



06-08-15
11-MED-09-1098
1509-01
K28532

COLLECTIVE BARGAINING ADDENDUM NUMBER ONE

Part One – Authority

The authority for this action resides in Article 40, Section 1, of the current Collective Bargaining Agreement (hereinafter “CBA”) by and between the Mahoning County Children Services Board (hereinafter “CSB” or “the Employer”) and the Communication Workers of America (hereinafter “CWA” or “the Union”), effective February 1, 2012 and expiring January 31, 2015, which provides that it is mutually agreed that this article shall be reopened for negotiations by either party upon thirty (30) days’ notice to the other party.

On August 28, 2013, Linda Hinton, Vice President of the Communications Workers of America, Local 4300, served written notice upon the Executive Director of the Mahoning County Children Services Board of the Union’s intent to exercise its rights to renegotiate the issue of wages pursuant to Article 40 of the CBA. The Union concurrently satisfied all requirements under Ohio law to notify the State of Ohio State Employment Relations Board (hereinafter “SERB”). The matter was assigned Case Number 13-MED-08-0932.

Part Two – Recitals

The parties intend this agreement to serve as resolution of all issues relative to the wage reopener as authorized by Article 40, Section 1 of the CBA.

Part Three - Agreement

Pursuant to Article 1, Section 4, and Article 40, Section 1, of the agreement between the Mahoning County Children Services Board and the Communication Workers of America, effective 2/1/2012 through 1/31/2015, the parties agree that the following language shall be added to Article 40 as though fully rewritten therein:

ARTICLE 40 – WAGES

Section 4: All current employees, regardless of his/her current status as a member of the bargaining unit and who were employed as a member of the bargaining unit for any portion of calendar year 2013 shall receive a one-time, supplemental payment as a partial offset of the reduction in purchasing power experienced in 2013 as a result of the current six year wage freeze.

Qualifying employees who were employed as a member of the bargaining unit at any time in calendar year 2013 shall receive a percentage of the sum of one thousand five hundred dollars (\$1,500.00) equivalent to the percentage of qualifying hours compensated in calendar year 2013 in comparison to a two thousand eighty (2,080) hour work year, as a supplemental payment. Said percentage shall be determined by dividing the total number of qualifying hours compensated by two thousand eighty (2,080) multiplied by one hundred.

For purposes of this section, qualifying hours compensated shall be defined as hours actually compensated by the agency which accrued while the employee was a member of the bargaining unit for time actually worked, approved vacation, personal time, compensatory time and sick leave. Qualifying hours compensated shall not include payments made for vacation or personal time buyouts, compensation made in excess of base rate nor payments made as a training incentive. Total payments made pursuant to this section shall not exceed the sum of one thousand five hundred dollars (\$1,500.00) even if the number of qualifying compensated hours exceeds two thousand eighty (2,080).

All payments made pursuant to this section shall be included in the first full pay period after approval of this agreement by all necessary parties.

Section 5: All employees, regardless of his/her current status as a member of the bargaining unit on December 31, 2014, and who were employed as a member of the bargaining unit for any portion of calendar year 2014, shall receive a one-time, supplemental payment as a partial offset of the reduction in purchasing power experienced in 2014 as a result of the previous six year wage freeze.

Qualifying employees who were employed as a member of the bargaining unit at any time in calendar year 2014 shall receive a percentage of the sum of one thousand five hundred dollars (\$1,500.00) equivalent to the percentage of qualifying hours compensated in calendar year 2014 in comparison to a two thousand eighty (2,080) hour work year, as a supplemental payment. Said percentage shall be determined by dividing the total number of qualifying hours compensated by two thousand eighty (2,080) multiplied by one hundred.

For purposes of this section, qualifying hours compensated shall be defined as hours actually compensated by the agency which accrued while the employee was a member of the bargaining unit for time actually worked, approved vacation, personal time, compensatory time and sick leave. Qualifying hours compensated shall not include payments made for vacation or personal time

buyouts, compensation made in excess of base rate nor payments made as a training incentive. Total payments made pursuant to this section shall not exceed the sum of one thousand five hundred dollars (\$1,500.00) even if the number of qualifying compensated hours exceeds two thousand eighty (2,080).

With respect to qualifying employees who are employed as of December 31, 2014, all payments made pursuant to this section shall be included in the first full pay of calendar year 2015. Payments authorized under this section to employees separating before December 31, 2014, shall be included in the employee's final pay.

Part Four – Effective Date

This Agreement shall be effective upon approval by the appropriate legislative body, either expressed or by operation of law.

Part Five – Complete Agreement

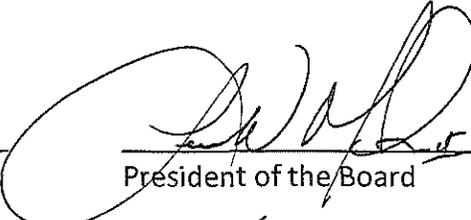
In all other respects, the terms of the Collective Bargaining Agreement are not modified. This Addendum shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

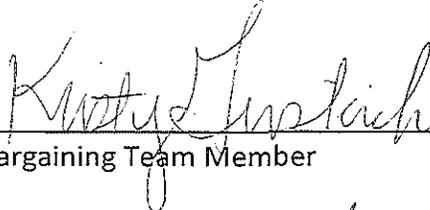
Part Six – Signature Page

For:
Communications Workers of America

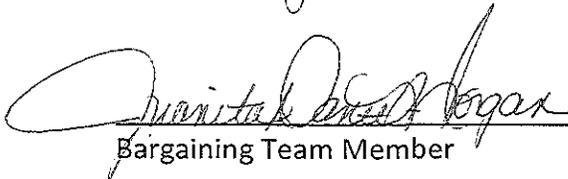
For:
Mahoning County Children Services Board

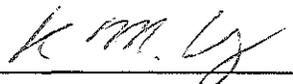

CWA Local 4300 Dir. Public Sectors Date

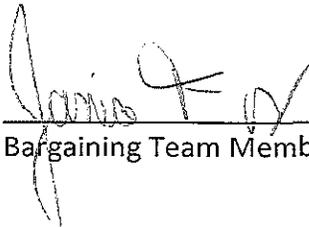

President of the Board 5/29/14
Date

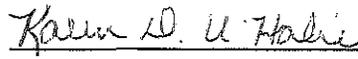

Bargaining Team Member 5-29-14
Date


Executive Director 5-29-14
Date

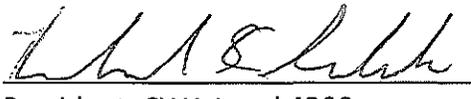

Bargaining Team Member 5/29/14
Date


Assistant Prosecuting Attorney 6/5/14
Date


Bargaining Team Member 6/2/14
Date


County Human Resources Director 6/5/14
Date

For:
Mahoning County Board of Commissioners

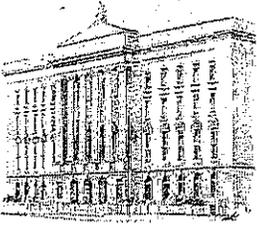

President, CWA Local 4300 5-29-14
Date

President, Date
Mahoning County Commissioners

Part Seven – Certificate of Service

I certify that, pursuant to Ohio Revised Code Section 4117.10(B), this agreement was submitted to the Mahoning County Commissioners for approval this 5 day of June, 2014.


Randall B. Muth, JD
Executive Director
Mahoning County Children Services Board



Board of Mahoning County Commissioners

21 West Boardman Street, Suite 200 Youngstown, OH 44503 ~ Phone: (330) 740-2130 Fax: (330) 740-2006

County Commissioners

David C. Ditzler • Carol Rimedio-Righetti • Anthony T. Traficanti

Clerk of the Board

Nancy Laboy

July 17, 2014

Mahoning County Children Services
222 W. Federal Street, 4th Floor
Youngstown, OH 44503

Attention: Randall B. Muth
Executive Director

RE: Request for Approval of Collective Bargaining Agreement – Addendum Number One

Dear Mr. Muth:

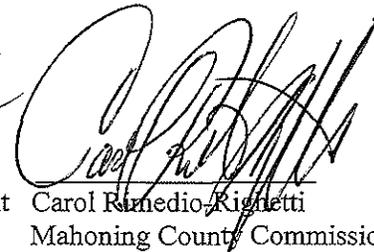
Enclosed please find the original Addendum Number One of the Collective Bargaining Agreement between the Mahoning County Children Services Board and the Communication Workers of America, which was submitted to the Mahoning County Board of Commissioners with a request for approval of said Addendum.

The agreement negotiated between the aforementioned parties was submitted on June 5, 2014 to the Board of County Commissioners for approval in compliance with ORC 4117.10(B). Thirty days have passed since the submission and no action has been taken by the Board of County Commissioners; therefore, pursuant to ORC 4117.10(B) the submission is deemed approved. If you have any questions regarding this correspondence please contact Karen U'Halie, Mahoning County Human Resources Director.

Respectfully,


David C. Ditzler, President
Mahoning County Commissioner


Anthony Traficanti, Vice President
Mahoning County Commissioner


Carol Rimedio-Righetti
Mahoning County Commissioner

Enclosure