in negotiations.

ARTICLE 22 PERSONAL DAY

22.01 Each part-time employee will receive 24 hours personal time upon their one-year anniversary and then 24 hours at the beginning of each calendar year.

22.02 Each full-time employee will receive 8 hours of personal time upon their one-year anniversary and then 8 hours ~~, who has completed one (1) year of service, shall earn one (1) personal day, eight (8) hours,~~ at the beginning of each calendar year

22.03 Use of any personal time is subject to timely request for the specific day and approval by the Employer in the same manner as used in previous years.

22.04 These days do not accumulate or are not eligible for payment if not used prior to separation of employment.

22.05Each full-time employee may receive one (1) additional personal day off used in conjunction with Thanksgiving, Christmas, or New Year's upon approval by the County Commissioners.

ARTICLE 23 BREAKS AND LUNCH

23.01 Employees will receive one fifteen-minute (15) break for each four (4) hour period for those routes that are on-demand. The break will be scheduled into each employee's manifest at the discretion of the Employer. Every effort will be made to schedule the break between the second and third hour depending on customer demands. Employees who are scheduled to work eight (8) hours or more will also be scheduled for one-half (1/2) hour paid lunch. Every effort will be made to schedule the lunch between the fourth and sixth hours of work depending on customer demand. Break times and lunch times may be altered due to operational needs.

~~23.02 Breaks for fixed routes will be placed within the cycle (loop) to be 10 minutes at a location which will provide drivers that opportunity to get off the bus.~~

ARTICLE 24 MEETING ATTENDANCE

24.01 Employees shall receive their regular rate of pay for attendance at meetings required by the Employer beyond their normal daily hours. Any employee who is required to meet with the Employer during scheduled work time and is released prior to the end of their scheduled workday will either perform other assignments or be sent home with pay at the Employer's discretion. Being released before the end of an employee's shift due to a suspension or termination shall not be paid by the Employer.

24.02 This does not apply to any meetings initiated by the employee, or grievances.

ARTICLE 25 OVERTIME

25.01 Overtime will be paid at the rate of one and one half (1 ½) times the employee's regular rate for all time actually worked in excess of forty (40) hours in the seven (7) day period from Sunday (midnight) to Saturday (11.59.99 p.m.).

ARTICLE 26 CALL-IN PAY/CALAMITY

26.01 Whenever an employee is required to report to work and is sent home before he/she has worked three (3) hours, that employee shall receive a minimum of three (3) hours pay at their regular rate of pay, inclusive of time already worked.

26.02 Whenever Medina County Public Transit is closed due to a calamity situation, employees who have reported to work shall be paid the balance of their day ~~a minimum of three (3) hours pay at their regular rate of pay,~~ inclusive of time already worked. Employees who have not yet reported to work will receive compensation for all hours regularly scheduled to work.

ARTICLE 27 SALARY SCHEDULE

27.01 Effective the first pay period of each year of the contract, the following salary schedule shall be implemented:

	~~Probation Rate~~	~~Step 1~~	~~Step 2~~
~~2022~~	~~$14.00~~	~~$14.84~~	~~$15.84~~
~~2023~~	~~$14.50~~	~~$15.34~~	~~$16.34~~
~~2024~~	~~$15.00~~	~~$15.84~~	~~$16.84~~

	Probation Rate	
2025	$16.50	$18.52
2026	$17.14	$19.25
2027	$17.81	$20.00

27.02 Upon the completion of probation, employees move to Step 1. Upon completion of obtaining the CDL with passenger endorsement employees will move to Step 2.

27.03 Employees who are assigned duties of training a new employee will receive a $1.50 per hour premium for each hour performing such training.

ARTICLE 28 UNPAID LEAVE

28.01 The Employer shall grant time off without pay to an employee who has been employed not less than one (1) year by the Employer. Such time off without pay has a maximum duration of up to four (4) calendar weeks cumulative and must be requested in writing to the employee's supervisor. Leave shall be granted in calendar week increments, regardless of whether the employee takes all bid days or only one (1) bid day within that calendar week. No more than two

(2) employees can be permitted off on the same day. Additional days and/or number of employees permitted off per day shall be granted at the Employer's discretion.

Employees shall be granted unpaid leave for the following calendar year according to seniority if such leave is requested on or between December 1st and December 15th in each year of the agreement.

After December 15th, such leave shall be granted on a first-come first-serve basis. If such leave is requested by two or more individuals on the same day, the employee(s) with the most seniority shall be granted leave over the less senior employee(s).

Full-Time employees must use accrued vacation time prior to being placed on an unpaid leave of absence.

ARTICLE 29 VACATION

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

Years of Service	Accrual Rate x Hrs. Worked	Maximum Carryover
6 months~~1~~-5	0.03875	160 hours
6-10	0.0575	240 hours
11-20	0.0775	320 hours
21+	0.0966	400 hours

29.02 Prior years of service to include part-time service which is calculated as 26 pay periods equals 1 year of service.

ARTICLE 30 INSURANCE

30.01 The Employer shall provide managed health care programs for all employees as approved by the County Commissioners and required by law. Each full-time employee may select medical coverage for only the employee, employee plus spouse or employee plus child (ren) at a contribution of 5% or less of the actuarially estimated cost each month provided they participate in the wellness program.

30.02 Coverage of this insurance will become effective the first of the month following the change to full-time status. Employees will have thirty (30) days from the date of the status change to enroll in benefits.

ARTICLE 31 HEADINGS

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

ARTICLE 32 GENDER AND PLURAL

32.01 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 33 OBLIGATION TO NEGOTIATE

33.01 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.

33.02 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.

33.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 34 TOTAL AGREEMENT

34.01 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 and discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

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 provisions of this Agreement by reason of any such existing or future law shall not affect 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 affect 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.

35.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE 36 CIVIL SERVICE LAW

36.01 No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124.01 et seq. or Ohio Administrative Code Chapter 124-1-01 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 covered by this agreement.

ARTICLE 37 SUBCONTRACTING

37.01 In the event the Employer elects to contract out work normally performed by the bargaining unit which will result in reducing the size of the workforce, the Employer agrees to notify the Union prior to sending out any requests for proposals. The Employer also agrees to notify the Union prior to entering into such subcontract and enter into effects negotiating prior to awarding the subcontract.

ARTICLE 38 ALCOHOL AND DRUG TESTING

38.01 All employees are subject to random and reasonable suspicion testing, along with post-accident testing.

ARTICLE 39 HEALTH AND SAFETY

39.01 The employer agrees to provide a secure workplace, appropriate training on new equipment as required and provide safety protection for all employees.

39.02 The employee(s) accept the responsibility to operate and work with tools, equipment, and work area in a safe and proper manner and accepts the responsibility to follow all reasonable safety rules and safe working methods of the Employer.

39.03 All employees should notify his/her immediate supervisor of any perceived unsafe condition in a timely manner.

39.04 Upon notice of any alleged violation, the administration will investigate the situation and determine whether a violation exists and the appropriate steps to abate the violation. The administration will notify the individual and the Union President making one complaint and its response to that complaint.

39.05 Any matter concerning an alleged health and safety violation shall be addressed immediately. If the violation is of a serious nature, the matter will be discussed with the Road Supervisor.

ARTICLE 40 HEPATITIS VACCINATIONS

40.01 The Employer shall offer Hepatitis vaccinations to all employees through the Medina County Health Department at no charge.

ARTICLE 41 EVALUATIONS

41.01 Employees shall be required to sign completed evaluations and will be given a copy of said evaluation at time of signing. Such signature shall not be considered as an employee's agreement to any or all of the evaluation but only acknowledges that the employee has seen the completed evaluation. Written statements of disagreement will be signed by the employee's immediate supervisor (again with the understanding that such a signature only indicates the receipt of said rebuttal) and attached to the performance evaluation for the inclusion with the evaluation in the employee's personnel file with copies given to the employee.

ARTICLE 42 DISCIPLINE

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

42.02 The Employer agrees to apply discipline in a progressive manner unless the nature of the offense(s) reasonably dictates greater or lesser discipline. All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

42.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

42.04 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, times and places, if possible.

42.05 When the Employer seeks as a penalty the imposition of a fine a verbal written reprimand or suspension without pay, notice of such discipline shall be made in writing and served on the employee personally, emailed or bye registered or certified mail, return receipt requested.

42.06 Employees are subject to immediate administrative leave if the Employer discovers evidence of a serious infraction, such as, but not limited to, theft, use of non-prescription drugs or alcohol on duty, commission of a felony, intentional infliction of injury to a passenger, coworker or forging Transit Department documents. A termination may be appealed directly to Step II of the Grievance Procedure within five (5) working days following receipt of the Notice.

42.07 Discipline, shall not be implemented until either:

1. The matter is settled, or

2. The employee fails to file a grievance within the time frame provided by this procedure, or

3. The penalty is upheld at Step II of the Grievance Procedure.

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

1. The employee has a right to object by filing a grievance within ten (10) working days following receipt of the Notice of Discipline;

2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;

3. The employee is entitled to representation by a Union representative at every step of the proceeding;

42.09 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 42.06, until the matter is settled or the arbitrator renders a determination.

42.10 The following administrative procedures shall apply to disciplinary actions:

A. The Employer 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. (Step 1) The Employer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee must be advised before the meeting that she/he is entitled to representation by the Union during the initial discussion.

B. (Step 2) If a mutually agreeable settlement is not reached at this informal meeting the Employer, 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 Employer may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline where the discipline action is suspension or termination, The HR Department will send notification of a Pre-Disciplinary Hearing. The Hearing Officer will make a recommendation as to the appropriateness of the discipline. The Director will then provide documentation of discipline to be imposed. ~~,~~ ~~the e~~Employee may choose to accept the proposed discipline or to appeal by filing a grievance pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step II within ten (10) working days from the Director's document of discipline to be imposed. ~~receipt of the Notice of Discipline.~~

42.11 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.

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

42.13 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

42.14 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion, fine or discharge) to any Civil Service Commission or State Personnel Board of Review.

42.15 Forms - Appendix:

1. Notice of Disciplinary Action
2. Appeal or Acceptance of Disciplinary Action
3. Employee Rights

ARTICLE 43 GRIEVANCE PROCEDURE

43.01 The Employer recognizes that in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievance. Such procedures shall be available to all bargaining unit employees and no reprisals of any kind shall be taken against any employee of the bargaining unit initiating or participating in the grievance procedure.

43.02 A Grievance is a complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or misapplication of the provisions of only this Agreement.

43.03 Grievance Procedure

Informal Any member having a grievance shall first discuss such grievance with his immediate supervisor within ten (10) days from the date of the incident giving issue to the grievance.

Step I If the matter is not resolved to the satisfaction of the Grievant, within seven (7) days, from the date of the informal meeting, s/he shall set forth his/her complaint in writing to the Director or his/her designee.

The Director or designee shall issue a decision in writing to the Grievant

within seven (7) days of receipt of the written complaint.

Step II The Grievant may appeal the Step 1 decision to the County Administrator or designee within seven (7) days from receipt of the written response.

The County Administrator or designee shall meet with the Grievant within ten (10) days after the grievance is appealed.

The County Administrator or designee shall submit their decision in writing to the Grievant within ten (10) days of the meeting.

Step III If the grievance is not resolved to the Grievant's satisfaction, a demand for arbitration may be made to the Transit Director within thirty (30) days following the date of the Step II answer.

A joint request will be made to the Federal Mediation and Conciliation Service (FMCS) for a list of arbitrators.

43.04 Related grievances involving the same employee/s and arising out of the same set of facts or occurrence may be consolidated for arbitration. If the parties cannot agree on consolidation, the Arbitrator will decide the issue of consolidation before hearing any of the case.

43.05 The decision of the Arbitrator shall be final and binding upon all parties involved and shall serve as the final step of the grievance procedure.

43.06 Union Representation. A member may have a representative at each step of the Grievance Procedure. Whenever possible, the same representative(s) will be provided at Step I and Step II. At the Informal Hearing, the Union representative(s) must schedule a meeting with the immediate supervisor, stating the general purpose of the meeting and who will be present. The Employer reserves the right to have other administrators present at such a meeting as it deems appropriate.

43.07 Fees and Expenses of Arbitration. All fees and expenses of the Arbitrator shall be borne by the party losing the arbitration, unless there is split decision. A split decision means the grievance is granted or denied in part. If there is a split decision or there is any doubt as to who is the losing party, the Arbitrator will be responsible for determining which party is responsible for the costs. Each party shall be responsible for the expense of its own representation and any witnesses it may call.

43.08 Time Limits.

a. The number of days indicated at each step is considered a maximum. The time limits specified may be extended by written agreement of the parties involved.

b. Failure by the Employer, at any step of these procedures, to hold the hearing provided or to issue a decision on a grievance within the specified time limits shall be considered as a denial of the grievance.

c. Failure by the Grievant to appeal to the next step within the time limits specified shall be considered as a resolution of the grievance at the current level and further appeal shall be

barred.

d. The failure of either party to meet the time limits shall not be construed as precedent.

43.09 Procedure Rules

a. All grievances must be filled out on the "Official Grievance Form."

b. The Grievant may choose to represent himself/herself without representation. In such an event, the Grievant must waive Union representation in writing. The written waiver must be submitted to the Employer and the Union. The Union President must be notified of final disposition of the grievance. No disposition shall be inconsistent with this agreement.

c. With respect to discipline cases, only suspensions, demotions, fines, and termination are arbitrable. All other disciplinary actions are grievable by filing a grievance at Step 1 of the grievance procedure. If the grievance is not resolved at Step 1, the employee may not proceed further through the grievance procedure, but may prepare a written statement that will be attached to the notice of discipline and kept in the employee's personnel file.

d. The Arbitrator has no authority to add to or subtract from the express and specific written provisions of this agreement.

ARTICLE 44 DURATION

44.01 This Agreement shall become effective upon January 1, 2025~~2~~ and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2027~~4~~.

ARTICLE 45 **EXECUTION**

45.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____~~22nd~~___ day of ___~~March~~, 202~~5~~2.

FOR THE UNION:

_____

_____

_____

FOR THE EMPLOYER:

_____
Medina County Commissioner

_____
Medina County Commissioner

_____
Medina County Commissioner

Medina County Commissioners

DISCIPLINARY/COUNSELING REPORT

Name: _____ Dept.: _____ Date: _____

Time of Meeting: _____ ☐ AM ☐ PM

ACTION:

☐ **Counseling** ☐ **Verbal Warning** ☐ **Written Warning** ☐ **Suspension: _____ # Days** ☐ **Termination**

List date(s) of previous counseling or disciplinary action(s) and attach copies of previous actions which this report is based upon:

_____

DESCRIPTION OF ISSUE ***(Attach additional comments if more space is required)***:

_____

_____

_____

_____

_____

_____

Further violation of Medina County policies will result in additional disciplinary action up to and including removal. By signing below you acknowledge you have received this notice.

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Witness: _____ Date: _____

Copy Distribution:
1. Human Resources
2. Department file
3. Employee

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within ten (10) working days to the Transit Director 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: _____

Transit Director'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 THESES 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 Transit Director.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Transit Director within ten (10) 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 with ten (10) working days of receipt of the proposed discipline with the Transit Director.
3. If you file your objections, the County Administrator or designee will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The County Administrator or designee will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the County Administrator's or designee's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record with at least twenty (20) working days prior to the date of arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

Memorandum of Understanding

The parties agree to continue to evaluate the process of obtaining CDL-P license in light of the changes imposed by government regulations and ability for employees to not incur significant financial burden to obtain their CDL-P. We will continue the current procedure of obtaining CDL through training within the department until such time that is no longer possible.

2025 Increase Exhibit B

Medina County Public Transit

Effective December 21, 2024

First Name	Last Name	2024 Rate	2025 Rate
KENNETH	BAILEY	$16.84	$18.52
JOANNE	BARDA	$16.84	$18.52
Jeremy	Bergevin**	$15.84	$18.52
Debra	Biernot	$15.84	$18.52
Richard	Brenneman	$15.84	$18.52
Mark	Chahulski	$15.00	$16.50
Kenneth	Czerwieniec	$15.84	$18.52
JOSEF	DENK	$16.84	$18.52
Wazim	Dorris**	$15.84	$18.52
DAVID	DOUGHERTY	$16.84	$18.52
Timmie	Elswick	$15.00	$16.50
MARK	GEHRI	$16.84	$18.52
DANIEL	HARTNESS	$16.84	$18.52
CHARLES	KASTNER	$16.84	$18.52
James	Kuhn	$15.84	$18.52
WILLIAM	KURY	$16.84	$18.52
Shirley	Laparo-Colant	$16.84	$18.52
DAVID	LONG	$16.84	$18.52
Kim	Marty	$15.84	$18.52
DANIEL	MCNELLIE	$16.84	$18.52
DEBORAH	OBLISK	$16.84	$18.52
JAMES	OBLOY	$16.84	$18.52
ALEXIS	RODRIGUEZ	$16.84	$18.52
Kenneth	Schulz	$16.84	$18.52
Kyle	Schulz	$15.84	$18.52
James	Schweitzer	$15.00	$16.50
DEBORAH	SHAW	$16.84	$18.52
Sheila	Slawinski	$15.00	$16.50
DIANA	SPANOWER	$16.84	$18.52
Thomas	Varner	$16.84	$18.52
Michele	Wolf	$16.84	$18.52

**effective upon probation completed

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0181

AUTHORIZING THE COUNTY AUDITOR TO TRANSFER FUNDS FROM VARIOUS COUNTY DEPARTMENT ACCOUNTS TO THE MEDINA COUNTY PRINT SHOP REVENUE LINE ITEM

WHEREAS, O.R.C. 5705.15 provides for the transfer of funds from one fund to another, and

WHEREAS, the Board of County Commissioners has determined it necessary to transfer funds from various department accounts for the Medina County Print Shop services rendered during the month of February 2025, and

WHEREAS, written approval has been received from said departments authorizing the County Finance Department to implement such transfers for these services.

NOW, THEREFORE, BE IT RESOLVED by the Medina County Board of Commissioners that the County Auditor be and is hereby authorized to transfer the following funds:

FROM EXPENSE ACCOUNT	**TO REVENUE ACCOUNT**	**AMOUNT**
Dog Shelter 01004030 50540	00100105 40078	369.45
Child Support 01455100 50100	00100105 40078	498.60
Real Estate Assessment 01754200 50540	00100105 40078	448.85
Adult Probation 01871900 50100	00100105 40078	16.79
Court Mediation 01881603 50100	00100105 40078	115.92
Sanitary Engineer 10005400 50100	00100105 40078	23.55
Sanitary- Water District 16005400 50100	00100105 40078	7.50
Solid Waste 27005600 50200	00100105 40078	45.58
Transit 61229200 50100	00100105 40078	65.58
	Total	$1,591.82

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Finance Department

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0182

AUTHORIZING THE COUNTY AUDITOR TO TRANSFER FUNDS FROM VARIOUS COUNTY DEPARTMENT ACCOUNTS TO THE GASOLINE ROTARY FUND

WHEREAS, O.R.C. 5705.15 provides for the transfer of funds from one fund to another, and

WHEREAS, the Board of County Commissioners has determined it necessary to transfer funds from various department funds for gasoline usage at the County Motor Vehicle Garage during the period of February 3, 2025 to March 3, 2025, and

WHEREAS, written approval has been received from said departments authorizing the County Finance Department to implement such transfers for gasoline expenses.

NOW, THEREFORE, BE IT RESOLVED by the Medina County Board of Commissioners that the County Auditor be and is hereby authorized to transfer the following funds:

FROM EXPENSE ACCOUNT	TO REVENUE ACCOUNT GASOLINE ROTARY FUND	AMOUNT
Auditor 03000305 50600	79009490 40250	$175.93
Prosecutor 00100700 50600	79009490 40250	$249.87
Coroner 00102400 50600	79009490 40250	$29.04
Maintenance Dept. 00102805 50600	79009490 40250	$1,665.16
Sheriff 29002900 50600	79009490 40250	$11,291.79
Building Inspector Dept. 00103200 50600	79009490 40250	$1,179.57
County Home 00103600 50600	79009490 40250	$33.92
Veteran's Service 00103800 50600	79009490 40250	$397.26
Dog Shelter 01004030 50600	79009490 40250	$24.89

FROM EXPENSE ACCOUNT	TO REVENUE ACCOUNT GASOLINE ROTARY FUND	AMOUNT
Job & Family Services		
01204100 50600	79009490 40250	$169.59
Real Estate Assessment		
01754200 50600	79009490 40250	$37.58
County Engineer		
02004302 50600	79009490 40250	$688.61
Storm Water Division		
02054300 50600	79009490 40250	$254.75
Sanitary Engineer		
10005400 50600	79009490 40250	$773.04
16005400 50600	79009490 40250	$ 2,191.01
Solid Waste		
27005600 50600	79009490 40250	$33.67
Juvenile Detention		
50672119 50600	79009490 40250	$74.42
Sheriff- Take Control		
79242900 50600	79009490 40250	$46.36
	TOTAL	$19,316.46

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0183

AUTHORIZING THE PURCHASE OF 6,900 GALLONS OF REGULAR UNLEADED GASOLINE FOR THE ENGINEERING CENTER

WHEREAS, the Engineering Center is in need of purchasing 6,900 gallons of regular unleaded gasoline, and

WHEREAS, the following price quotations for said purchase were received by phone on February 28, 2025, and

	Regular Unleaded
Great Lakes Petroleum, Cleveland, OH	No Bid
Universal Oil, Cleveland, OH	1.9550
Petroleum Traders, Fort Wayne, IN	1.9215
Ports Petroleum, Wooster, OH	1.8730
Centerra, Ashland, OH	1.9200

WHEREAS, Ports Petroleum has been determined to be the lowest bid price of $1.8730 per gallon for regular unleaded gasoline, plus any applicable taxes.

NOW, THEREFORE, BE IT RESOLVED by the Medina County Board of Commissioners that the above referenced purchase of gasoline from Ports Petroleum be approved.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0184

ALLOWING EXPENSES OF THE COUNTY ENGINEER

WHEREAS, requests for expenses for attending conventions/meeting/seminars have been received in accordance with Section 325.20 of the Ohio Revised Code.

WHEREAS, this Board of County Commissioners has reviewed these requests and found them to be in conformance with Section 325.20 of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that the expenses for attending the following conventions/meetings/seminars be and is hereby approved:

County Engineer
Smart Earth Solutions Stormwater and Erosion Control Conference, Akron, OH
April 17, 2025 K. Briggs 02054300 50560 45.00

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0185

ALLOWING EXPENSES OF COUNTY OFFICIALS

WHEREAS, requests for expenses for attending conventions/meeting/seminars have been received in accordance with Section 325.20 of the Ohio Revised Code.

WHEREAS, this Board of County Commissioners has reviewed these requests and found them to be in conformance with Section 325.20 of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that the expenses for attending the following conventions/meetings/seminars be and is hereby approved:

Veterans			
2025 National Association of County Veteran Service Officers Leadership Summit, Washington D.C.			
April 7-10, 2025	E. Zackery	00103800 50560	2,100.00
Auditor			
Greater Medina Chamber of Commerce- Eggs and Expertise, Medina, OH			
March 11, 2025	A. Dieckman	01754200 50560	35.00
Greater Medina Chamber of Commerce- Medina Parks, Medina, OH			
April 1, 2025	A. Dieckman	17504200 50560	35.00
Sheriff- Jail			
Adult Autism Spectrum Disorder Course, Lorain, OH			
April 24, 2025	B. Demeter	29002904 50550	125.00
Loss Control			
Ohio Safety Congress, Columbus, OH			
April 16-18, 2025	D. Fry	71007101 50560	630.00
	C. Kaminicki	10005400 50560	315.00
		16005400 50560	315.00

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Finance Department

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0186

ALLOWING CLAIMS AND AUTHORIZING ISSUANCE UPON THE TREASURER IN SETTLEMENT OF SUCH LIST OF CLAIMS

WHEREAS, the payment of the required county bills to vendors in the total amount of $1,581,350.54 are included in the Auditor's office reports from 02/26/2025 to 03/05/2025 for checks dated 03/17/2025 and are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same; and

WHEREAS, a complete list of bills is maintained in the Auditor's office.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners of Medina, County, Ohio hereby authorizes payment of the county bills in the amount of $1,581,350.54, and authorizes the County Auditor to issue warrants on the County Treasurer for payment in the same.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Finance Department

Entry Date	Batch	CHECK RUN	Count	Invoice Amount	Invoices Released	Year	Effective Date	Due Date	Dept
02/26/2025	1730	031725	83	63,218.10	All	2025	03/17/2025	03/17/2025	4100
03/04/2025	1731	031725	82	28,311.98	All	2025	03/17/2025	03/17/2025	4100
03/04/2025	1747	031725	2	845.00	All	2025	03/17/2025	03/17/2025	4100
02/28/2025	1750	031725	11	24,680.59	All	2025	03/17/2025	03/17/2025	9200
02/28/2025	1753	031725	13	6,932.33	All	2025	03/17/2025	03/17/2025	4100
03/04/2025	1755	031725	15	59,193.75	All	2025	03/17/2025	03/17/2025	4100
02/28/2025	1763	031725	1	39.61	All	2025	03/17/2025	03/17/2025	3000
03/03/2025	1769	031725	4	7,374.64	All	2025	03/17/2025	03/17/2025	0500
03/03/2025	1772	031725	1	673.81	All	2025	03/17/2025	03/17/2025	0100
03/03/2025	1773	031725	12	1,330.20	All	2025	03/17/2025	03/17/2025	0100
03/03/2025	1775	031725	5	11,327.19	All	2025	03/17/2025	03/17/2025	1800
03/03/2025	1777	031725	44	111,342.06	All	2025	03/17/2025	03/17/2025	5400
03/03/2025	1778	031725	43	57,677.20	All	2025	03/17/2025	03/17/2025	4300
03/03/2025	1779	031725	3	667.24	All	2025	03/17/2025	03/17/2025	0100
03/03/2025	1780	031725	21	6,469.89	All	2025	03/17/2025	03/17/2025	9280
03/03/2025	1781	031725	5	247,163.63	All	2025	03/17/2025	03/17/2025	0100
03/04/2025	1783	031725	6	3,590.22	All	2025	03/17/2025	03/17/2025	4300
03/03/2025	1784	031725	1	599.91	All	2025	03/17/2025	03/17/2025	9280
03/04/2025	1786	031725	3	773.12	All	2025	03/17/2025	03/17/2025	4100
03/04/2025	1790	031725	5	49,770.01	All	2025	03/17/2025	03/17/2025	0300
03/04/2025	1793	031725	3	3,656.79	All	2025	03/17/2025	03/17/2025	1800
03/04/2025	1794	031725	32	55,222.57	All	2025	03/17/2025	03/17/2025	2900
03/04/2025	1795	031725	6	7,832.68	All	2025	03/17/2025	03/17/2025	1601
03/04/2025	1796	031725	8	2,038.43	All	2025	03/17/2025	03/17/2025	2300
03/04/2025	1798	031725	3	507.83	All	2025	03/17/2025	03/17/2025	0700
03/04/2025	1800	031725	4	54,124.72	All	2025	03/17/2025	03/17/2025	5400
03/04/2025	1801	031725	28	504,346.40	All	2025	03/17/2025	03/17/2025	5400
03/04/2025	1804	031725	10	20,943.22	All	2025	03/17/2025	03/17/2025	2900
03/04/2025	1806	031725	2	25,000.00	All	2025	03/17/2025	03/17/2025	5400
03/04/2025	1809	031725	2	10,816.66	All	2025	03/17/2025	03/17/2025	4105
03/04/2025	1810	031725	2	601.42	All	2025	03/17/2025	03/17/2025	1900
03/05/2025	1812	031725	1	4,338.05	All	2025	03/17/2025	03/17/2025	9200
03/05/2025	1813	031725	6	1,200.00	All	2025	03/17/2025	03/17/2025	2900
03/05/2025	1814	031725	2	1,853.72	All	2025	03/17/2025	03/17/2025	3200
03/05/2025	1815	031725	11	20,702.64	All	2025	03/17/2025	03/17/2025	2805
03/05/2025	1816	031725	11	1,442.94	All	2025	03/17/2025	03/17/2025	3600
03/05/2025	1817	031725	15	8,927.69	All	2025	03/17/2025	03/17/2025	2300
03/05/2025	1818	031725	14	14,967.45	All	2025	03/17/2025	03/17/2025	2805
03/05/2025	1820	031725	10	7,535.77	All	2025	03/17/2025	03/17/2025	3600
03/05/2025	1822	031725	1	6,460.00	All	2025	03/17/2025	03/17/2025	0300
03/05/2025	1823	031725	3	832.20	All	2025	03/17/2025	03/17/2025	0100
03/05/2025	1824	031725	5	259.35	All	2025	03/17/2025	03/17/2025	2805
03/05/2025	1825	031725	7	503.96	All	2025	03/17/2025	03/17/2025	2805
03/05/2025	1826	031725	13	64,244.88	All	2025	03/17/2025	03/17/2025	5600
03/05/2025	1827	031725	8	2,713.77	All	2025	03/17/2025	03/17/2025	2115
03/05/2025	1828	031725	1	46.82	All	2025	03/17/2025	03/17/2025	0105
03/05/2025	1831	031725	11	8,315.00	All	2025	03/17/2025	03/17/2025	4000
03/06/2025	1836	031725	1	69,639.00	All	2025	03/17/2025	03/17/2025	0100
03/07/2025	1845	031725	1	153.30	All	2025	03/17/2025	03/17/2025	4200
03/07/2025	1850	031725	1	142.80	All	2025	03/17/2025	03/17/2025	4200
		TOTAL	**582**	**$ 1,581,350.54**					

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0187

AUTHORIZING THE ADVERTISEMENT OF A REQUEST FOR PROPOSAL FOR THE COUNTY GAS AGGREGATION PROGRAM

WHEREAS, the Medina County Board of Commissioners previously authorized and implemented a gas aggregation for the benefit of township residents in Medina County; and

WHEREAS, the current County gas aggregation agreement will expire on June 30, 2025; and

WHEREAS, in order to obtain the best possible pricing structure for participating County residents, the Medina County Administrator is requesting authority to advertise for proposals for the County gas aggregation program, and

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners that authorization is hereby granted to the County Administrator to advertise for and proceed with obtaining proposals for the provision of natural gas pricing for the County gas aggregation program for subsequent presentation to the Board of Commissioners for final contract pricing.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: County Administrator

REGULAR MEETING – TUESDAY, MARCH 11, 2025

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Colleen M. Swedyk Stephen D. Hambley Aaron M. Harrison

Mrs. Swedyk offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Hambley.

RESOLUTION NO. 25-0188

RESOLUTION TO ACKNOWLEDGE AND RATIFY THE APPROVAL OF THE 2023 AMENDED MEDINA COUNTY EMERGENCY MANAGEMENT AGREEMENT BY THE VILLAGE OF SPENCER IN MEDINA COUNTY AND TO CREATE A PERMANENT RECORD OF SAID APPROVAL

WHEREAS, on May 2, 2023 the Board of Commissioners of Medina County, Ohio adopted Resolution 23-0354 to approve an Amended Medina County Emergency Management Agreement and through its Clerk distributed said Amended Agreement to the Cities, Villages and Townships of Medina County for consideration and approval; and

WHEREAS, the Villages of Chippewa Lake, Gloria Glens Park, Lodi, Seville, and Westfield Center, the Townships of Brunswick Hills, Chatham, Granger, Guilford, Harrisville, Hinckley, Homes, Lafayette, Litchfield, Liverpool, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield, and York have each formally approved the Amended Emergency Management Agreement and previously returned a signed copy of said Agreement to the Office of the Board of Commissioners of Medina County, which were journalized in Resolution 23-0950 dated November 14, 2023; and

WHEREAS, the Village of Spencer formally approved the Amended Emergency Management Agreement and recently returned a signed copy of said Agreement to the Office of the Board of Commissioners of Medina County, attached hereto as Exhibit A.

WHEREAS, the Board of Commissioners of Medina County, Ohio find it appropriate to acknowledge the approval of the Village of Spencer and wish to create a permanent record of said approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Medina County, Ohio, that the attached copy of the Village of Spencer's executed Amended Medina County Emergency Management Agreement is hereby incorporated into this Resolution as part of the permanent record of this Board.

Voting AYE thereon: Mrs. Swedyk, Mr. Hambley and Mr. Harrison

Adopted: March 11, 2025

Prepared by: Commissioners' Office

AMENDED AGREEMENT TO ESTABLISH THE MEDINA COUNTY EMERGENCY MANAGEMENT AGENCY

WHEREAS, the Medina County Emergency Management Agency was first established through action taken by the Board of Commissioners of Medina County on January 6, 1990, through Resolution No. 90-39, and subsequently approved by a majority of the other political subdivisions in the County by either explicit approval of this Agreement, by resolution or ordinance, or by implicit approval through participation in the countywide emergency planning process and/or by choosing not to establish a separate program for emergency management; and

WHEREAS the Medina County Emergency Management Agency was originally organized under Ohio Revised Code 5915; and

WHEREAS, effective October 29, 1995, Ohio Revised Code Chapter 5915 was amended and re-codified by SB162 placing Emergency Management Agencies under Title 55 "Roads, Highways and Bridges"; and

WHEREAS all political subdivisions in Medina County have participated in the establishment of a countywide all-hazards emergency operations plan, cooperated in the preparation, and conduct of the annual exercise applicable to all political subdivisions in the County and no individual subdivision has submitted an independent all-hazards emergency management plan; and

WHEREAS the coordination of emergency management services for the benefit of Medina County and its residents continues to be of paramount importance to all of the local political subdivisions in the County; and

WHEREAS the undersigned political subdivisions desire to continue the coordination of emergency services through a countywide emergency management agency, in the manner provided by law, and particularly as provided in Ohio Revised Code Chapter 5502, and to exercise any and all powers set forth therein to coordinate and unify the emergency management activities of the participating subdivisions that do not opt to develop a separate and independent emergency operations plan; and

WHEREAS, it is further declared to be the purpose of this agreement and the policy of the participants hereto, that all emergency management functions of the participants be coordinated to the maximum extent with comparable functions of the State of Ohio and of the Federal government, including their various departments and agencies, and other states and localities, and of private agencies of every type, to the end that the most effective preparation and use can be made of the participants' manpower, resources and facilities for dealing with any disaster or emergency situation that may occur; and

WHEREAS it is hereby found and declared to be necessary to create a countywide emergency management agency to be known as the "Medina County Office of Emergency Management and Homeland Security" hereinafter referred to as MCEMA; to confer upon the executive committee and the director of emergency management, certain emergency powers provided herein; and to provide for the rendering of cooperation and mutual aid, if necessary,

to surrounding and contiguous political subdivisions of the State and adjoining states.

NOW, THEREFORE, BE IT AGREED:

1. That an organization to be known as the MCEMA be formed to perform the services of coordinating the emergency management activities within the County of Medina, by and between the political subdivisions herein, in accordance with the provisions hereinafter set forth.

2. That the MCEMA, hereby authorized, is to render the service of coordinating the emergency management activities of the parties hereto and to exercise for and on behalf of each party hereto such power and authority incident thereto as it may lawfully do, consistent with State statutes and such regulations as have been or shall be promulgated by the Governor of the State, the provisions of this resolution/ordinance/agreement as hereinafter set forth, and the power of the parties hereto authorized, in coordinating such emergency management activities with and within Medina County.

3. That a representative from each political subdivision entering into the agreement, selected by the political subdivision's chief executive, shall constitute a countywide advisory group for the purpose of appointing an executive committee under ORC Section 5502.26 through which the countywide agency shall implement emergency management in the county. The group shall meet at a time and place determined by the Board of County Commissioners in January of each year or at the call of the executive committee when a majority of the executive committee members deems it necessary.

4. That the executive committee shall consist of at least the following seven members: one Medina County Commissioner representing the board of county commissioners entering into the agreement; five chief executives representing the municipal corporations and townships entering into the agreement (which shall consist of one chief executive from each of the three largest cities in Medina County representing each of those cities and two township trustees representing the townships in Medina County); and one nonelected representative selected by the countywide advisory group at the annual meeting. Up to six additional members may be appointed to the executive committee, chosen as follows: 1) the Board of Commissioners of Medina County may at its own option appoint an additional person to the executive committee, who may be either a second Medina County Commissioner or a nonelected representative. 2) the chief executives of the villages in Medina County may at their own option, by majority vote, appoint an individual to the executive committee, who may be either an elected or unelected person, to represent the villages in Medina County, 3) the Medina County Sheriff may at the Sheriff's option appoint a law enforcement officer (who may be the Sheriff him/herself or another officer from a law enforcement agency in Medina County) to the executive committee; and 4) the executive committee may at its option appoint up to three additional individuals to the executive committee, who may be either elected or non-elected individuals. The terms of office of all members appointed to the executive committee, whether the statutory appointees or the additional members, shall be one year, unless otherwise stipulated at the time of the appointment. Members shall continue to

serve until a successor is appointed and takes office. The executive committee shall at leastannually, and upon any change in the membership of the executive committee, prepare an official roster of all then current members of the executive committee with their terms listed, and communicate a copy of said roster to each political subdivision entering into the agreement.

5. That the executive committee shall appoint a director/coordinator of emergency management whose duties are prescribed herein by Chapter 5502 of the Ohio Revised Code.

6. That the director will have all such powers as is granted under this agreement and under statute.

7. That the director of emergency management shall be responsible for coordinating, organizing, administering, and operating emergency management in accordance with the agency's program established under this Chapter 5502 of the Revised Code, subject to the direction and control of the executive committee. All agencies, boards, and divisions having emergency management functions within each political subdivision within the county shall cooperate in the development of the all-hazards emergency operations plan, shall cooperate in the preparation and conduct of the annual exercise. The director may appoint, from time to time, a deputy director and/or such other assistants as the director deems advisable, who shall hold office during their pleasure. The director and the assistants to the director shall not be compensated for services rendered unless approved by action of the executive committee. The director may, with the prior consent of the executive committee, employ such technical, clerical, stenographic and other personnel as deemed necessary and fix their compensation when they are to be compensated. The salary of the director and the salaries of other paid personnel shall be paid from the MCEMA fund.

8. That the executive committee shall have general direction of the MCEMA, shall be responsible for the carrying out of the provisions of this agreement through the director of emergency management, may adopt such rules and regulations as it deems necessary for its operations, and may delegate authority to the director for expenditures within the budget and monetary limits as the executive committee sees fit. In performing duties pursuant to this agreement, the executive committee is authorized to cooperate with participating subdivisions, non-participating political subdivisions, the State of Ohio, other states, the Federal government through appropriate channels, and with private agencies in all matters pertaining to emergency management activities of Medina County, the State of Ohio and the United States as provided and encouraged under Revised Code Section 5502.35.

9. That the MCEMA, under Revised Code Section 5502.30, while performing emergency management services in this state pursuant to an arrangement, agreement, or compact for mutual aid and assistance, or any agency, member, agent, or representative of any of them, or any individual, partnership, corporation, association, trustee, or receiver, or any of the agents thereof, in good faith carrying out, complying with, or attempting to comply

with any state or federal law or any arrangement, agreement, or compact for mutual aid and assistance, or any order issued by federal or state military authorities relating to emergency management, is not liable for any injury to or death of persons or damage to property as the result thereof during training periods, test periods, practice periods, or other emergency management operations, or false alerts, as well as during any hazard, actual or imminent, and subsequent to the same except in cases of willful misconduct.

10. That the executive committee shall prepare a budget and annual report of activities for each year, under such rules and regulations as it may prescribe. Said budget and report of activities of the agency shall be presented to the participating political subdivisions at the required annual meeting of the countywide advisory group, as well as made available through electronic media. The funds provided for in said budget and all other funds received from whatever source, or by whatever means, for emergency management by the MCEMA shall be paid to the treasurer of Medina County into a special fund known as the MCEMA Fund.

11. That each participating political subdivision hereto agrees to pay into the MCEMA fund, promptly upon demand and invoice therefore, the amount assessed against it, based upon the annual itemized report on distribution of estimated undivided local government funds required by O.R.C. §5747.51(J) for the undivided local government fund, the County's proportionate share being increased to include the percentage established for the park districts, and to do and perform all and singular, the obligations herein assumed. The participating subdivisions also acknowledge that Medina County bears additional administrative costs that are not reimbursed because Section 5502.26(C) designates a countywide emergency management agency to be considered a county board, statutorily entitled to receive the services of the county auditor, treasurer, and prosecuting attorney in the same manner as other county agencies, boards, or divisions. Medina County also bears additional unreimbursed costs for property insurance, building maintenance, and administrative functions as shown in the regularly adopted Central Services Cost Allocation Plan prepared for Medina County, Ohio.

12. That this agreement may be amended or altered at any time by a majority of the parties hereto.

13. That this agreement shall be in full force and effect when no less than a majority of the political subdivisions within Medina County, including the Board of County Commissioners of Medina County, have subscribed to this agreement and/or submitted their annual cost allocation.

14. That this agreement may be terminated as to the Board of County Commissioners by a majority of its members, as to any township by a majority of the board of trustees, and as to any municipal corporation by a majority of its council, and service of written notice thereof on the director of emergency management within thirty (30) days after the adoption of the budget for the ensuing fiscal year by the agency.

15. A reference to any portion of a statute herein applies to all reenactments or amendments thereof. If statutes are enacted to replace current statutes, the statute latest in date of

enactment prevails.

16. This Amended Agreement shall take effect and be in force from and after the date approved by the Board of Commissioners of Medina County by resolution, when approved by a majority of the subdivisions in Medina County that currently participate in Medina County's Countywide Emergency Management Agency, which includes all municipalities and townships within Medina County.

Board of Commissioners of Medina County

Approved by Resolution No. 23-0354,
on May 2, 2023

Stephen D. Hambley

Aaron M. Harrison

Colleen M. Swedyk

Approved as to form:

Medina County Prosecutor's Office — 5/3/2023 Date

Other Subdivision Approvals:

Political Subdivision Name	Resolution/Ordinance #	Date of approval
VILLAGE OF SPENCER	11-23	5-17-23

Mayor James W. Kramer
Chief Executive Officer Printed Name

Signature

Chief Executive Officer Printed Name

Signature

Chief Executive Officer Printed Name

Signature

Approved as to Form:

Entity Legal Counsel — 5-17-23 Date

Please attach a certified copy of the adopted legislation to this signed agreement and return both documents to:

Medina County Board of Commissioners
144 N. Broadway Street, Room 201
Medina, OH 44256