



**AGREEMENT**

**BETWEEN**

**MAHONING COUNTY BOARD OF COMMISSIONERS**

**AND THE**

**MAHONING COUNTY SANITARY ENGINEER  
EMPLOYEES UNION (MCSEEU)**

**Effective June 1, 2012**

**through**

**May 31, 2015**

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## PREAMBLE/PURPOSE & SCOPE

**Section 1. Parties to the Agreement.** This Agreement is by and between the Mahoning County Sanitary Engineer and the Mahoning County Commissioners, hereinafter referred to as the “County” or “Employer”, and the Mahoning County Sanitary Engineer Employees Union, hereinafter referred to as the “Union”.

**Section 2. Purpose.** It is the purpose and scope of this agreement to promote and insure harmonious relations, cooperation and understanding between the County and the employees covered hereby, to insure true collective bargaining under State law, to establish wages, salaries, hours, and working conditions and to provide a procedure for prompt and equitable adjustment of grievances to the end that there will be no interruptions or impeding of work, work stoppages, strikes or other interferences with services and no lockouts during the life of this Agreement.

### **ARTICLE 1** **RECOGNITION**

**Section 1.1.** The County recognizes the Union and its legal representative as the sole and exclusive collective bargaining agent for the employees covered by this Agreement as defined in this article, for the purposes of collective bargaining with respect to wages, hours and working conditions.

**Section 1.2. Bargaining Unit Defined/Included.** The Bargaining Unit is defined as those permanent full-time employees of the County working in the Sanitary Engineer’s Department in the following classifications:

Laboratory Technician  
Laboratory Technician I  
Laboratory Technician II  
Laborer  
Construction Maintenance Worker I  
Construction Maintenance Worker II  
Construction Maintenance Worker III  
Mechanic I  
Mechanic II  
Mechanic III  
Asst. Plant Maintenance Engineer  
Plant Maintenance Engineer I  
Treatment Plant Aide  
Treatment Plant Operator  
Treatment Plant Supervisor I  
Treatment Plant Supervisor II  
Video Inspection System Operator II  
Video Inspection System Operator III  
Facilities Maintenance Worker I

Facilities Maintenance Worker II  
Facilities Maintenance Worker III  
Sewer Jet Worker I  
Sewer Jet Worker III  
Construction Inspector I  
Construction Inspector II  
Construction Inspector III  
General Maintenance Worker I  
General Maintenance Worker II  
General Maintenance Worker III

**Section 1.3. Excluded.** The Bargaining Unit shall not include supervisory, managerial, confidential, professional, temporary, or seasonal employees, those classifications not specifically included in the unit, or any persons employed under any job-training or similar program.

**Section 1.4. Limitation on Seasonal Workers/Job Training Operations.** Persons employed under any job-training or similar program and seasonal employees shall not be utilized to replace or displace Bargaining Unit employees.

**Section 1.5. Supervisory Personnel.** Persons employed in the future in supervisory positions shall not be solicited for Union membership and shall not be members of the Union. The number, qualifications, rate of pay and assignments of all supervisory personnel shall be totally and exclusively the determination of the County

## **ARTICLE 2** **MANAGEMENT RIGHTS**

**Section 2.1.** 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:

1. hire, transfer, suspend, discipline, and discharge employees for just cause;
2. determine the number of persons required to be employed or laid off;
3. determine the qualifications of employees covered by this Agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;
5. make any and all reasonable rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention and promotion of employees to or for positions not within the Bargaining Unit established by this Agreement;
8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by revising either process or equipment, or both;
10. determine work standards and the quality and quantity of work to be produce;

11. select and locate buildings and other facilities;
12. establish, expand, transfer and/or consolidate work processes and facilities.

**Section 2.2. Reserved Management Rights.** 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. The exercise of management rights shall be in conformity with the terms of this Agreement.

### **ARTICLE 3**

#### **APPLICATION OF EXTERNAL LAW**

**Section 3.1.** In accordance with Section 4117.10(A) of the Ohio Revised Code (ORC), the parties agree that any subject matter provided within this agreement specifically supersedes and prevails over those corresponding subjects addressed in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, 325.19, 4111.03, and Rules and Regulations contained on the Ohio Administrative Code (OAC). It is understood that Sections 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.

**Section 3.2.** Any employee subject matter provided by state law and not addressed or covered in this Agreement will be governed by state law.

**Section 3.3.** It is expressly understood that the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction related to bargaining unit employees and matters covered by this agreement.

### **ARTICLE 4**

#### **JOB RECLASSIFICATION/NEW CLASSIFICATIONS**

**Section 4.1. Reclassifications.** The County agrees that reclassification of any of the current classifications shall be made for the purpose of updating those classifications and not for the purpose of eroding the Bargaining Unit. Persons included in a reclassification shall be, if reclassified, considered included in the Bargaining Unit unless their new classification would place them in a supervisory, confidential, managerial, or professional classification.

**Section 4.2. New Classifications.** If new classifications are created that have not been utilized previously, the parties agree to meet and discuss the inclusion of those classifications in the Bargaining Unit.

### **ARTICLE 5**

#### **JOB CLASSIFICATIONS/JOB DESCRIPTIONS**

**Section 5.1. Classifications, Positions, and Qualifications.** Subject to notice to the union and at least fifteen (15) days prior to the posting of a vacancy to allow for Union input, the County

shall at all times and in every instance reserve the right to establish/adjust classifications, duties, qualifications, experience and educational requirements for the various positions and classifications in the County as provided herein. The County will be limited to making changes in qualifications in existing positions to those that are necessary to meet requirements for licensure (e.g., ASE cert.), EPA standards, DOT requirements, or other legally required operational mandates. New employees shall be classified at the discretion of the County and within the limits of this Agreement. In the absence of substantial change in the method of operation or equipment used, the appropriate job classification and rate of pay will remain the same. Any dispute over the degree of change and/or rate of pay shall be resolved through meeting and conferring.

**Section 5.2. Procedure.** Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, within the Sanitary Engineering Department, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included/excluded in the bargaining unit, a job description of the duties for such classification, and the initial wage rate and schedule for such classification.

**Section 5.3. Joint Petition.** Should the parties agree that the new or restructured classification is to be included in or excluded from the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). The Union shall have the right, within thirty (30) calendar days from receipt of notice from the Department, to file a notice to negotiate concerning the initial wage rate or schedule established by the Employer.

**Section 5.4. Disputes.** If the parties cannot agree, under Section 1 or Section 3, then the grievance procedure will be implemented.

## **ARTICLE 6**

### **UNION DUES DEDUCTION/FAIR SHARE FEES**

**Section 6.1. Dues/Fair Share Fees.** Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the union or as a condition of continued employment, remit to the union a fair share fee in accord with the provisions of Ohio Revised Code 4117.09(C). Any newly hired employee in the bargaining unit shall, within sixty (60) days of the date of employment, either elect to become a member of the union, or remit the fair share fee. As provided in the Ohio Revised Code Section 4117.09(C), nothing in this article shall be deemed to require any employee to become a member of the union.

**Section 6.2. Dues/Fair Share Deduction Procedure/Indemnification.** The County agrees to deduct association dues and fees from any employee who provides written authorization for a payroll dues and fee deduction. The union shall indemnify the County and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the County in complying with the provisions of this Article. Furthermore, the union shall comply in all respects with the requirements of Ohio Revised Code Section 4117.09(C). All

disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the union's internal rebate reduction procedure. The union shall have in place an internal notice, rebate reduction, and challenge procedure that complies with the applicable federal legal standards.

**Section 6.3. Deduction Remittance.** Deductions provided in this article shall be transmitted to the Union no later than ten (10) days following the end of the first pay period of each month. Written authorization for membership dues and initiation fees may be cancelled by an employee upon written notice to the County during the last ten (10) days of each calendar year during the life of this Agreement, unless otherwise proved for by law, at which time an employee remaining in a bargaining unit classification would still be subject to a fair share fee.

## **ARTICLE 7**

### **UNION ACTIVITY/REPRESENTATION**

**Section 7.1. Stewards.** The Union shall furnish the County with a written list of shop stewards stating the department or unit to which each steward is assigned and shall notify the County in writing of any change.

**Section 7.2. Representation.** Shop stewards, Union President, or Union Vice President shall have the authority to visit with employees within his jurisdiction during reasonable times and periods for the purpose of orderly settlement of grievances.

## **ARTICLE 8**

### **TOTAL AGREEMENT, HEADINGS & GENDERS**

**Section 8.1. Total Agreement.** The provisions of this Agreement constitute the entire written Agreement between the County and the Union. Neither party shall be bound by prior written agreements.

**Section 8.2. Headings.** It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such article.

**Section 8.3. Gender Neutral.** 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 genders 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 9**

### **NON-DISCRIMINATION**

**Section 9.1.** The provisions of this Agreement shall apply equally to all employees in the Bargaining Unit without discrimination as to age, gender, race, color, religion, national origin,

genetic history, or disability. The Union shall share equally the responsibilities and duties above, and that of applying the provisions of this Agreement.

**Section 9.2. Union Affiliation/Membership.** The parties agree not to interfere with rights of eligible employees to become members of this Union or to refrain from such membership, and there shall be no discrimination, interference, restraint or coercion by either party against any employee because of his desire to elect Union membership or refrain from such membership or because of any employee's activities in an official capacity on behalf of the Union or refusal to take part in or participate in union activity.

## **ARTICLE 10** **WORK RULES**

**Section 10.1.** The Union recognizes that the Employer, under this Agreement, has the right to prepare and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 10.2.** Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and, if requested, meet with the Union to discuss the matter at least ten (10) calendar days prior to the date of implementation.

**Section 10.3.** The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement. The Union may grieve the reasonableness of any new or revised work rule in accordance with the grievance procedure.

## **ARTICLE 11** **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 11.1. Definition.** Every Employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the provisions of this Agreement.

**Section 11.2. Procedure.** When a grievance arises, the following procedure shall be observed:

**STEP 1. Immediate Supervisor.** An employee having a grievance shall take it up with his immediate supervisor, accompanied by his steward. Any such grievance shall be presented within seven (7) calendar days after the employee has knowledge or should reasonably have had knowledge of the event. The supervisor shall give his answer within seven (7) calendar days after the grievance has been presented. The Supervisor's answer may be given orally or in writing.

**STEP 2. Department Head/Designee.** If the grievance is not satisfactorily settled in Step 1 of this procedure, it shall be reduced to writing on the Grievance Form furnished by the Union, and presented to the Sanitary Engineer with the violation upon which it is based. The Grievance Form shall be dated and it shall be signed by the employee or his steward. This grievance shall be presented to the Sanitary Engineer within seven (7) calendar days after the immediate supervisor has given his answer in Step 1 of this procedure. A meeting of the appropriate parties shall be scheduled. The steward may request that a representative of the Union join in the meeting. The Sanitary Engineer shall have its answer within fourteen (14) calendar days, thereafter. The time limitations provided for in this Article may be extended by mutual agreement. If the grievance is not satisfactorily settled, it may be submitted to 3rd step upon the request of either party.

**STEP 3. Board Designee.** A grievance unresolved at Step 2 may be submitted by the grievant to the Board Designee within seven (7) calendar days of receipt of the Step 2 answer or within seven (7) calendar days of the date on which the Step 2 answer was due. The Board Designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) calendar days of submission of the grievance to Step 3. If a meeting is held, the Board Designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article.

**STEP 4. Arbitration.** If the grievance is not satisfactorily settled at Step 3, the matter may be submitted to arbitration not later than thirty (30) calendar days from the date of the decision rendered in Step 3. The Union shall request a list of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be in accordance with the laws of the State of Ohio. The decision of the arbitrator shall be binding upon all employees, the Union and the County. The cost of arbitration shall be divided equally between the County and the Union. The arbitrator shall not have the power to add to or subtract from or modify in any way any of the terms of this Agreement.

## **ARTICLE 12**

### **DISCIPLINARY PROCEDURES**

**Section 12.1.** The parties agree that no non-probationary employee shall be reduced in pay or position (including working suspensions), fined (i.e., forfeiture of accrued leave), suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning. (i.e., verbal warning)
2. Written reprimand.

3. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

**Section 12.2. Grounds for Discipline.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of County or department work rules, policies, procedures, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

**Section 12.3. Exclusive Remedy/Waiver.** Any disciplinary action resulting in a suspension or discharge of a non-probationary employee may only be appealed and processed in accordance with the Disciplinary Procedure herein contained. 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 all employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.

**Section 12.4. Employee Rights.** 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.

**Section 12.5. Progressive Discipline.** The County will utilize progressive measures in the implementation of discipline; however, this shall not be construed to limit the ability of the County to discipline employees in accordance with the severity of the infractions.

**Section 12.6. Pre-Disciplinary Conference.** Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a pre-disciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. The Notice served on the employee shall contain a reference to dates, times and places,

if possible. This notification shall also include the time and place of a pre-disciplinary meeting, to be held not sooner than twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the pre-disciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

**Section 12.7. Resignation.** An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

**Section 12.8. Implementation.** Discipline shall not be implemented until either:

- a. The matter is settled
- b. The employee fails to file a grievance within the time frame provided by this procedure, or
- c. The Board designee has issued a decision on the employee's grievance.

**Section 12.9. Notice of Discipline.** After the pre-disciplinary conference, should the Employer still intend to initiate suspension, reduction, or termination, notice of such discipline shall be made in writing and served on the Union and the employee personally or by registered or certified mail, return receipt requested. The Notice of Discipline served on the employee shall be accompanied by written statement that:

- a. The employee has a right to object by filing a grievance within seven (7) calendar days of receipt of the Notice of Discipline;
- b. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
- c. The employee is entitled to representation by a Union representative at every step of the proceeding. The union reserves the right to refuse to process a grievance to arbitration based on its good faith determination that the grievance lacks merit.

**Section 12.10. Disciplinary Appeals.** Disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee.

**Section 12.11. Disciplinary Settlements.** 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. In

the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties for that case on non-precedent setting basis. The Union shall be notified of all settlements.

**Section 12.12. Administrative Leave.** An employee may be suspended for cause without pay if the reason for suspension is based on a criminal charge, misdemeanor, felony involving drug use pending before the court. If such suspension is imposed its outcome is subject to the grievance and arbitration procedure. An employee may be suspended with pay at any time during the process if the Appointing Authority determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations.

**Section 12.13. Expedited Disciplinary Arbitration.** All arbitrations hereunder, unless waived by mutual Agreement of the parties, shall be expedited, scheduled within ten (10) days of an appointment being made, and occurring within thirty (30) days of the arbitrator being appointed. The arbitrator shall then issue his decision within fourteen (14) days thereafter, but may submit the full opinion within a reasonable time thereafter.

**Section 12.14. Disciplinary Records.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	twelve (12) months
Suspensions	twenty-four (24) months

Records of Disciplinary action concerning alcohol and/or drug related offenses and loss of licensure related incidents are not subject to the above schedule.

## **ARTICLE 13**

### **REDUCTION IN FORCE & RECALL**

**Section 13.1.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) governing work force reductions.

**Section 13.2. Notice.** The Employer will give the Union and the employees in the job occupations affected by the decision to lay off fourteen (14) calendar days notice that a layoff will occur. This notice requirement only applies to the original employee(s) selected for reduction, and does not apply to employee(s) displaced as a result of bumping.

**Section 13.3. Procedure.** In the event it becomes necessary to lay off employees, abolish positions, or otherwise conduct a reduction in force amongst employees who are covered by this Agreement, those selected for layoff or reduction shall be the employees in the job classifications and work locations where layoffs or reductions are necessary who have the least departmental seniority.

**Section 13.4. Displacement/Bumping Rights.** An employee who is laid off or whose position is abolished may utilize his departmental seniority within the applicable seniority group to displace an employee with less departmental seniority in an equal or lower paid classification within the same seniority group provided the employee satisfies all of the minimum qualifications of the position as contained in the job description. The employee will receive the applicable rate of pay for the classification into which he displaces. There shall be two (2) seniority groups in determining displacement/bumping rights – plant and maintenance. Classifications within each seniority group are as follows:

Maintenance Seniority Group

Laborer  
Construction Maintenance Worker I  
Construction Maintenance Worker II  
Construction Maintenance Worker III  
Mechanic I  
Mechanic II  
Mechanic III  
Asst. Plant Maintenance Engineer  
Plant Maintenance Engineer I  
Facilities Maintenance Worker I  
Facilities Maintenance Worker II  
Facilities Maintenance Worker III  
Sewer Jet Worker I  
Sewer Jet Worker III  
Video Inspection System Operator II  
Video Inspection System Operator III  
Construction Inspector I  
Construction Inspector II  
Construction Inspector III  
General Maintenance Worker I  
General Maintenance Worker II  
General Maintenance Worker III

Plant Seniority Group

Laborer  
Laboratory Technician  
Laboratory Technician I  
Laboratory Technician II  
Treatment Plant Aide  
Treatment Plant Operator  
Treatment Plant Supervisor I  
Treatment Plant Supervisor II

Employees who are displaced through this procedure shall have the same bumping rights as employees selected for layoff or abolishment. Employees ultimately laid off from their seniority group may displace (bump) any Bargaining Unit employee in an equal or lesser paid classification in the other seniority group who has less departmental seniority provided the employee satisfies all of the minimum qualifications of the position as contained in the most

recent bid posting. Employees ultimately laid off from the Department may secure a position in another County Department without forfeiting rights to recall.

**Section 13.5. Recall Rights.** When the Employer determines that recall is necessary, recalls shall be inverse order of layoff. Employees with the most departmental seniority shall be recalled first, provided they can satisfy all of the minimum qualifications of the position being recalled as contained in the job description. A laid off employee retains recall rights for a period of twenty-four (24) consecutive months.

## **ARTICLE 14** **SENIORITY**

**Section 14.1. Definition.** Seniority is the right of an employee to continue in the employment of the Mahoning County Sanitary Engineering Department and to exercise job rights under the terms and conditions of this Agreement. An employee shall have “departmental seniority” for layoff and recall and for other benefits as specifically provided for in this Agreement. Wherever the term seniority is used, it shall be interpreted to mean departmental seniority. Departmental seniority is defined as the length of time an employee has been continuously employed in the Mahoning County Sanitary Engineering Department based upon the date of last entry into the Department.

**Section 14.2.** Departmental seniority shall be broken when an employee:

1. resigns;
2. is discharged for cause;
3. is laid off from the Department for twenty-four (24) consecutive months;
4. is promoted to and holds a non-Bargaining Unit position for a period exceeding ninety (90) calendar days from the effective date of the promotion.

**Section 14.3. Identical Seniority Dates.** All current employees having the same departmental seniority date shall decide comparative seniority on all issues where necessary by the flip of a coin. As of April 1, 2001, any newly hired employees will have their bargaining unit seniority determined by a drawing of names for any hires of over three (3) or by a flip of the coin if only two (2) employees are hired. All seniority will be settled at the time of hiring.

## **ARTICLE 15** **NO STRIKE/NO LOCKOUT**

**Section 15.1.** The Union hereby affirms and agrees that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any unauthorized or illegal strike, slowdown, walkout, work stoppage, or other concerted interference involving the withholding of services from the Employer.

**Section 15.2.** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall 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 request all employees to return to work immediately.

**Section 15.3. Discipline.** Participants in unauthorized work stoppages or slowdowns shall be subject to immediate suspension or discharge.

**Section 15.4. No Lockout.** The Employer agrees that it will not lockout employees

## **ARTICLE 16** **HEALTH AND SAFETY**

**Section 16.1.** The County shall make provisions for the safety and health of its employees during the hours of their employment.

**Section 16.2. Protective Equipment.** Protective devices, wearing apparel, and other equipment necessary to properly protect the employees from injury shall be provided by the County. Goggles, gas masks, face shields, respirators, special purpose gloves, fireproof, waterproof or acid proof protective clothing when necessary and required shall be provided by the County at no cost to the employees. This section will also include the use of protective traffic vests and hard hats.

**Section 16.3. Failure to Utilize Safety Equipment.** The County reserves the right to remove and send home for that day an employee who fails to adequately protect himself and/or his fellow employees.

**Section 16.4.** The parties mutually agree to comply with all requirements and regulations pertaining to applicable safety and health for employees of the Mahoning County Sanitary Engineering Department.

## **ARTICLE 17** **BULLETIN BOARDS**

**Section 17.1.** The Union shall be provided space for their own bulletin board at each Sanitary Engineer installation.

**Section 17.2. Approved Materials.** Union bulletin boards will be used only for the following:

1. Recreational social activities of the Union
2. Local Union election information
3. Union meeting, conferences or convention notices

**Section 17.3. Restrictions/Removal.** Any materials outside of those listed in Section 2 are subject to review by the Employer and removal if it determines the material inappropriate. Political information regarding candidates for public office shall be prohibited.

## **ARTICLE 18** **PROBATIONARY PERIOD**

**Section 18.1. New Hires.** All new employees shall complete a probationary period of one hundred twenty (120) calendar days during which the employee may be disciplined or discharged at the sole discretion of the Employer without recourse to the grievance procedure.

## **ARTICLE 19** **BARGAINING UNIT WORK/SUBCONTRACTING**

**Section 19.1. Bargaining Unit Work.** Work customarily performed by employees within the Bargaining Unit shall not be performed by supervisors or other personnel not included within the Bargaining Unit except as provided herein.

The usage of non-bargaining unit personnel shall be limited to emergencies or other times when regular employees are not immediately available, instruction or training of employees, analysis of problems, getting the feel of equipment and other “de minimus” situations. Such work will be of a relatively short duration, not to exceed one (1) week, occasional rather than on a usual basis, the exception rather than the rule, and is not intended to reduce regular unit hours of work.

**Section 19.2. Subcontracting.** The Employer shall not subcontract Bargaining Unit work to non-Bargaining Unit employees of the County or any other individuals which would displace or cause the layoff of Bargaining Unit employees. This is not intended to prohibit current subcontracting practices

## **ARTICLE 20** **VACANCIES AND PROMOTIONS**

**Section 20.1. Supervisory Positions.** Supervisory positions shall be appointed by the County under its sole authority and discretion, and may be selected from inside or outside the employees of the County. The qualifications and rate of compensation shall be determined by the County.

**Section 20.2. Vacancies Defined.** Vacancies are defined as job openings where the Employer has made a determination to fill such opening: (a) where the County has increased the number of regular jobs in an existing classification within the bargaining unit; (b) where an opening occurs in an existing classification as the result of a promotion, transfer, quit, discharge or any other termination of employment; (c) or a new job is created in the Bargaining Unit.

**Section 20.3. Job Openings and Promotions.** At all times, the County shall reserve the right to determine if any vacancy is to be filled. The procedure for posting vacancies shall be as follows:

- a. **Notice.** Within fifteen (15) calendar days after a vacancy occurs the County will provide the Union written notice of its intention to fill or not fill vacant positions to allow Union input. If the County intends to fill the vacancy, the notice of an available vacancy will be posted within twenty-eight (28) calendar days of the date of notice to fill the vacant position. The notice of vacancy shall be posted for seven (7) calendar days and shall state the job classification, job description, rate of pay.
  
- b. **Bidding Submissions.** Employees within the Bargaining Unit who wish to be considered for a posted position must file a written application with a Supervisor by the end of the posting period. It shall be the responsibility of the employee to submit a written application by the end of the posting period regardless of the status of the employee, i.e., vacation, sick, personal and/or industrial leave. An employee having knowledge of a vacancy prior to the actual date of the posting and will not be at his/her worksite during the posting may request and file an application with a supervisor so as to be considered for the vacancy.
  
- c. **Review of Applications.** All internal applications timely filed will be reviewed by the County and a decision made within one hundred twenty (120) days. Those applications that are not submitted within the posting period or in accordance with the bid submission guidelines shall be excluded from consideration. Applicants shall be evaluated on the basis of:
  - 1. Educational/Licensure qualifications if job required
  - 2. Departmental Seniority
  - 3. Requisite experience to perform duties of the position in question
  - 4. Work Record (excluding expired discipline)

The Employer will evaluate an employee based upon the above listed equally weighted criteria and award the position to the employee that it determines to be the most qualified. Should the employee or union believe that the Employer has not done so, it may file a grievance.

- d. **External Applicants/Involuntary/Voluntary Temporary Transfers.** If no applications are received, or if the Employer determines that no applicant meets the minimum requirements for the posted vacancy, the Employer may then fill the vacancy by appointment from outside the bargaining unit or involuntary temporary transfer. The Employer may also offer a voluntary temporary transfer pursuant to Article 21, Section 2 with an agreed upon duration.

In order to provide continuity of service during the filling of vacancies, the County shall have the right to make transfers, on a temporary basis, to fill such vacancies pending the selection of a permanent assignment for the position. For instances where involuntary transfer is utilized it shall be limited to not more than one hundred twenty calendar (120) days. The Employer will determine in what classification, work location, and shift the transfer is to be made from. After that determination is made, the Employer will transfer

the least senior qualified employee from the affected classification, work location, and shift into the vacancy.

- e. **Qualifying Period.** The employee selected for the position shall be allowed a reasonable time and reasonable help to qualify, but such time shall not exceed thirty (30) working days. During the qualifying period, the Employer may determine that the employee cannot successfully perform the duties of the position into which he bid and return the employee to his prior position with no right of appeal with his seniority unaffected. In the event that the employee takes time off during the qualifying period, it shall be extended by the amount of working days that the employee was not working. In the event that the Employer removes an employee during the qualifying period, the Employer agrees to articulate the reasons for such action to the employee and union in writing.

Upon Agreement of the employee, Union, and County, the qualifying period may be amended.

- f. **Election to Return to Former Position.** An employee may, during the thirty (30) working day qualifying period, return to his previous position:
- g. **Rate of Pay during Qualifying.** During the qualifying period, an employee given a promotion under this section shall be paid at the rate he was receiving immediately prior to said promotion. Once the employee is considered to have qualified, he shall receive the rate of pay assigned to that job classification. If that pay is lower than his current rate he will receive the lower rate during the qualifying period.
- h. **Bidding Limitations/Restrictions.** An employee who has been awarded a position and who has qualified for the position will not be permitted to bid on a vacancy with the same or lower rate of pay for a period of six (6) months after completing the qualifying period. This shall not apply to positions that are newly created during the term of this Agreement, June 1, 2012 through May 31, 2015.
- i. **Promotion to Non-bargaining Unit Positions.** If a Bargaining Unit employee is promoted to a non-Bargaining Unit position in the Department, his Bargaining Unit position will be considered a temporary vacancy for a period of thirty (30) calendar days during which time he may return to the position. Thereafter, it may be posted as a vacancy under this article.

## **ARTICLE 21**

### **TEMPORARY TRANSFERS/OUT OF CLASSIFICATION ASSIGNMENTS**

**Section 21.1. Temporary Transfers.** In connection with the efficient operations of the Employer, the Employer has the right to temporarily transfer an employee to a different classification for emergencies or for other reasons determined by the Employer, which include but are not limited to extended leaves, worker's comp, FMLA, military leave, etc. which are anticipated to be greater than thirty (30) days. Such transfers shall normally not exceed one

hundred twenty (120) calendar days unless mutually agreed to between the Union and the Employer, except if done to address an extended leave of absence (e.g., FMLA, Military Leave, Worker's Compensation/IOD Leave, etc.).

**Section 21.2. Temporary Transfer Procedure.** The Employer will determine in what classification, work location, and shift the transfer is to be offered from. After that determination is made, the Employer will make the transfer available to those employees occupying the classification and working in the work location and on the shift from which the transfer is to be made, on the basis of departmental seniority providing the senior employee has the qualifications of the position as contained in the position description and the ability to perform the duties required. Should senior qualified employee(s) not wish to fill the vacancy, the County will transfer the least senior qualified employee from the affected classification, work location, and shift into the vacancy.

**Section 21.3. Rate of Pay for Temporary Transfers.** When a temporary transfer is made by the County under this agreement to perform the duties of a position of a higher rate of pay, the payment of the higher rate will begin with the first hour of the assignment and thereafter while so assigned.

**Section 21.4. Daily Work Assignments.** Work assignments in every instance shall be made by the supervisor in charge according to the classification of each employee, with consideration given to seniority, physical ability, knowledge and experience. It shall be a condition of employment that during certain periods, any employee may be required to perform duties temporarily outside of his normal classification, when no work exists at a specific job location, during vacations, during an emergency, or otherwise as determined by the Employer.

**Section 21.5. Rate of Pay for Daily Work Assignments.** There shall be no loss in pay for these temporary changes in duties determined necessary by the Employer. When this occurs and the assignment is to a position of a higher rate, the employee shall be paid the higher rate of pay to begin the first hour of the assignment while so assigned. An employee assigned to a position of higher rate of pay must have the qualifications of the position. However, it shall be the County's determination in certain situations where an employee with the qualifications is not available, the County may assign an employee without the qualification of the position as contained in the Position Description and pay the employee the higher rate.

## **ARTICLE 22**

### **SHIFT /WORK LOCATION ASSIGNMENTS**

**Section 22.1. Employment by Shifts.** The County reserves the right to assign and allocate employees to assignments on various shifts in accordance with its operational needs. Where there is a reassignment or reallocation of positions on a shift, the Employer will offer such opportunity to employees within the affected classification by department seniority.

**Section 22.2. Location of Work.** An assignment shall be the assignment of an employee to a permanent work location. In all instances the Employer shall determine the classifications and

number of assignments within those classifications to be utilized at any work location. The County may assign its employees to any of the various districts or locations under its jurisdiction as the need may dictate from time to time. In doing so, however, the employee with the greatest departmental seniority within the classifications needed shall have first choice of such assignments and provided further that if such assignments are involuntary then employees with the least departmental seniority within the classification(s) and on the affected shift where such assignments are being made from shall be assigned at the discretion of the County.

**Section 22.3. Disciplinary Reassignments.** The County shall not utilize permanent work location reassignments as a form of discipline. If an employee believes that a reassignment is being utilized as a form of discipline, the employee may grieve the reassignment.

**Section 22.4. Operational Needs Assignments.** Nothing in this article shall limit the ability of the County to assign employees for operational needs.

### **ARTICLE 23** **MINIMUM MANNING**

Meander Plant manning will be maintained on all shifts at a minimum of two (2) employees. The County will make reasonable efforts to satisfy the manning requirement including the call-out of non-scheduled employees.

### **ARTICLE 24** **HOURS OF WORK/OVERTIME**

**Section 24.1. Standard Work Day.** The standard work day shall consist of eight (8) consecutive hours of work normally followed by sixteen (16) consecutive hours of rest in any twenty-four hour period. Because of work shift scheduling, the sixteen (16) consecutive hours of rest in any twenty-four hour period may not be applicable at all times.

**Section 24.2. Work Week Defined.** The work week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday of each week. The standard work week for all employees, except shift personnel, covered by this Agreement shall be forty hours (40) and shall consist of five (5) consecutive work days scheduled for the same week. Because of work shift scheduling, the consecutive work days may not be applicable at all times.

**Section 24.3. Overtime Pay.** All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the normal rate per hour. There shall be no pyramiding of overtime hours. Hours worked after eight (8) hours in one day shall not be included in computing overtime pay for hours beyond 40 hours in one week.

**Section 24.4. Overtime Approval.** All overtime hours shall be approved by a higher level supervisor and must be noted on the employee's time sheet.

**Section 24.5. Mandatory Overtime.** Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime, subject to Article 25, Section 1 and Article 26, Section 3.

**ARTICLE 25**  
**OVERTIME DISTRIBUTION**

**Section 25.1. Emergency/Mandatory Overtime.** Emergency situations by nature are unusual and demanding occurrences. When notified an emergency exists, an employee shall respond when called to work during the emergency situations.

**Section 25.2. Overtime Distribution Procedure.** Overtime will be offered first to the employees who perform the job on a regular basis. Following the employees who perform the job on a regular basis will be Series Seniority and finally, overall department seniority. Every effort will be made to accommodate employee seniority and distribute overtime equally, when the employee, in the opinion of the County, the employee has the ability to perform the work required.

**Section 25.3. Emergency/Call-out Lists.** Lists will be used for emergency call-outs where overtime payment is made. Lists will be updated periodically. Seniority lists corresponding to the emergency situations shall be used. When the list for the emergency situation is exhausted, the department seniority list shall be utilized.

**ARTICLE 26**  
**CALL-OUT/REPORT-IN PAY**

**Section 26.1. Minimum Call-Out.** Employees called out to work at times other than regular work schedule shall be guaranteed four (4) hours pay at the overtime rate of pay.

**Section 26.2. No Pyramiding.** In the event the same employee is called back to work within the original guaranteed four (4) hour call, only the original call-out minimum shall be paid. In the event that the total hours worked for the call-outs exceeds the call out minimum the employee will receive pay for those additional hours beyond the guaranteed four (4) hours.

**Section 26.3. Mandatory Reporting.** Employees who are contacted and are physically able shall be required to report for work when such work is of an emergency nature.

**Section 26.4. Report-In Pay.** Employees who report to work on their regular schedule and are subsequently sent home due to lack of work shall be guaranteed four (4) hours of report-in pay.

**ARTICLE 27**  
**WAGES**

**Section 27.1.** Bargaining unit members shall receive general wage increase as follows:

Effective 6/1/2012	0.0%
Effective 6/1/2013	0.0%
Effective 6/1/2014	0.0%

The actual wage rates are set forth in Appendix A and A-2, Wages.

**Section 27.2. Wage Schedule Administration.** All members of the bargaining unit hired prior to June 1, 2012, shall be grandfathered into the previous wage schedule and shall not be subject to the time based step limitations contained in Appendix A, Wages. Those members shall move through the previous steps of the wage scale until such time as they reach the top of Appendix A-2, Wages. Those members hired after June 1, 2012, shall receive pay and advance through the applicable classification in accordance with Appendix A, Wages. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after 2014 after the expiration of the parties' agreement until such time as a new agreement is in effect.

**Section 27.3. Advanced Placement on Scale.** At the discretion of the Employer, newly hired employee may be placed at a wage step commensurate with such employee's certifiable licensure qualifications. The step placement shall be made at the time of original appointment. The maximum advanced placement on the scale shall be Step 3 for a Class I hire, Step 5 for a Class II hire, and Step 7 for a Class III hire.

**Section 27.4. License Pay & Schedule Administration for Employee's Hired After 12/1/2011.** All employees hired after 12/01/12 into a position requiring a license shall be required to remain in a licensure required position in order to continue to receive license pay under Attachment 3. In the event that an employee hired after 12/01/12 bids to a non-licensure position, the employee shall forfeit his licensure pay. Additionally, the employee will forfeit any advanced placement on the scale under Section 3 and be placed on a wage schedule at the applicable rate/step based upon his years of service with the Mahoning County Sanitary Engineering Department.

## **ARTICLE 28** **PENSION PICKUP**

**Section 28.1. Pickup Reduction.** The County will provide pick-up for the employees hired prior to June 1, 2012 as follows:

Effective November 1, 2012, the Employer will provide a pick-up of five percent (5%) to PERS and the employee will contribute the remaining statutorily required pension contribution to PERS.

Effective June 1, 2013, the Employer will provide a pick-up of two and one-half percent (2.5%) to PERS and the employee will contribute the remaining statutorily required pension contribution to PERS.

Effective June 1, 2014, all employees hired prior to June 1, 2012 shall contribute the statutorily

required pension contribution to PERS as provided for in Section 2.

**Section 28.2.** For all those employees hired after June 1, 2012 and, effective June 1, 2014 for all employees hired prior to June 1, 2012, employees will be required to pay the statutorily required employee share of the pension contribution to PERS.

**ARTICLE 29**  
**LONGEVITY**

**Section 29.1. Schedule for Members Hired Prior to 6/1/2012.** All bargaining unit members hired prior to June 1, 2012 shall be eligible to receive longevity payments based on four cents (\$.04) per hour per year of continuous full-time service with the Mahoning County Sanitary Engineering Department with no cap. The following scale illustrates the calculation:

Years of Service	Longevity Added to Hourly Rate	Annual Premium
6	\$0.04	\$83.20
7	\$0.08	\$166.50
8	\$0.12	\$249.60
9	\$0.16	\$332.80
10	\$0.20	\$416.00
11	\$0.24	\$499.20
12	\$0.28	\$582.50
13	\$0.32	\$665.60
14	\$0.36	\$748.80
15	\$0.40	\$832.00
16	\$0.44	\$915.20
17	\$0.48	\$998.50
18	\$0.52	\$1,081.60
19	\$0.56	\$1,164.80
20	\$0.60	\$1,248.00
21	\$0.64	\$1,331.20
22	\$0.68	\$1,414.50
23	\$0.72	\$1,497.60
24	\$0.76	\$1,580.80
25	\$0.80	\$1,664.00
26	\$0.84	\$1,747.20
27	\$0.88	\$1,830.50
28	\$0.92	\$1,913.60
29	\$0.96	\$1,996.80
30	\$1.00	\$2,080.00
31	\$1.04	\$2,163.20

**Section 29.2. Schedule for Members Hired After 6/1/2012.** All bargaining unit members hired after June 1, 2012 shall be eligible to receive longevity payments based on

years of continuous full-time service with the Mahoning County Sanitary Engineering Department in accordance with the following schedule.

<b>Years of Service</b>	<b>Longevity Added to Hourly Rate</b>	<b>Annual Premium</b>
<b>6-9</b>	<b>\$0.04</b>	<b>\$83.20</b>
<b>10-14</b>	<b>\$0.20</b>	<b>\$416.00</b>
<b>15-19</b>	<b>\$0.40</b>	<b>\$832.00</b>
<b>20-24</b>	<b>\$0.60</b>	<b>\$1,248.00</b>
<b>25-29</b>	<b>\$0.80</b>	<b>\$1,664.00</b>
<b>30 or more</b>	<b>\$1.00</b>	<b>\$2,080.00</b>

**Section 29.3. Payment Method.** Longevity will be paid to eligible employees as follows:

- a. The hourly rate for longevity x 2,080 hours paid on the anniversary date of the employee for each year beyond five (5) years of service.
- b. **Proration.** Employees will be paid on the basis of 2,080 hours per year so long as they are accruing seniority, except where an employee is on layoff during the year. In that event, payment will be prorated with deductions for time on layoff. Payment will also be prorated where separation from employment occurs before the anniversary date.
- c. **Overtime Supplement.** The hourly rate for longevity for all hours worked in excess of 8 hours per day or 40 hours per week at the rate of 1½ times paid bi-weekly. If an employee works a holiday, the rate will be double time for the actual hours worked or guaranteed.

**ARTICLE 30**  
**SHIFT DIFFERENTIAL**

**Section 30.1. Shift Differential.** Employees scheduled to work afternoon and evening shifts or called out during those times shall be paid for shift differential pay for each hour worked on specific shifts as follows:

Afternoon Shift - \$.50 per hour  
Midnight Shift - \$.50 per hour

**ARTICLE 31**  
**LICENSURE PAY**

**Section 31.1. Failure to Renew.** Any employee failing to renew an Ohio EPA license where a premium is paid, and/or where the license is required to perform the duties of his current position and where the license is required to maintain the position, shall forfeit the premium pay for the license or licenses and will be reduced to the next lowest position in the series and forfeit the rate

for the license position. Premium Pay shall only be paid when the employee provides proof of current and valid license. No retroactive pay will be paid for time when a valid license was not in the possession of the employee. In addition, failure to notify the County of loss of license and if payment is continued to be made may result in progressive discipline.

**Section 31.2. Licensure Bonus.** A one-time \$ 250.00 licensure bonus will be paid for each License Obtained. (i.e., CDL A and B, Class I, Class II, Class III, Class IV; ASE I; ASE II; ASE III)

## **ARTICLE 32** **HAZARDOUS DUTY PAYMENTS**

**Section 32.1. Ditch/Excavation Work.** Any employee required to perform work in open ditches or excavations in depths of more than five (5) feet shall be compensated at \$1.00 per hour above the regular rate for each hour so engaged.

**Section 32.2. Excavator Operation.** The Excavator Operator pay will be the same as Ditch pay (\$1.00 premium) when the track excavator operated is rated at 31,000 lbs and greater.

**Section 32.3. Treatment Plant Supplement.** An employee in the position of a Treatment Plant Aide and working a scheduled shift without a Treatment Plant Operator will be paid an additional fifty (\$0.50) cents per hour. If the Treatment Plant Aide has a Wastewater/Water Operator Certificate, the rate of pay will be for a Treatment Plant Operator.

**Section 32.4. Hazardous Duty Supplement.** Each employee shall receive \$1081.60 per year for hazardous duty (\$.52 per hour). Payment shall be made to the employee in the first pay received in the month of December. The hourly rate for hazardous duty pay (.52 per hour) X all hours worked in excess of 8 hours per day or 40 hours per week at the rate of 1½ times paid bi-weekly. If an employee works a holiday, the rate will be double time for the actual hours worked or guaranteed.

## **ARTICLE 33** **CLOTHING ALLOWANCE**

**Section 33.1. Amount.** The Employer shall provide employees with an annual \$600.00 clothing allowance prorated at a rate of \$23.08 per pay period worked. A pay period is defined as a full eighty (80) hours worked or on paid leave. The allowance shall be paid on the anniversary date of the employee.

**Section 33.2. Dress Code.** All bargaining unit employees will be expected to report to work in appropriate attire. All bargaining unit employees will wear assigned safety gear. The County reserves the right to send any bargaining unit employee home to change if they deem the employee is not appropriately attired and to discipline in accordance with the work rules.

**Section 33.3. Appropriate Attire.** The following will constitute appropriate attire:

- a. Canvas, denim, chino, or other woven dark blue or black fabric trousers. Nylon sweats may be worn over clothing as winter cover.
- b. Any light blue or gray shirt that has a hem around the arm and necklines.
- c. Only work shoes or boots may be worn.

**Section 33.4. Inappropriate Attire.** Inappropriate attire shall include, but is not limited to:

- a. Any clothing displaying obscene or offensive language.
- b. Any clothing displaying political views or support.
- c. Any clothing which is unreasonably torn.
- d. Nylon sweats (except as winter cover), shorts, cutoffs, etc.
- e. Sandals or non-protective footwear.

**ARTICLE 34**  
**SICK LEAVE INCENTIVE PAYMENT**

**Section 34.1. Non-Usage Bonus.** Annually, an employee retaining all or a portion of sick leave earned after six (6) months will receive the following cash bonus:

<u>SICK LEAVE EARNED</u>	<u>SICK LEAVE USED</u>	<u>CASH BONUS</u>
7.5 DAYS	0 TO ½ DAY	\$250.00
7.5 DAYS	1 TO 1 ½ DAYS	\$175.00
7.5 DAYS	2 TO 2 ½ DAYS	\$125.00

**Section 34.2. Personal Incentive Day.** In addition to the cash bonus, an employee retaining eighty (80) hours or more of annually earned sick leave will be entitled to one (1) personal day.

**Section 34.3. Usage of Sick Leave for Worker’s Compensation/IOD.** If employee uses sick leave for injured-on-duty, it will not count against the sick leave incentive plan if they do not apply for Worker’s Comp. If Worker’s Comp. is applied for, in order to receive the sick leave incentive, the employee must file for reimbursement of sick leave at the time of injury.

**Section 34.4. Time Period.** For 2012, the sick leave incentive period shall be calculated as it has been done previously. Thereafter, the sick leave incentive period shall be calculated from January 1 to December 31 each year.

**ARTICLE 35**  
**INSURANCE**

**Section 35.1. Hospitalization Coverage.** The employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect coverage (i.e., single, family, two-party, etc) as provided under the offered plan(s). The employer agrees

that bargaining unit members will be provided with the same plan offerings as non bargaining unit employees of the Board of Commissioners.

**Section 35.2. Contribution Rates.** The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage.

**Section 35.3.** Eligible employees may elect single or family coverage, as may be applicable. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

**Section 35.4. Life Insurance.** The County shall provide and maintain in force by payment of the necessary premiums, life insurance in the amount provided under the County's health care plan. That amount is \$60,000 term life and \$60,000 AD&D.

**Section 35.5. Dental Insurance.** Union members will receive Dental benefits. Coverage will be self-funded through a direct reimbursement plan shown as Attachment 2.

**Section 35.6. Disability Coverage.** The Union members will have access to an employee paid Disability Plan.

**Section 35.7. Insurance Opt-Out.** The Union members will have access to an Opt-Out Plan of \$150 per month (minus taxes) paid in 26 biweekly payments.

**Section 35.8. Coverage Extension upon Death of the Employee.** The Employer agrees to continue health insurance coverage for an Employee's family upon his/her death for two (2) additional months.

## **ARTICLE 36** **HOLIDAYS**

**Section 36.1. Holidays Pay.** The following days are designated as paid, eight (8) hour, holidays for full-time bargaining unit members. Bargaining unit members will receive eight (8) hours of holiday pay for each recognized holiday provided that they meet the eligibility criteria listed below.

- |                           |                    |
|---------------------------|--------------------|
| 1. New Year's Day         | 7. President's Day |
| 2. Martin Luther King Day | 8. Memorial Day    |
| 3. Independence Day       | 9. Labor Day       |
| 4. Columbus Day           | 10. Veteran's Day  |
| 5. Thanksgiving Day       | 11. Christmas Day  |
| 6. Day after Thanksgiving | 12. Christmas Eve  |

**Section 36.2. Eligibility.** In order to be eligible to receive holiday pay, an employee must work his regularly scheduled shift before, on if applicable, and after the designated holiday, unless excused pursuant to Section 4 or is the additional personal day, deducted from sick leave, under Article 43, Section 1.

**Section 36.3. Rate of Pay for Holiday Work.** If an employee is required to work on one of the above scheduled holidays, he shall receive his holiday pay (8) regular hours plus double time for the time actually worked or guaranteed.

**Section 36.4. Excused Absences.** Documented absences with a doctor's excuse will result in the holiday pay being granted if the day before or after are not worked. The documentation must be submitted before the beginning of the next pay period or within **five (5)** days of return to work, whichever is later. If an employee calls off or goes home sick during the course of the day before or after the holiday, they will receive a pro-rated portion of the holiday on an hour for hour basis for the hours worked, if no doctor's excuse is provided.

**Section 36.5. Additional Holidays.** The Employees are entitled to any day off with pay which is declared a national holiday for all federal employees by the President.

**ARTICLE 37**  
**VACATIONS**

**Section 37.1. Eligibility/Accrual.** It is the intent of the parties to supersede ORC 9.44. Each employee, upon completion of the appropriate amount of continuous, full-time service, with the Employer, shall be entitled to a paid vacation in accordance with the following schedule:

For those unit members hired prior to 6/1/2012

<u>Upon Completion of:</u>	<u>Number of Weeks/Hours</u>	<u>Accrual Rate</u>
After one (1) year	Two (2)/80 hours	3.1 hrs/pay period
After six (6) years	Three (3) /120 hours	4.6 hrs/pay period
After twelve (12) years	Four (4) /160 hours	6.2 hrs/pay period
After nineteen (19) years	Five (5) /200 hours	7.7 hrs/pay period
After twenty-five (25) years	Six (6) /240 hours	9.2 hrs/pay period

For those unit members hired after 6/1/2012

<u>Upon Completion of:</u>	<u>Number of Weeks/Hours</u>	<u>Accrual Rate</u>
After one (1) year	Two (2)/80 hours	3.1 hrs/pay period
After six (6) years	Three (3) /120 hours	4.6 hrs/pay period
After twelve (12) years	Four (4) /160 hours	6.2 hrs/pay period
After nineteen (19) years	Five (5) /200 hours	7.7 hrs/pay period

**Section 37.2. Usage Requirements/Restrictions.** Vacation may be used in minimum increments of 1 (one) day. No more than 5, 1 day uses will be permitted in any calendar year. Vacation days may be taken on a 1 day basis up to 5 days per year for all turns, as long as the resulting day off does not involve the payment of overtime for employees on afternoon or midnight turns and weekend schedules. An additional five (5) 1 day uses will be granted on a Monday through Friday day-turn basis only. If an employee takes four (4) consecutive days in a single week, or at least five (5) days consecutively, such usage shall not be counted against an employee's maximum single day usage.

**Section 37.3. Vacation Scheduling.** Employees with the most departmental seniority should receive first preference for selection of vacation dates. Vacation schedules are to be submitted and approved by the County no later than May of each year. The County may establish reasonable rules regarding the number of employees who may be on vacation at any one time. Changes in the approved vacation schedule may be made with the approval of the County. Approval will not be unreasonably withheld, provided adequate notice is given.

**Section 37.4. Call-In while on Vacation.** The employer will make every reasonable effort to refrain from calling employees out to work who are on vacation. Should an employee be called out to work on a scheduled vacation day due to an emergency, he will be guaranteed four (4) hours of pay at his regular or overtime rate, whichever is applicable, should he work four (4) hours or less. Should he work more than four (4) hours, but less than eight (8) hours, he shall be paid eight (8) hours at his normal or overtime rate, whichever is applicable.

**Section 37.5. Vacation Carry-Over.** Vacation time, may be carried over from one year to another in accordance with the 2003 Mahoning County personnel manual. Any changes in the personnel manual for this section shall be approved by the Union & Mahoning County. An employee who will have more vacation leave than the three (3) years permitted to be carried over shall receive compensation for the excess vacation leave prior to the anniversary date of the employee when the vacation leave would exceed the maximum allowable. Payment will be made on the pay prior to the anniversary date when the vacation leave would exceed the three (3) years permitted to be retained. This vacation leave shall be paid at the current hourly rate.

**Section 37.6. Vacation Separation Payments.** A Bargaining Unit employee who retires or voluntarily leaves employment shall be paid at their current rate of pay for any earned but unused vacation leave, at the time of leaving the employ of the County. Employees who are involuntarily terminated shall forfeit all accrued but unused vacation. In the case of resignation, an employee must give two (2) weeks written notice to the Employer in order to be eligible for payment of accrued, unused vacation. In the event of the death of an employee, their designated beneficiary will receive their unused vacation leave.

**ARTICLE 38**  
**SICK LEAVE**

**Section 38.1. Accrual.** All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, one hundred twenty (120) hours annually, and may accumulate such sick leave to an unlimited amount.

**Section 38.2. Usage.** Employees may use paid sick leave, upon approval of the Employer, which approval may not be unreasonably withheld, for the following reasons:

1. illness, injury, or pregnancy related condition of the employee;
2. exposure by the employee to a contagious disease communicable to other employees;
3. illness, injury or death in the employee's immediate family; and/or
4. examination of the employee and member of the immediate family, including medical, psychological, dental, optical examination, by an appropriate practitioner.

**Section 38.3. Notification.** An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent, current language for day turn employees.

**Section 38.4. Minimum Usage.** Sick leave may be used in segments of not less than one (1) hour.

**Section 38.5. Documentation.** The Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. Such statement is not a certificate from a medical practitioner. If medical attention is required, or the absence is greater than three (3) days, a certificate from a licensed physician may be required to justify the use of sick leave. Such inquiry will not be made by the employee's immediate supervisor. The Employer may require a physician's certificate every ten (10) days to justify the continued use of leave, but the imposition of such requirement shall be subject to the reasonableness standard.

The certificate must state that the employee was examined, the date and time of such examination, that the employee cannot work, and the expected return date. Falsification of either an application for injured on duty leave, a written signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 38.6. Failure to Provide Satisfactory Documentation.** If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that the report of medical examination is unsatisfactory, the Department Head, at his discretion, may find that there is not satisfactory evidence of illness, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay. Such determination shall be subject to a reasonableness standard.

**Section 38.7. Patterned Absence.** Any abuse, excessive, or patterned use of sick leave shall be just and sufficient cause for discipline under this Agreement. Pattern use or abuse of sick leave

is evidenced by a frequency or pattern contiguous or related to holidays, weekends, vacation and/or consistent regular usage or a method of usage of available sick leave. Further abuse/pattern use shall result in disciplinary action.

**Section 38.8. Employer Required Examination.** If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

The Department Head may also 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.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon sick leave, FMLA, disability leave or disability separation.

**Section 38.9. Immediate Family Defined.** When the use of sick leave is due to illness, injury or death in the immediate family, immediate family shall be defined to only include the Employee's spouse, mother, father, child, sister, brother, or a legal guardian or other person who stands in place of a parent (in loco parentis); Employee's aunt, Employee's uncle, Employee's niece, Employee's nephew, direct in-laws (of current marriage), Employee's grandparent, Employee's grandchild, and/or stepchildren.

**Section 38.10. Sick Leave Conversion.** Upon the retirement of an employee who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time retirement for the total number of accumulated but unused sick leave hours earned by the employee, as certified by the County, provided that the number of hours shall not exceed One thousand five hundred (1500)

Upon the death of an employee regardless of years of service, they shall be compensated for unused sick leave and the payment will be made to their designated beneficiary or their estate. The method of payment will be as described above.

**Section 38.11. Sick Leave Transfer.** It is the intent of the parties to supersede ORC 124.38. An employee who transfers to the Employer from another public agency after 6/1/2012 shall not be credited with any unused accumulated sick leave. No employee hired prior to 6/1/2012 shall have their sick leave reduced as a result of this section.

**ARTICLE 39**  
**FAMILY AND MEDICAL LEAVE REQUIREMENTS**

**Section 39.1. Concurrent Leave.** Any and all leaves contained in this Agreement which meet the definition of Family and Medical leave shall be applied toward each employee's twelve (12) week entitlement to Family and Medical Leave.

**ARTICLE 40**  
**INJURY ON DUTY**

**Section 40.1.** When a bargaining unit employee is injured in the course and scope of employment while actually working for the County on assignment, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee shall be eligible for Injured on Duty leave (I.O.D), provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any prescribed course of treatment/transitional work. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 2 and there shall be no loss of benefits provided by the County or any applicable labor agreement during the period of I.O.D. leave.

**Section 40.2. Eligibility Requirements.** To be eligible for injured on duty leave, the employee shall:

1. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On-Duty Leave;
2. File for Worker's Compensation benefits with the Ohio Bureau of Worker's Compensation;
3. Furnish the County with a signed Mahoning County Authorization(s) to Release medical information relevant to the Claim;
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days; and,
5. Provide a medical certification from a physician on the list of County approved providers opining that the claimant is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

**Section 40.3. Healthcare Coverage.** An employee's healthcare coverage shall remain in effect during the period that he is receiving IOD benefits.

**Section 40.4. Independent Medical Review.** The County reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the County at any time during the leave.

**Section 40.5. Rate of Pay/Duration of Leave.** Leave will be paid at the employee's current hourly rate at the time of injury for a Period not to exceed ninety (90) calendar days.

**Section 40.6. Denial of Claim/Reimbursement.** If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, said leave shall cease and the employee will be required to reimburse the County for any amounts paid through this section. The rate and method for reimbursement will be determined by the department head on a case-by-case basis.

**Section 40.7. Concurrent FML/Exhaustion of IOD Benefits.** Family and Medical Leave time is not run concurrently with IOD benefits. An employee that is no longer eligible for IOD benefits, shall take his accrued sick, vacation, personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

**Section 40.8. Disability Separation.** If the employee is unable to return to work or unwilling to return to work, the County, in conjunction with the Appointing Authority, will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to County policy, and Ohio Administrative Code.

**Section 40.9. Transition Work.** If at any time subsequent to the occupational injury the employee is released to return to work with restrictions, the Employer may require such action. The Risk Manager will work with the employee, the union representative (if applicable), the rehabilitation vendor, the Department Head (or designee), and the Bureau of Workers' Compensation to establish the assignment. In no case will modified duty exceed thirty (30) days. Any case that needs to extend beyond 30 days, for up to two (2) additional weeks, will be reviewed by the Risk Manager and a decision in concert with the Department Head will be final. The period will be transitional in that it will provide evidence of the employee's ability to perform job functions which have been established under the review of the employee's physician of record. In using this program, it is the expectation that at the end of the 30 days, the employee will be able to return to work without restrictions.

## **ARTICLE 41** **MILITARY LEAVE**

**Section 41.1.** Any employee of the County who under active orders of a Branch of the military service of the United States who is required to attend training exercises or training programs on an annual basis shall be permitted military leave for this purpose, provided that a copy of the employee's orders are filed with the County prior to the period of absence.

**Section 41.2. Seniority/Benefits/ Pay.** The employee shall suffer no loss of seniority or benefits of any kind as a result of his participation in military exercises or programs. The County

shall pay the employee during his absence for the above purposes the difference between the amount he would normally earn, less than the amount paid by the United States during the training period.

**Section 41.3. Documentation.** Certification of his military pay shall be required of the employee in order to be eligible for this difference in pay. The difference in pay to which the employee shall be entitled shall be for a maximum period permitted under Ohio Revised Code 5923.05.

## **ARTICLE 42**

### **LEAVES OF ABSENCE WITHOUT PAY**

**Section 42.1. Medical Leave of Absence.** An employee who has exhausted his sick leave benefits shall be granted a leave of absence because of personal illness or injury upon notice supported by reasonable medical evidence, provided the employee has reported such illness or injury to his or her immediate supervisor, unless the failure to do so is due to reasons beyond his or her control. Such leave shall not exceed six (6) months. Seniority will continue to accrue during the term of the leave.

**Section 42.2. Personal Leave of Absence.** Leaves of absence may be granted in other cases for good cause shown, provided the employee has completed his probationary period. Such leave will be granted at the discretion of the Sanitary Engineer. In no case will an employee be permitted to exceed six (6) months continuous leave under this section. Seniority will continue to accrue during the term of the leave.

### **Section 42.3. Industrial Leave.**

A. **Duration.** In cases of industrial illness or injury on a Bargaining Unit position, a leave of absence without pay, unless the employee otherwise has any available paid leave to use, shall be granted upon notice supported by reasonable medical evidence for up to three (3) years, less any time spent on IOD.

B. **Termination of Leave.** Such leave shall terminate automatically when the employee is placed upon total and permanent disability, is approved for disability retirement, or when the employee is capable of returning to work as certified by the physician in charge of the case or if any claim filed for Worker's Compensation is denied by the Bureau of Worker's Compensation, whichever is shorter.

C. **Seniority while on Leave.** Seniority will continue to accrue during the term of the leave.

## **ARTICLE 43**

### **PERSONAL LEAVE**

**Section 43.1. Amount.** The County will provide all Bargaining Unit employees three (3) personal days to be used by the employee for any reason with three (3) days notice. In addition to

this, an employee may utilize one (1) additional day, deducted from the employee's sick leave balance to be taken without any restriction.

**Section 43.2. Scheduling Restrictions.** Personal days will not be permitted to accrue, or used in conjunction with sick leave: If a personal day is used in conjunction with sick leave, the personal day will not be paid. If the Employee presents a physician's statement for the sick leave used with a personal day, the employee will be paid for the personal day. The employee does not lose the personal day and may use it at a later day with approval. Three (3) days notice may be waived by the Employee's Supervisor if operational needs permit.

**Section 43.3. Proration.** For new employees hired after the first of the year, personal leave will be granted on the basis of 1 day for each completed 4 months of work for the balance of the calendar year in which the employee is hired.

#### **ARTICLE 44** **BEREAVEMENT LEAVE**

**Section 44.1.** In the event of a death in an employee's immediate family, the Employee will be entitled to bereavement leave with pay. The Employer may grant additional unpaid time off or an Employee may use accumulated vacation for additional time off, if needed.

**Section 44.2. Immediate Family/Amount.** An Employee will be entitled to bereavement leave up to three (3) consecutive work days with pay, one of which must include the day of the funeral, in the event of the death of an Employee's spouse, mother, father, child, sister, brother, or a legal guardian or other person who stands in place of a parent (in loco parentis) ; Employee's aunt, Employee's uncle, Employee's niece, Employee's nephew, direct in-laws (of current marriage), Employee's grandparent, Employee's grandchild, and/or stepchildren.

**Section 44.3. Verification/Documentation.** At the discretion of the County, verification of the death of the immediate family member and/or verification of the relationship of the deceased individual may be required at the time that the employee applies for the use of the bereavement leave.

**Section 44.4. Other Relationships/Amount.** In the event that the death is of a relative other than a member of the immediate family as defined above, an employee may utilize accumulated vacation or sick leave for two (2) days if the funeral is within the State of Ohio or three (3) days if the funeral is outside of the State of Ohio. Use of sick leave in this situation shall not count against the sick leave bonus.

#### **ARTICLE 45** **RETIREMENT INCENTIVE PLANS**

The Union will agree to the terms of any retirement incentive plan which the County may adopt for employees of the Sanitary Engineering Department so long as it is consistent with the provisions of Ohio Revised Code Section 145.297.

**ARTICLE 46**  
**LEAVE CONVERSION PROGRAM**

**Section 46.1.** In lieu of the maximum severance pay allowable under Article 38, Sick Leave, Section 10 of this Agreement, employees who have a minimum of twenty three (23) years service credit with PERS may request to convert the sick leave and vacation leave hours earned.

**Section 46.2. Maximum Payments.** Conversion of such leave shall be limited to a maximum of two hundred fifty (250) hours of sick leave per year and a maximum of two hundred fifty (250) hours of vacation leave per year.

**Section 46.3. Payment Options/Requirements.** Employees may make request for the following distribution of the outstanding sum of accumulated sick time and vacation as follows:

1. Written request to the Employer at least ninety (90) days in advance.
2. Letter of Understanding signed by Employee and Employer that specifies, upon selection option, the final distribution (including all related payroll taxes and retirement deduction, etc.), of converted leave calculated at current dollar value at time of request.

**Option 1**

Three (3) years accumulated sick and vacation entitlement shall be divided equally over three (3) years payroll at current dollar value at time of request.

**Option 2**

Two (2) years accumulated sick time and vacation entitlement shall be divided equally over two (2) year payroll at current dollar value at time of request.

**Option 3**

One (1) year accumulated sick time and vacation entitlement shall be divided over one (1) year payroll at current dollar value at time of request.

**Section 46.4. Procedures.** Upon notice from an Employee for selecting the desired option, the following procedure shall apply:

1. The Employer will value accumulated time hours at the current effective rate.
2. Applicable percentages will be applied based upon the option selected. The buy-out value will be divided by appropriate remaining payrolls.
3. The Employer and the Employee will enter into an Agreement setting the increased wages based upon the calculation.

4. Any sick time or vacation entitlement required by Employee subsequent to “notification date” will be taken from subsequent sick time and vacation entitlement earned by the Employee.
5. In the event of catastrophic illness or documented extenuating medical circumstances and upon the discretion of the Employer:
  - a. The Agreement between the Employee and the Employer shall be suspended:
  - b. The Employer shall restore sick time and vacation entitlement distribution back to the beginning date of notification:
  - c. Payments already made to the Employee under the original Agreement shall be subtracted.
  - d. The Employee will not be permitted to elect severance pay under Section 16.01 of this Agreement.

**ARTICLE 47**  
**CONTINUING EDUCATION/TESTING/LICENSURE FEES**

**Section 47.1. Testing/Tuition Fees.** Payment for all tests taken per year are to include application fee. Payment will include tuition, books and testing fee if successfully completing required courses. The costs for tuition and books will be paid only once for each license. Courses shall be for distribution, CDL, water, wastewater, collection systems and mechanic license.

**Section 47.2. Expenses.** Lodging, meals and mileage will be provided for employees who take job related tests out of town with prior approval of the Sanitary Engineer. Reimbursement for meals is limited to \$35.00 per day and mileage will be reimbursed at the current IRS rate per mile if no County vehicle is provided.

**Section 47.3. Continuing Education.** The County will provide annually twenty-four (24) hours of continuing education, approved by the Ohio EPA, for employees to maintain licenses.

**Section 47.4. Licensure Reimbursement.** The County will reimburse all job related licenses with proof of payment made by the employee.

**ARTICLE 48**  
**LICENSURE MAINTENANCE/REPORTING REQUIREMENTS**

**Section 48.1.** The parties agree that certain classifications within the bargaining unit require, as a basic condition for employment, the employee to obtain and maintain a valid motor vehicle operator’s license, Commercial Driver’s License with appropriate endorsements, or other job-related license (i.e., ASE Cert.). Driving privileges issued by the Court will only cover the employee to drive to and from our work place in their private vehicle and do not represent compliance with this article.

**Section 48.2.** The parties agree that the following provisions shall govern instances where an employee fails to maintain a required licensure.

A. **1<sup>st</sup> Offense- Failure to Maintain Licensure.** The parties agree that if an employee fails to maintain the necessary licensure and/or endorsements, but notifies the Employer prior to the beginning of the work day following the date that the employee knew, or should have known, of his failure/suspension/revocation, then the employee may be demoted to a classification where the job duties do not require the licensure, if the Employer determines vacancy is available, and assigned duties that do not involve the required licensure, so long as such work exists but for no longer than one hundred eighty (180) days.

Should the Employer determine that no vacancy exists or that non-licensure work is no longer available, the employee will be placed on an unpaid leave of absence until such time as the failure/suspension/revocation is remedied or lifted. Within fourteen (14) calendar days of the failure/suspension/revocation being remedied or lifted, the employee shall take the necessary actions to reinstate his license, present it to the Employer the valid necessary license, and return to duty. An employee that fails to take the necessary steps to reinstate his license and/or return to duty within the fourteen (14) calendar days of the failure/suspension/revocation being remedied, shall be considered to have voluntarily resigned from his position.

B. **1<sup>st</sup> Offense- Failure to Maintain Licensure without Notice to the Employer.** In addition to the above, the parties agree that if an employee fails to maintain the necessary licensure and/or endorsements, but does not notify the Employer of such failure/suspension/revocation as described above, then the employee, in addition to the provisions of part A, shall receive a thirty (30) calendar day suspension without pay.

C. **2<sup>nd</sup> Offense- Failure to Maintain Licensure.** The parties agree that if an employee fails to maintain the necessary licensure and/or endorsements for a second time during the six (6) year period from the date the employee has his license reinstated and returns to full duty, then the employee shall be subject to termination, for failure to remain qualified to perform the duties of his position.

**ARTICLE 49**  
**SUBSTANCE TESTING AND ASSISTANCE**

**Section 49.1. General.** Drug and alcohol screening/testing shall be conducted on a random basis or upon an individualized finding of reasonable suspicion which means that the County possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the inappropriate use of drugs or improper use of alcohol. Drug and/or alcohol screening shall be conducted solely for administrative purposes and except as required by law shall not be released to a third party.

**Section 49.2. Conditions for Testing.**

### **Reasonable Suspicion:**

- a. Reasonable suspicion testing will occur only when there is a demonstrable good faith belief by at least one supervisor, two if available, based upon an objective and reasonable basis that the employee is under the influence of controlled substances.
- b. At least one supervisory employee shall complete a "Condition of Employee Report," a sample of which is attached hereto as Exhibit "A" and submit this report within twenty-four (24) hours. A copy must be provided to the shop steward or another designated Union representative within twenty-four (24) hours after the completion of the report.
- c. The supervisor exercising this authority must have received the appropriate training for the detection of drug/alcohol use.
- d. Reasonable suspicion means suspicion based on specific personal observations that the County representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. Reasonable suspicion is also based on an arrest for drug usage or possession.
- e. Upon notification by the County that reasonable suspicion testing is requested, the employee may be suspended with pay pending receipt by the County of the results of the testing.

### **Random Testing:**

All Employees occupying safety sensitive positions will be subject to random, unannounced drug and alcohol testing. The selection of employees for random alcohol and drug testing will be made by a scientifically valid method that assures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year.

For the selection of employees for random testing there will be two lists. One list will have all employees who have a Commercial Driver's License (CDL) and the other list will be for all other safety sensitive employees. At least 50 percent of the total number of all employees (on each list) will be subject to random drug testing and 25 percent subject to random alcohol testing each year.

Employees with a CDL will be regulated according to the Federal Motor Carrier Safety Administration requirements. The requirements as set forth in this policy will apply to all other employees.

### **Section 49.3. Procedure For Testing.**

- a. The employee shall promptly report to the collection center when requested to submit to testing by the County. The County will provide transportation for the employee to the collection center.
- b. If a Union steward or a designated Union representative is present at the site or reasonably available at the time the employee is to be notified to report to the collection facility for drug-testing, the County representative will use best efforts to notify the Union steward or the designated Union representative before or simultaneously with said notification to the employee. The County will make a good faith effort to allow the employee to consult with a Union representative prior to reporting to the collection facility, provided however, that the failure of a Union representative to be present within sixty (60) minutes after notification to the Union as provided for above and/or the inability of the employee to locate or meet with a Union representative will in no way affect the requirement of the employee to promptly report to the collection facility.
- c. The employee will sign a consent form authorizing the taking of the urine specimen and the release of the results of the urine laboratory tests to the County and to the Union. The failure or refusal of the employee to sign the consent form does not affect the requirement of the employee to promptly report to the collection facility and to provide the required urine specimen for testing.
- d. All urine specimens will be taken off site at a collection facility using the NIDA approved collection procedure to insure individual employee privacy and will be sent to a NIDA approved lab in accordance with the proper chain of custody and storage procedures.
- e. The cost of all urine testing as set forth herein shall be paid by the County.
- f. In the case of any testing required by the County, employees shall be compensated for all lost wages between the time they were directed to be tested and the time the results of the tests are issued.
- g. There will be a split sample. When a test kit is received by a laboratory, one (1) sealed urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be immediately placed in secure refrigerated storage.

The employee will be given two (2) containers for the urine specimen. The two (2) containers must be filled with no less than sixty (60) milliliters of urine in total and then forwarded to an approved laboratory for testing. If the first (1st) laboratory tests the specimen as positive pursuant to the testing methodology, the second (2nd) urine specimen will be forwarded by the first (1st) laboratory to another independent and unrelated, approved laboratory of the parties' choice for GCMS confirmatory testing of the presence of the drug. Corrective action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug.

h. Specimen Retention.

1. Urine specimens which test positive will be preserved for a period of not less than twelve (12) months. The County agrees to make arrangements with the medical facility which is performing the testing, to require the preservation of the samples as provided. All samples of urine will be preserved until the final resolution of any grievance and/or lawsuit.
2. When a grievance is filed as a result of a positive drug test, the Union shall have the Grievant provide written certification for the Laboratory and the MRO to release individual test results to the County and the Union.

**Section 49.4. Testing Results.**

A. Drug Testing Results:

1. Drug testing shall consist of an immunoassay test (EMIT) for initial screening and, if positive, followed by a confirmatory test using gas chromatography/mass spectrometry (GC/MS) techniques.
2. The test levels have been developed by the U.S. Department of Health and Human Services and are subject to change, as technology changes. Those standards are hereby incorporated by reference and currently are as follows:

<u>Initial Screen(Ng/ml)</u>	<u>Confirmatory Screen(Ng/ml)</u>	
Marijuana metabolites	50	15
Cocaine metabolites	300	150
Opiate metabolites	300*	300
Phencyclidine (PCP)	25	25
Amphetamines	1,000	500-amphetamine 500-methamphetamine
Opiates	2,000 ng/ml	2,000 ng/ml
Oxycodone (oxycotin)	100 ng/ml	100 ng/ml
Propoxyphene (e.g. davor/darvocet)	300 ng/ml	300 ng/ml
Benzodiazepines (e.g. xanax/vicoden)	300 ng/ml	300 ng/ml
Barbiturates (CNS depressants)	200 ng/ml	200 ng/ml
Methylenedioxymethyl amphetamine (Ecstasy)	500 ng/ml	500 ng/ml

\*25 Ng/ml if immunoassay specific for free morphine

\*\*NOTE: The above commonly listed drug names are in no way to be considered a limitation on the testing process and are for illustrative and informative purposes only. The fact that a specific medication or drug is not listed beside the drug category does not mean that an employee is excused from the consequences of testing above the prescribed category levels in this article.

3. In the event levels are below those listed above, the result shall be negative and the report shall specify only that the test result was negative for the particular substance. Under no circumstance may the County obtain results deemed negative under either screen. All lab reports are to be reviewed by the MRO. Test results are to be treated for purposes as confidential medical reports.

B. Presumptions, Results and Discipline Not Exclusive:

1. The presumptions and the results of the foregoing subparagraph A. shall not be construed as limiting the introduction of any other evidence bearing upon the question of whether or not the employee was under the influence from the use of any controlled substances. Likewise, said presumptions or results do not in any way limit the right of management to take disciplinary action against the employee for any rule violations that may have occurred; in addition to any action management may take pursuant to the provisions herein.

- C. Alcohol Testing Results. Any appropriate alcohol test resulting in a reading of .04% or higher will be considered to be positive.

**Section 49.5. Drug/Alcohol Testing Policies.**

A. Failure to comply with procedures during specimen collection.

1. Upon notification that an employee has failed to appear for a scheduled collection, the employee shall provide the reason for failing to appear for the scheduled collection.
2. If the employee provides a legitimate reason for failing to report, no disciplinary action will be taken. In that event, the specimen collection will be rescheduled as soon as possible.
3. If an employee does not provide a legitimate reason for failing to report for the scheduled collection, the employee shall be disciplined.
4. A refusal by an employee to provide a specimen at the collection site will constitute a presumption that the employee is “under the influence” of controlled substances. An employee that has refused to provide a specimen at the collection site shall be disciplined.
5. Upon notification that an employee failed to provide a sufficient quantity of urine (at least sixty (60) milliliters), the County Representative shall confirm through the Medical Review Officer (MRO) that the employee has no medically valid reason for failing to provide a sufficient specimen. Upon receipt of such confirmation, the employee may be disciplined. In the event the employee had a medically valid reason for failing to provide a sufficient quantity of urine, the test will be rescheduled as soon as possible.

6. Upon notification and receipt of verified results from the laboratory and/or MRO that an employee has attempted to or has tampered with, adulterated and/or substituted a urine sample, the employee shall be immediately disciplined without regard to the results of the test.

**Section 49.6. Positive Results.** Upon the findings of positive for a controlled substance by the chemical tests, an employee who has tested positive for the presence of illegal drugs for the first time pursuant to this section shall be referred to an employee assistance program or detoxification program at the employee's expense (unless covered by health insurance), as determined by appropriate medical personnel.

**Section 49.7. Discipline for Testing Process/Follow Up Issues.** An employee that refuses to comply with the testing process, refuses to participate in the EAP or counseling, or refuses to undergo rehabilitation or detoxification, or fails to complete a program of rehabilitation, shall be subject to discipline under Section 14 as if it was a positive test.

**Section 49.8. Leave during Treatment.** An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a family and medical leave of absence without pay for the period of the rehabilitation or detoxification program.

**Section 49.9. Return to Duty/Follow Up Testing.** Upon completion of such program and a retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the sole discretion of the County upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a family and medical leave of absence without pay for a period not to exceed 90 days. For the purpose of this article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

**Section 49.10. Testing Costs.** Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the County.

**Section 49.11. Lab Report Access.** The employee and the Union shall be given a copy of the laboratory report of both specimens for drug/alcohol testing before any discipline is imposed.

**Section 49.12. False Accusations.** Employees that purposely make false accusations pursuant to this section shall be subject to discipline, up to and including termination.

**Section 49.13. Records of Discipline for Drug/Alcohol Related Issues.** Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent non-drug and alcohol related disciplinary actions for a period of three (3) years, provided there have been no intervening disciplinary incidents. Discipline for drug and alcohol-related offenses

or violations of the parties' drug and alcohol testing policy are subject to expiration after a period of five (5) years, provided that there have been no intervening drug or alcohol related offenses.

**Section 49.14. Disciplinary Action.** Personnel found to be tested positive of substance abuse shall have the following disciplinary action taken against them:

First Offense: Five (5) day suspension; employee must enroll within ten days and complete a rehabilitation program and receive approval to return to work from a Substance Abuse Professional. An employee may use vacation leave, sick leave, or personal days to attend rehabilitation.

Second Offense: Thirty (30) day suspension; employee must enroll within ten days and complete a rehabilitation program and receive approval to return to work from a Substance Abuse Professional. An employee may use vacation leave, sick leave, personal days to attend rehabilitation.

Third Offense: Termination. The Union retains the right to challenge through the grievance procedure any action taken or decision made by the County under this Article.

## **ARTICLE 50 POWERS AND DUTIES OF THE COUNTY**

**Section 50.1.** The parties, in all provisions hereof, recognize that the County Sanitary Engineer cannot delegate his rights and duties as provided by the laws of the State of Ohio, to make final decisions and to exercise his legal discretion.

**Section 50.2.** The terms and conditions of this Agreement in all instances shall be subject to legal duties of the County Sanitary Engineer, legal duties of the County Commissioners, and all applicable existing and future laws which govern the operation of County government.

## **ARTICLE 51 CONFORMITY TO LAW AND SEVERABILITY**

**Section 51.1.** This Agreement shall be subject to any applicable present and future Federal or State laws and rules and regulations and the invalidity of any provisions of this Agreement by reason of any such applicable existing or future law or rule or regulation shall not affect the validity of the surviving portions.

**Section 51.2.** If 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 decisions shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

**Section 51.3.** In the event any provision of this Agreement is rendered invalid or unenforceable, the parties agree to meet and negotiate alternate language

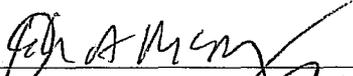
**ARTICLE 52**  
**DURATION**

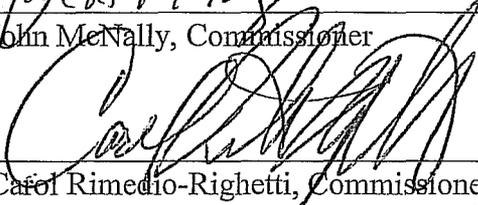
**Section 52.1.** The effective date of this Agreement relative to wages, fringe benefits and all other working conditions hereinafter listed shall be June 1, 2012. The termination date of this Agreement shall be May 31, 2015.

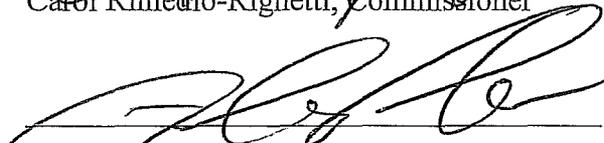
**SIGNATURE PAGE**

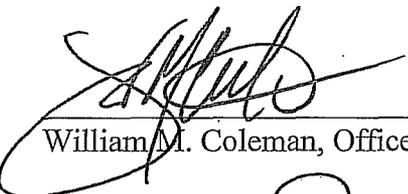
Executed and approved this Nov 1st day of November 2012.

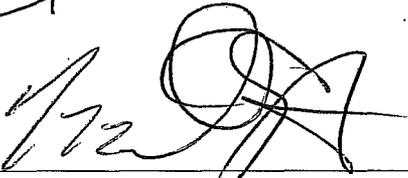
**FOR THE MAHONING COUNTY  
BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
John McNally, Commissioner

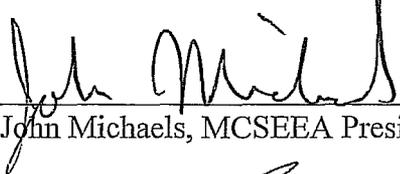
  
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Carol Rimeolo-Righetti, Commissioner

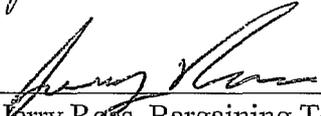
  
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Anthony Traficanti, Commissioner

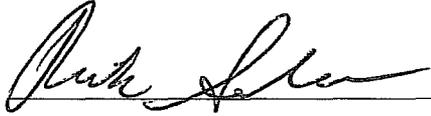
  
\_\_\_\_\_  
William M. Coleman, Office Manager

  
\_\_\_\_\_  
Michael D. Esposito, Chief Negotiator  
Clemans Nelson and Associates

**FOR THE COMMUNICATIONS  
WORKERS OF AMERICA**

  
\_\_\_\_\_  
John Michaels, MCSEEA President

  
\_\_\_\_\_  
Jerry Ross, Bargaining Team

  
\_\_\_\_\_  
Rick Salreno, Bargaining Team

\_\_\_\_\_  
Ralph Moore, Bargaining Team

  
\_\_\_\_\_  
Dennis Haines, Union Counsel

**APPENDIX A PAY SCHEDULE  
BASED UPON YEARS OF SERVICE**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
	Entry	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years
Position	60.0%	62.5%	65.0%	67.5%	70.0%	72.5%	75.0%	77.5%	80.0%	82.5%	85.0%	87.5%	90.0%	92.5%	95.0%	97.5%	100%
Laborer	\$9.11	\$9.49	\$9.87	\$10.25	\$10.63	\$11.01	\$11.39	\$11.76	\$12.14	\$12.52	\$12.90	\$13.28	\$13.66	\$14.04	\$14.42	\$14.80	\$15.18
Mechanic I	\$12.78	\$13.31	\$13.85	\$14.38	\$14.91	\$15.44	\$15.98	\$16.51	\$17.04	\$17.57	\$18.11	\$18.64	\$19.17	\$19.70	\$20.24	\$20.77	\$21.30
Mechanic II	\$13.61	\$14.18	\$14.74	\$15.31	\$15.88	\$16.44	\$17.01	\$17.58	\$18.14	\$18.71	\$19.28	\$19.85	\$20.41	\$20.98	\$21.55	\$22.11	\$22.68
Mechanic III	\$14.43	\$15.03	\$15.63	\$16.23	\$16.84	\$17.44	\$18.04	\$18.64	\$19.24	\$19.84	\$20.44	\$21.04	\$21.65	\$22.25	\$22.85	\$23.45	\$24.05
Treat. Plant Aide	\$12.78	\$13.31	\$13.85	\$14.38	\$14.91	\$15.44	\$15.98	\$16.51	\$17.04	\$17.57	\$18.11	\$18.64	\$19.17	\$19.70	\$20.24	\$20.77	\$21.30
Treat. Plant Operator	\$13.61	\$14.18	\$14.74	\$15.31	\$15.88	\$16.44	\$17.01	\$17.58	\$18.14	\$18.71	\$19.28	\$19.85	\$20.41	\$20.98	\$21.55	\$22.11	\$22.68
Treat. Plant Supervisor 1	\$14.03	\$14.61	\$15.20	\$15.78	\$16.37	\$16.95	\$17.54	\$18.12	\$18.70	\$19.29	\$19.87	\$20.46	\$21.04	\$21.63	\$22.21	\$22.80	\$23.38
Treat. Plant Supervisor 2	\$14.42	\$15.02	\$15.62	\$16.22	\$16.82	\$17.42	\$18.02	\$18.62	\$19.22	\$19.82	\$20.43	\$21.03	\$21.63	\$22.23	\$22.83	\$23.43	\$24.03
Laboratory Tech	\$13.65	\$14.22	\$14.79	\$15.36	\$15.93	\$16.49	\$17.06	\$17.63	\$18.20	\$18.77	\$19.34	\$19.91	\$20.48	\$21.04	\$21.61	\$22.18	\$22.75
Laboratory Tech I	\$13.84	\$14.42	\$15.00	\$15.57	\$16.15	\$16.73	\$17.30	\$17.88	\$18.46	\$19.03	\$19.61	\$20.19	\$20.76	\$21.34	\$21.92	\$22.49	\$23.07
Laboratory Tech II	\$14.42	\$15.02	\$15.62	\$16.22	\$16.82	\$17.42	\$18.02	\$18.62	\$19.22	\$19.82	\$20.43	\$21.03	\$21.63	\$22.23	\$22.83	\$23.43	\$24.03
Ass't Plant Maint Eng. I	\$14.03	\$14.61	\$15.20	\$15.78	\$16.37	\$16.95	\$17.54	\$18.12	\$18.70	\$19.29	\$19.87	\$20.46	\$21.04	\$21.63	\$22.21	\$22.80	\$23.38
Plant Maint Engineer I	\$14.42	\$15.02	\$15.62	\$16.22	\$16.82	\$17.42	\$18.02	\$18.62	\$19.22	\$19.82	\$20.43	\$21.03	\$21.63	\$22.23	\$22.83	\$23.43	\$24.03
Const. Maint Worker I	\$12.78	\$13.31	\$13.85	\$14.38	\$14.91	\$15.44	\$15.98	\$16.51	\$17.04	\$17.57	\$18.11	\$18.64	\$19.17	\$19.70	\$20.24	\$20.77	\$21.30
Const. Maint Worker II	\$13.16	\$13.71	\$14.25	\$14.80	\$15.35	\$15.90	\$16.45	\$17.00	\$17.54	\$18.09	\$18.64	\$19.19	\$19.74	\$20.29	\$20.83	\$21.38	\$21.93
Const. Maint Worker III	\$13.61	\$14.18	\$14.74	\$15.31	\$15.88	\$16.44	\$17.01	\$17.58	\$18.14	\$18.71	\$19.28	\$19.85	\$20.41	\$20.98	\$21.55	\$22.11	\$22.68
Facilities Maint Worker I	\$12.78	\$13.31	\$13.85	\$14.38	\$14.91	\$15.44	\$15.98	\$16.51	\$17.04	\$17.57	\$18.11	\$18.64	\$19.17	\$19.70	\$20.24	\$20.77	\$21.30
Facilities Maint Worker II	\$13.16	\$13.71	\$14.25	\$14.80	\$15.35	\$15.90	\$16.45	\$17.00	\$17.54	\$18.09	\$18.64	\$19.19	\$19.74	\$20.29	\$20.83	\$21.38	\$21.93
Facilities Maint Worker III	\$13.61	\$14.18	\$14.74	\$15.31	\$15.88	\$16.44	\$17.01	\$17.58	\$18.14	\$18.71	\$19.28	\$19.85	\$20.41	\$20.98	\$21.55	\$22.11	\$22.68
Sewer Jet Worker I	\$12.78	\$13.31	\$13.85	\$14.38	\$14.91	\$15.44	\$15.98	\$16.51	\$17.04	\$17.57	\$18.11	\$18.64	\$19.17	\$19.70	\$20.24	\$20.77	\$21.30
Sewer Jet Worker III	\$13.61	\$14.18	\$14.74	\$15.31	\$15.88	\$16.44	\$17.01	\$17.58	\$18.14	\$18.71	\$19.28	\$19.85	\$20.41	\$20.98	\$21.55	\$22.11	\$22.68
Video Insp. Syst. Op. II	\$13.16	\$13.71	\$14.25	\$14.80	\$15.35	\$15.90	\$16.45	\$17.00	\$17.54	\$18.09	\$18.64	\$19.19	\$19.74	\$20.29	\$20.83	\$21.38	\$21.93
Video Insp. Syst. Op. III	\$13.61	\$14.18	\$14.74	\$15.31	\$15.88	\$16.44	\$17.01	\$17.58	\$18.14	\$18.71	\$19.28	\$19.85	\$20.41	\$20.98	\$21.55	\$22.11	\$22.68
Construction Inspector I	\$12.78	\$13.31	\$13.85	\$14.38	\$14.91	\$15.44	\$15.98	\$16.51	\$17.04	\$17.57	\$18.11	\$18.64	\$19.17	\$19.70	\$20.24	\$20.77	\$21.30
Construction Inspector II	\$13.16	\$13.71	\$14.25	\$14.80	\$15.35	\$15.90	\$16.45	\$17.00	\$17.54	\$18.09	\$18.64	\$19.19	\$19.74	\$20.29	\$20.83	\$21.38	\$21.93
Construction Inspector III	\$13.61	\$14.18	\$14.74	\$15.31	\$15.88	\$16.44	\$17.01	\$17.58	\$18.14	\$18.71	\$19.28	\$19.85	\$20.41	\$20.98	\$21.55	\$22.11	\$22.68
General Maint. Worker I	\$12.78	\$13.31	\$13.85	\$14.38	\$14.91	\$15.44	\$15.98	\$16.51	\$17.04	\$17.57	\$18.11	\$18.64	\$19.17	\$19.70	\$20.24	\$20.77	\$21.30
General Maint. Worker II	\$13.16	\$13.71	\$14.25	\$14.80	\$15.35	\$15.90	\$16.45	\$17.00	\$17.54	\$18.09	\$18.64	\$19.19	\$19.74	\$20.29	\$20.83	\$21.38	\$21.93
General Maint. Worker III	\$13.61	\$14.18	\$14.74	\$15.31	\$15.88	\$16.44	\$17.01	\$17.58	\$18.14	\$18.71	\$19.28	\$19.85	\$20.41	\$20.98	\$21.55	\$22.11	\$22.68

**APPENDIX A-2 PAY SCHEDULE**

**APPLICABLE TO THOSE EMPLOYEES HIRED PRIOR TO 6/1/2012**

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>Position</u>	65%	70%	74%	79%	83%	87%	93%	96%	100%
Laborer	\$11.38	\$12.14	\$12.90	\$13.67	\$14.43	\$15.18	\$16.18	\$16.78	\$17.40
Mechanic I	\$15.97	\$17.02	\$18.09	\$19.16	\$20.23	\$21.30	\$22.61	\$23.44	\$24.31
Mechanic II	\$17.00	\$18.13	\$19.28	\$20.41	\$21.55	\$22.68	\$24.05	\$24.94	\$25.87
Mechanic III	\$18.03	\$19.22	\$20.45	\$21.63	\$22.85	\$24.05	\$25.49	\$26.44	\$27.41
Treatment Plant Aide	\$15.97	\$17.02	\$18.09	\$19.16	\$20.23	\$21.30	\$22.61	\$23.44	\$24.31
Treatment Plant Operator	\$17.00	\$18.13	\$19.28	\$20.41	\$21.55	\$22.68	\$24.05	\$24.94	\$25.87
Treatment Plant Supervisor 1	\$17.55	\$18.70	\$19.87	\$21.06	\$22.22	\$23.38	\$24.79	\$25.71	\$26.66
Treatment Plant Supervisor 2	\$18.01	\$19.22	\$20.44	\$21.62	\$22.82	\$24.03	\$25.47	\$26.41	\$27.39
Laboratory Tech	\$17.08	\$18.22	\$19.35	\$20.49	\$21.62	\$22.75	\$24.13	\$25.02	\$25.95
Laboratory Tech I	\$17.30	\$18.46	\$19.60	\$20.75	\$21.92	\$23.07	\$24.46	\$25.37	\$26.31
Laboratory Tech II	\$18.01	\$19.22	\$20.44	\$21.62	\$22.82	\$24.03	\$25.47	\$26.41	\$27.39
Ass't Plant Maint Engineer I	\$17.55	\$18.70	\$19.87	\$21.06	\$22.22	\$23.38	\$24.79	\$25.71	\$26.66
Plant Maint Engineer I	\$18.01	\$19.22	\$20.44	\$21.62	\$22.82	\$24.03	\$25.47	\$26.41	\$27.39
Construction Maint Worker I	\$15.97	\$17.02	\$18.09	\$19.16	\$20.23	\$21.30	\$22.61	\$23.44	\$24.31
Construction Maint Worker II	\$16.46	\$17.56	\$18.64	\$19.75	\$20.85	\$21.93	\$23.27	\$24.13	\$25.02
Construction Maint Worker III	\$17.00	\$18.13	\$19.28	\$20.41	\$21.55	\$22.68	\$24.05	\$24.94	\$25.87
Facilities Maint Worker I	\$15.97	\$17.02	\$18.09	\$19.16	\$20.23	\$21.30	\$22.61	\$23.44	\$24.31
Facilities Maint Worker II	\$16.46	\$17.56	\$18.64	\$19.75	\$20.85	\$21.93	\$23.27	\$24.13	\$25.02
Facilities Maint Worker III	\$17.00	\$18.13	\$19.28	\$20.41	\$21.55	\$22.68	\$24.05	\$24.94	\$25.87
Sewer Jet Worker I	\$15.97	\$17.02	\$18.09	\$19.16	\$20.23	\$21.30	\$22.61	\$23.44	\$24.31
Sewer Jet Worker III	\$17.00	\$18.13	\$19.28	\$20.41	\$21.55	\$22.68	\$24.05	\$24.94	\$25.87
Video Inspection System Operator II	\$16.46	\$17.56	\$18.64	\$19.75	\$20.85	\$21.93	\$23.27	\$24.13	\$25.02
Video Inspection System Operator III	\$17.00	\$18.13	\$19.28	\$20.41	\$21.55	\$22.68	\$24.05	\$24.94	\$25.87
Construction Inspector I	\$15.97	\$17.02	\$18.09	\$19.16	\$20.23	\$21.30	\$22.61	\$23.44	\$24.31
Construction Inspector II	\$16.46	\$17.56	\$18.64	\$19.75	\$20.85	\$21.93	\$23.27	\$24.13	\$25.02
Construction Inspector III	\$17.00	\$18.13	\$19.28	\$20.41	\$21.55	\$22.68	\$24.05	\$24.94	\$25.87
General Maintenance Worker I	\$15.97	\$17.02	\$18.09	\$19.16	\$20.23	\$21.30	\$22.61	\$23.44	\$24.31
General Maintenance Worker II	\$16.46	\$17.56	\$18.64	\$19.75	\$20.85	\$21.93	\$23.27	\$24.13	\$25.02
General Maintenance Worker III	\$17.00	\$18.13	\$19.28	\$20.41	\$21.55	\$22.68	\$24.05	\$24.94	\$25.87

\* Note the above pay schedule applies to all Employees hired prior to 6/1/2012.

**APPENDIX B**  
**IOD/WORKERS' COMPENSATION PROVIDERS**

Note: The attached list represents the County's tentative list of approved providers for IOD. Generally this list will be reviewed, finalized, and updated in January of each year. Other modifications and adjustments to the list may occur during the course of the year at the discretion of the County.

Physicians not on the approved list will be considered on a case-by-case basis. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the County Risk Manager for consideration.

The Employer agrees to notify the union at least fourteen (14) days prior to revising the provider list and upon request to meet and discuss such action.

KENNEDY, DAVID M., MD	Physician (MD)	1300 BOARDMAN CANFIELD RD	BOARDMAN	44512-4074	(330)758-212	Internal Medicine
RICCIARDI, SANTUCCIO M.D.	Physician (MD)	7067 TIFFANY BLVD STE 250	YOUNGSTOWN	44514-1993	(330)726-450	Internal Medicine
EL-HAYEK, MOUNIR MD	Physician (MD)	2955 CANFIELD RD	YOUNGSTOWN	44511-2804	(330)270-011	Internal Medicine
MENDEZ, CONSUELO A., M.D. INC.	Group Practice	2955 CANFIELD RD	YOUNGSTOWN	44511-2804	(330)270-011	Internal Medicine
KELLEY, SUSAN G. MD	Physician (MD)	7067 TIFFANY BLVD STE 240	POLAND	44514-1981		Internal Medicine
NALLAPANENI, SUDHIR K MD	Physician (MD)	550 PARMALEE AVE STE 100	YOUNGSTOWN	44510-1602	(330)747-861	Internal Medicine
<b>Allergy</b>						
KOLLIPARA, ROOP K MD	Physician (MD)	540 PARMALEE AVE STE 410	YOUNGSTOWN	44510-1605	(330)747-675	Allergy
<b>Cardiovascular</b>						
HOFFMAN, DAVID A DO	Physician (DO)	1220 BELMONT AVE	YOUNGSTOWN	44504-1102	(330)743-364	Cardiovascular
KATZ, ALLAN DO	Physician (DO)	905 SAHARA TR	POLAND	44514-3687	(330)726-010	Cardiovascular
AROMATORIO, GEORGE J., MD	Physician (MD)	905 SAHARA TRL	POLAND	44514-3687	(330)726-010	Cardiovascular
BALLAS, STEVEN L., MD	Physician (MD)	250 DEBARTOLO PL	YOUNGSTOWN	44512-7004	(330)758-770	Cardiovascular
BURLEY, MICHAEL W., MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-327	Cardiovascular
HOUSTON, ROBERT R. M.D.	Physician (MD)	905 SAHARA TRL	POLAND	44514-3687	(330)726-010	Cardiovascular
HUNT, ROBERT E. MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702		Cardiovascular
HUSAIN, SADIQ SYED, MD	Physician (MD)	1001 BELMONT AVE	YOUNGSTOWN	44504-1003		Cardiovascular
MAZANEK, GREGORY J. MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-327	Cardiovascular
SCHMETTERER, LAWRENCE I MD	Physician (MD)	550 PARMALEE AVE STE 300	YOUNGSTOWN	44510-1602	(330)743-360	Cardiovascular
STEFEK, PAUL., MD	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-327	Cardiovascular
YOUNG, GARY A. M.D.	Physician (MD)	1325 5TH AVE	YOUNGSTOWN	44504-1702	(330)744-327	Cardiovascular
<b>Dermatology</b>						
WOODS, SUSAN M.D.	Physician (MD)	20 OHLTOWN RD	YOUNGSTOWN	44515-2331	(330)799-021	Dermatology
<b>Gastroenterology</b>						
YOSSEF, SAYED MD INC	Group Practice	3304 STONES THROW AVE	POLAND	44514-4204	(330)707-111	Gastroenterology
<b>General Surgery</b>						
DEVITO, PETER M. M.D., INC.	Group Practice	550 PARMALEE AVE STE 400	YOUNGSTOWN	44510-1602	(330)744-701	General Surgery
DEVITO, PETER M. MD., INC	Group Practice	7355 CALIFORNIA AVE	BOARDMAN	44512-5602	(330)744-701	General Surgery
GARCIA ARMAND M.D., INC.	Group Practice	25 MANOR HILL DR	CANFIELD	44406-1596	(330)702-141	General Surgery
MCAULEY, CLYDE MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)480-390	General Surgery
SPIRTOS, GEORGE MD	Physician (MD)	7355 CALIFORNIA AVE	BOARDMAN	44512-5602	(330)726-008	General Surgery
<b>Nephrology</b>						
SOUNDARARAJAN, RAMESH MD	Physician (MD)	1340 BELMONT AVE ste 2300	YOUNGSTOWN	44504-1129	(330)746-148	Nephrology

VASSILAROS, LEONIDAS G MD	Physician (MD)	1340 BELMONT AVE STE 2300	YOUNGSTOWN	44504-1125	(330)746-1486	Nephrology
<b>Neurology/Neurosurgery</b>						
SIEGAL, JOEL D MD	Physician (MD)	540 PARMALEE AVE STE 310	YOUNGSTOWN	44510-1605	(330)747-1426	Neurological Surgery
NAGPAUL, AMARJEET S. M.D., INC.	Group Practice	755 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4300	(440)726-5506	Neurology
ANSEVIN, CARL F., MD	Physician (MD)	819 MCKAY CRT. STE 101	BOARDMAN	44512-5789		Neurology
BECKER, JOHN R. JR., M.D.	Physician (MD)	550 PARMALEE AVE STE 200	YOUNGSTOWN	44510-1602	(330)746-4006	Neurology
SINGH, PARDUMAN MD	Physician (MD)	126 YORK AVE	YOUNGSTOWN	44512-5615	(330)726-7816	Neurology
KOLLURI, GLENN IMMANUEL MD	Physician (MD)	1340 BELMONT AVE STE 2200	YOUNGSTOWN	44504-1131	(330)746-7406	Neuropsychiatry
<b>Ophthalmology</b>						
MATTHEWS, MAUREEN M.D.	Physician (MD)	7087 W BLVD SQUARE 3	YOUNGSTOWN	44512-0000	(330)758-8183	Ophthalmology
OH, KONG T., MD	Physician (MD)	8110 MARKET ST	YOUNGSTOWN	44512-6243	(330)758-0906	Ophthalmology
SEVACHKO, GERALD S MD	Physician (MD)	7422 SOUTHERN BLVD	YOUNGSTOWN	44512-5629	(330)758-3933	Ophthalmology
WILSON, KEITH A MD	Physician (MD)	10 DUTTON DR	YOUNGSTOWN	44502-1818	(330)746-7693	Ophthalmology
SEVACHKO, GERALD S., MD INC	Group Practice	7422 SOUTHERN BLVD	YOUNGSTOWN	44512-5629	(330)758-3933	Ophthalmology
JOLY, THOMAS J. MD	Physician (MD)	10 DUTTON DR	YOUNGSTOWN	44502-1818		Ophthalmology
<b>Orthopedic Surgery</b>						
CUTTICA, ROBERT JOSEPH MD	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0573	Orthopaedic Surgery
DUFFETT, RAYMOND S., MD	Physician (MD)	1335 BELMONT AVE	YOUNGSTOWN	44504-1103	(216)747-2706	Orthopaedic Surgery
PAGANO, PAUL MD	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0573	Orthopaedic Surgery
SCHWENDEMAN, LESLIE J. M.D.	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0573	Orthopaedic Surgery
SHAER, JAMES A MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)480-3996	Orthopaedic Surgery
STEFKO, JOSEPH M., MD	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0573	Orthopaedic Surgery
BONIFACE, RAYMOND S., MD, INC.	Group Practice	24 BOTSFORD ST	POLAND	44514-1755	(330)757-9274	Orthopedic Surgery
DUFFETT, RAYMOND S., MD, INC	Group Practice	1335 BELMONT AVE	YOUNGSTOWN	44504-1103	(330)747-2706	Orthopedic Surgery
MILADORE, MICHAEL J. M.D., INC.	Group Practice	1335 BELMONT AVE	YOUNGSTOWN	44504-1103	(330)747-2706	Orthopedic Surgery
JAMISON, JAMES P. M.D.	Physician (MD)	6470 TIPPECANOE RD	CANFIELD	44406-9008	(330)758-0573	Orthopedic Surgery
<b>Otolaryngology</b>						
WOOD, ARTHUR P MD	Physician (MD)	7227 GLENWOOD AVE	YOUNGSTOWN	44512-4853	(330)629-2142	Otolaryngology
<b>Physical Medicine</b>						
MIKOLICH, LYNN M. M.D.	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44501-	(330)480-3093	Physical Medicine/Rehab
<b>Pulmonary Specialist</b>						
ABOU-JAUDE, SALIM S., MD	Physician (MD)	960 WINDHAM CT #1	BOARDMAN	44512-5087	(330)726-5673	Pulmonary Disease
BINDRA, AKHIL P., MD	Physician (MD)	960 WINDHAM CT	YOUNGSTOWN	44512-5087	(330)726-3353	Pulmonary Disease
PROIA, NICHOLAS G MD	Physician (MD)	89 N MAIN STREET	POLAND	44514-1693	(330)707-5863	Pulmonary Disease
<b>Thoracic Surgery</b>						
FRANCO, ALEJANDRO A., MD	Physician (MD)	540 PARMALEE AVE STE 510	YOUNGSTOWN	44510-1605	(330)744-2113	Thoracic Surgery

YOON, PYONGSON D., MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)884-4576	Thoracic Surgery
<b>Urology</b>						
BITONTE, A. GARY M.D.	Physician (MD)	5395 BAY HILL DR	CANFIELD	44406-9010	(330)759-9119	Urology
MCELROY, JOHN B. M.D.	Physician (MD)	904 SAHARA TR	YOUNGSTOWN	44514-	(330)758-9781	Urology
MUSSELMAN, PAUL W. M.D.	Physician (MD)	904 SAHARA TRL	YOUNGSTOWN	44514-3667	(330)758-9781	Urology
<b>Vascular Surgery</b>						
KOLLIPARA, VENKATA SK	Physician (MD)	540 PARMALEE AVE	YOUNGSTOWN	44510-1716	(330)747-1106	Vascular Surgery
<b>Foot/Ankle Care</b>						
ARTERS, JOSEPH CANBY, DPM	Podiatrist (DPM)	1300 S CANFIELD NILES RD	AUSTINTOWN	44515-4081	(330)792-6519	
BAER, DAVID N., DPM	Podiatrist (DPM)	3660 STARRS CENTRE DR # 2	CANFIELD	44406-9514	(330)332-4900	
BAK, EDWARD P. D.P.M.	Podiatrist (DPM)	6960 MARKET ST	YOUNGSTOWN	44512-4559	(440)758-3434	
BALMENTI, PHILLIP E., DPM	Podiatrist (DPM)	827 MCKAY CT	BOARDMAN	44512-5790	(440)758-1422	
BARRETT, JOHN E. D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413	
BEAUDIS, MICHAEL CRAIG MD	Podiatrist (DPM)	1265 BDMN CANFIELD RD	YOUNGSTOWN	44512-0000	(330)758-8808	
BLASKO, GREGORY A., DPM	Podiatrist (DPM)	3262 CENTER RD	POLAND	44514-2201	(330)385-2413	
BUCCILLI, THEODORE ANDREW, JR DPM	Podiatrist (DPM)	3660 STARRS CENTRE DR	CANFIELD	44406-9514	(330)702-0707	
CARBONELL, CHRISTIAN P. DPM.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413	
CHIARO, JOHN R. JR., D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808	
CHUBA, VERN M., DPM	Podiatrist (DPM)	819 MCCARTNEY RD	YOUNGSTOWN	44505-5047	(330)746-7660	
DALVIN, MITCHELL L., DPM	Podiatrist (DPM)	1749 S RACCOON RD	AUSTINTOWN	44515-4703	(300)799-3383	
DEBIEC, ROBERT D.P.M.	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808	
DIORIO, WILLIAM S. D.P.M.	Podiatrist (DPM)	2894 CENTER RD	POLAND	44514-2154	(330)757-9444	
EMCH, KENNETH J DPM	Podiatrist (DPM)	6505 MARKET ST	YOUNGSTOWN	44512-3457	(330)385-2413	
FLAUTO, JOHN A., D.P.M.	Podiatrist (DPM)	1300 S NILES CANFIELD #1	AUSTINTOWN	44515-	(330)792-6519	
FRANCISCO, JOSEPH JR., DPM	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)385-2413	
INNOCENZI, ANTHONY E. D.P.M.	Podiatrist (DPM)	5385 MARKET ST	BOARDMAN	44512-2246	(330)788-1178	
NEVILLE, LEAHA JANE DPM	Podiatrist (DPM)	819 MCKAY CT	BOARDMAN	44512-5713	(330)758-4335	
PETROLLA, ANGELO F., DPM	Podiatrist (DPM)	3507 CANFIELD RD STE 7	YOUNGSTOWN	44511-2859	(330)793-0566	
PETROLLA, HEATHER A., DPM	Podiatrist (DPM)	3507 CANFIELD RD #7	YOUNGSTOWN	44511-2859	(330)793-0566	
PETROLLA, HEATHER A., DPM	Podiatrist (DPM)	924 YOUNGSTOWN POLAND RD	STRUTHERS	44471-1305	(330)707-1360	
PODOLSKY, EUGENE D. D.P.M.	Podiatrist (DPM)	17674 MAHONING AVE	LAKE MILTON	44429-9582	(330)654-3339	
PODOLSKY, EUGENE D., DPM	Podiatrist (DPM)	1265 BOARDMAN CANFIELD RD	YOUNGSTOWN	44512-4004	(330)758-8808	
PROMMERSBERGER, JAMES E. D.P.M.	Podiatrist (DPM)	940 WINDHAM CT STE 3	BOARDMAN	44512-5060	(330)726-3348	
PUSATERI, GENE J. D.P.M.	Podiatrist (DPM)	80 E MIDLOTHIAN BLVD	YOUNGSTOWN	44507-2019	(330)782-6113	
REYES, CARMELITA R., DPM	Podiatrist (DPM)	819 MCCARTNEY RD	YOUNGSTOWN	44505-5047	(330)746-7660	
SMESKO, MARK S., D.P.M.	Podiatrist (DPM)	6505 MARKET ST STE 104	YOUNGSTOWN	44512-3457	(330)758-8808	
<b>Psychiatric/Psychology</b>						

DIORIO, W. S., INC.	Group Practice	2894 CENTER RD	POLAND	44514-2154	(330)757-9444	Podiatry
KACHMER, MICHAEL A MD	Physician (MD)	7010 SOUTH AVE STE 1	YOUNGSTOWN	44512-3603	(330)758-9751	Psychiatry
SORBORO, JOHN MD	Physician (MD)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)480-3351	Psychiatry
FINLEY-BELGRAD, ELIZABETH A. M.D.	Psychologist (PhD)	831 SOUTHWESTERN RUN # 2	YOUNGSTOWN	44514-3688	(412)654-8855	
BREWSTER, ARLENE B PHD	Psychologist (PhD)	5500 MARKET ST STE 205	YOUNGSTOWN	44512-2624	(330)726-1613	
CLINESS, DAVID W. PHD	Psychologist (PhD)	3144 DENVER DR	POLAND	44512-3603	(330)726-2965	
DIMARZIO, LYNN R PHD	Psychologist (PhD)	7010 SOUTH AVE STE 1	BOARDMAN	44512-3603	(330)726-2965	
EDWARDS, JOHN R. PHY	Psychologist (PhD)	611 BELMONT AVE	YOUNGSTOWN	44502-1037	(330)744-2991	
ESPERON, JAMES P., PHD	Psychologist (PhD)	550 E MAIN ST	CANFIELD	44406-1580	(330)533-7671	
KIRACOFE, NANCY L PHD	Psychologist (PhD)	5500 MARKET ST STE 90	YOUNGSTOWN	44512-2616	(330)782-7701	
YODER, SUSAN K., PHD	Psychologist (PhD)	7010 SOUTH AVE STE 1	BOARDMAN	44512-3603	(330)726-2965	
<b>Dentists</b>						
BABINEC, JILL K., DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)746-7211	
BAJI, RAJESH, DDS	Dentist (DDS)	3830 STARRS CENTRE DR	CANFIELD	44406-8003	(330)533-8699	
CHUNG, KWANG H., DDS	Dentist (DDS)	2703 MAHONING AVE	YOUNGSTOWN	44509-2337	(216)793-5511	
DEMATTEO, BRIAN J., DDS	Dentist (DDS)	3830 STARRS CENTRE DR	CANFIELD	44406-8003	(330)533-8699	
HOVELL, JAMES R., DDS	Dentist (DDS)	361 W INDIANOLA AVE	YOUNGSTOWN	44511-2452	(440)788-6519	
JEREN, BRADLEY K., DDS	Dentist (DDS)	17991 MAHONING AVE	LAKE MILTON	44429-9501	(330)654-3253	
NALLURI, SARAT, DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)746-7211	
PETRAKOS, FRANK, DDS	Dentist (DDS)	11695 MARKET ST	NORTH LIMA	44452-9769	(330)549-2800	
SNYDER, PHILLIP J., DDS	Dentist (DDS)	250 DEBARTOLO PL	BOARDMAN	44512-7004	(330)965-0000	
STYKA, DOUGLAS, DDS	Dentist (DDS)	1044 BELMONT AVE	YOUNGSTOWN	44504-1006	(330)745-7211	
TANEJA, RAJIV, DDS	Dentist (DDS)	5700 MARKET ST	YOUNGSTOWN	44512-2677	(330)783-0202	
WOJTKOWSKI, ANDREW M., D.M.D.	Dentist (DDS)	3768 BOARDMAN CANFIELD RD	CANFIELD	44406-9029	(330)702-1288	
ZAK, THADDEUS J., DDS	Dentist (DDS)	565 E MAIN ST STE 240	CANFIELD	44406-1599	(330)533-4991	
<b>Chiropractic Care</b>						
BETRAS, PETER T. DC	Chiropractor (DC)	2860 CANFIELD RD	YOUNGSTOWN	44511	(330)792-1118	
CRUM, MURPHY J. DC	Chiropractor (DC)	945 BOARDMAN-CANFIELD RD	BOARDMAN	44512	(330)726-8164	
GRANETO, JAMES J. DC	Chiropractor (DC)	7291 WEST BLVD	BOARDMAN	44512	(330)758-5119	
LYONS, MICHAEL C.	Chiropractor (DC)	1315 BOARDMAN-CANFIELD RD#3	BOARDMAN	44512	(330)726-7404	
RUSSO, DOMINIC A	Chiropractor (DC)	7067 TIFFANY BLVD	POLAND	44514		
YANKUSH, THOMAS P. D.C.	Chiropractor (DC)	725 BOARDMAN CANFIELD RD	BOARDMAN	44512-4380		

**ATTACHMENT 2**  
**DENTAL CARE**

**Dental Benefits**

\$3,500 maximum benefit per person per year. With a maximum reimbursed per person per year = \$2,150.00

\$3,500 maximum benefit orthodontia per person per year. With a maximum reimbursed per person per year = \$2,150.00

**Basic Benefits Per Person Per Year**

1. First \$500 reimbursed
2. 80% of the next \$500 reimbursed
3. 50% of the next \$2,500 up to annual maximum per person reimbursed.

**ATTACHMENT 3  
LICENSE PREMIUMS**

POSITION	LICENSE	LICENSE	LICENSE	CDL A	CDL B	OTHER		
	Premium per hour					I	II	III
	I	II	III					
Plant Mnt. Eng 1		\$ 0.65	\$ 0.70	\$ 0.55		\$ 0.42	\$ 0.46	\$ 0.51
Treat Plnt Supv 2(a)			\$ 0.70	\$ 0.55		\$ 0.42	\$ 0.46	\$ 0.51
Mechanic 3		\$ 0.65	\$ 0.70	\$ 0.55		\$ 0.42	\$ 0.46	\$ 0.51
Treat Plnt Sup 1(a)		\$ 0.65	\$ 0.70	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Treat Plnt Sup 1(b)		\$ 0.65	\$ 0.70	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Treat Plnt Sup (c )	\$ 0.60	\$ 0.65	\$ 0.70	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Asst. Plnt Eng 1	\$ 0.60	\$ 0.65	\$ 0.70	\$ 0.55		\$ 0.42	\$ 0.46	\$ 0.51
Treat Plnt Oper	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Treat Plnt Aide	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Lab Tech I		\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Lab Tech	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Gen Mnt Work 3	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55		\$ 0.42	\$ 0.46	\$ 0.51
Sewer Jet Work 3	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Sewer Jet Work 1	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Video Insp 3	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Video Insp 2	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Const Mnt Work 3	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55		\$ 0.42	\$ 0.46	\$ 0.51
Const Mnt Work 2	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55		\$ 0.42	\$ 0.46	\$ 0.51
Const Mnt Work 1	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Fac Mnt Work 3	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Fac Mnt Work 2	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Fac Mnt Work 1	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Const Insp 3	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Const Insp 2	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Const Insp 1	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Mech 2	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51
Mech 1	\$ 0.51	\$ 0.55	\$ 0.60	\$ 0.55	\$ 0.51	\$ 0.42	\$ 0.46	\$ 0.51

Treat Plnt Supv 2 (a) = Wastewater Plants

Treat Plnt Supv 1 Water - Criag Beach, New Middletown, Campbell (a) = Wastewater Treatment Plants

Treat Plnt Supv 1 (b) = Meander and Boardman Plants

Treat Plnt Supv 1 (c) = Water Distribution System

**ATTACHMENT 3 (Continued)**  
**WASTEWATER SERIES**

License Premiums detailed in the Chart shall be paid in accordance with the following for Columns I, II, and III.

CDL will be paid per hour as shown in the license chart for the license maintained regardless of job classification.

The other column will pertain to any other one (1) license employee maintains related to department duties. The maximum licenses to be paid will be two (2) and the CDL.

<b>Column I</b>	<b>Column II</b>	<b>Column III</b>	<b>Column I</b>	<b>Column II</b>
<b><u>Wastewater Treatment 1</u></b>	<b><u>Wastewater Treatment 2</u></b>	<b><u>Wastewater Treatment 3</u></b>	<b><u>Wastewater Collection 1</u></b>	<b><u>Wastewater Collection 2</u></b>
Treatment Plant Operator	Treatment Plant Supervisor 1	Treatment Plant Supervisor 2	Assistant Plant Maintenance Engineer 1	Plant Maint Engineer 1
Treatment Plant Aide	Lab Tech 1	All Classifications in Column I & II	General Maint Worker 1,2,&3	All Classifications in Column I – <u>Collection only</u>
Lab Tech	Plant Maintenance Engineer 1		Sewer Jet Worker 1&3	
Assistant Plant Maintenance Engineer 1	All Classifications In Column I		Video Inspect 2&3	
General Mnt Worker(s)1,2,3			Const Maint 1,2,&3	
Sewer Jet Worker 1 & 3			Fac Maint Worker 1,2 & 3	
Video Inspect 2 and 3			Const Inspect 1,2&3	
Constr Maint Worker 1,2,3				
Facilities Mnt Worker 1,2,3				
Const Inspect 1,2,3				

**ATTACHMENT 3 (Continued)**  
**MECHANICS SERIES**

License Premiums detailed in the Chart shall be paid in accordance with the following for Columns I, II and III.

CDL will be paid per hour as shown in the license chart for the license maintained regardless of job classification.

The other column will pertain to any other one (1) license employee maintains related to department duties. The maximum licenses to be paid will be two (2) and the CDL.

<b>Column I</b>	<b>Column II</b>	<b>Column III</b>
<b><u>ASE I</u></b> (Certifications in Brakes, Electrical Engine Performance)  Mechanic II Mechanic I	<b><u>ASE II</u></b> (Certification in Column I with any three (3) other ASE Certifications)  Mechanic III  All classifications in Column I	<b><u>ASE III</u></b> (Certification in Column I with any five (5) additional ASE Certifications.)  All classifications in Column I and II.

**WATER SERIES**

License Premiums detailed in the Chart shall be paid in accordance with the following for Columns I, II and III.

CDL will be paid per hour as shown in the license chart for the license maintained regardless of job classification.

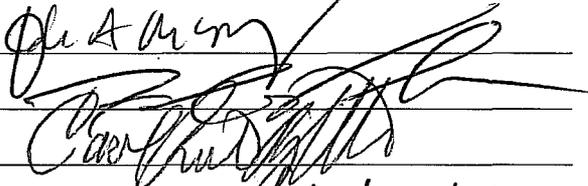
The other column will pertain to any other one (1) license employee maintains related to department duties. The maximum licenses to be paid will be two (2) and the CDL.

<b>Column I</b>	<b>Column II</b>	<b>Column III</b>	<b>Column I</b>	<b>Column II</b>
<b>Water Treatment I</b>  Treatment Plant Supervisor I  Treatment Plant Aide	<b>Water Treatment II</b>  All Classifications in Column I	<b>Water Treatment III</b>  All Classifications In Column I & II	<b>Water Distribution I</b>  Treatment Plant Aide	<b>Water Distribution II</b>  Treatment Plant Supervisor II

**SIDE LETTER**  
**PRIOR SERVICE CREDIT**

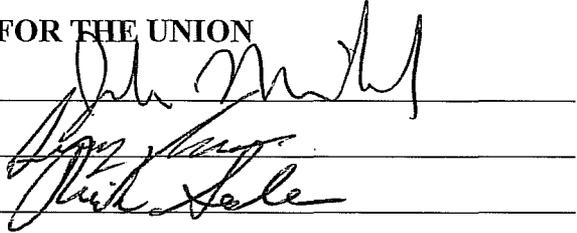
The parties agree that no bargaining unit member hired prior to 6/1/2012 shall have his service credit reduced for the purposes of vacation due to the parties' preemption of R.C. 9.44. Members will continue to receive the prior service credit for vacation as it currently exists and future service credit based on full-time service in accordance with the parties' Agreement.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE SIGNED November 1, 2012

**FOR THE UNION**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

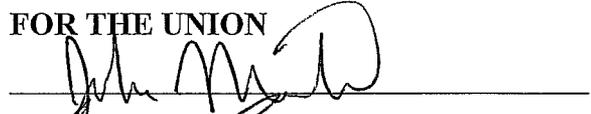
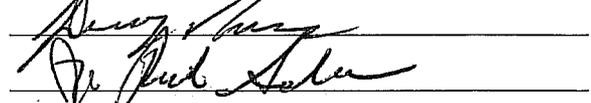
**SIDE LETTER**  
**GRANDFATHERED PERSONNEL**

The parties recognize and agree to grandfather employee James Potts from the CDL requirement currently applicable to the Sewer Jet Worker I classification which he currently holds due to the fact that he took the position at a time when the requirement had not been established. Should the employee transfer to another classification any licensure requirements or qualification adjustments shall apply.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
DATE SIGNED November 1, 2012

**FOR THE UNION**

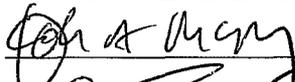
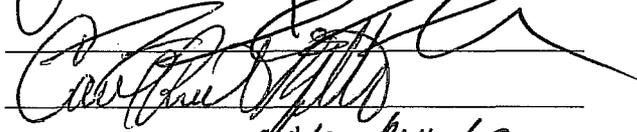
  
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**LETTER OF UNDERSTANDING**  
**RETIREMENT INCENTIVE PROGRAM**

During the term of this Agreement, the Employer may offer bargaining unit members an early retirement incentive program. If offered, the program shall consist of a participating employee being offered one (1) year's base salary, at his existing rate of pay, in exchange for his agreement to voluntarily leave his employment with the Mahoning County Sanitary Engineering Department by a date determined by the Employer. The Employer may elect to make additional offerings during the term of the Agreement.

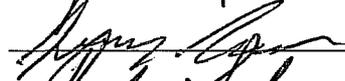
The employee shall be required to execute an agreement that permits the incentive payment and all monetary severance payments (including sick leave, vacation leave, etc.) to be paid over five (5) years, and contains all other terms and conditions of the program that the Employer determines to be necessary for legal compliance and liability waiver purposes.

**FOR THE EMPLOYER**

DATE SIGNED November 1, 2012

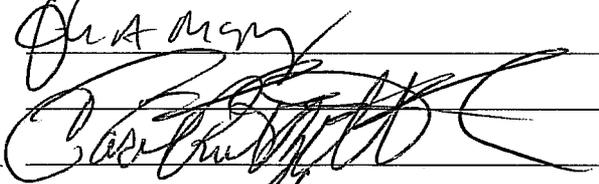
**FOR THE UNION**


**MEMORANDUM OF UNDERSTANDING**  
**WAGE SCHEDULE ADMINISTRATION**

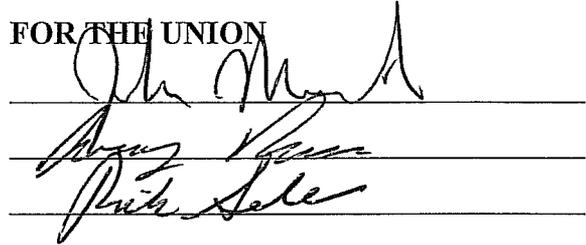
All bargaining unit members hired prior to June 1, 2012 are presently residing at step 5 of the pay schedule contained in Appendix A-2. Effective with the first full pay period following each anniversary date of the contract, bargaining unit members shall advance to the next step of the wage schedule contained in Appendix A-2 (i.e. 6, 7, 8, etc.) and receive compensation as provided therein.

**FOR THE EMPLOYER**



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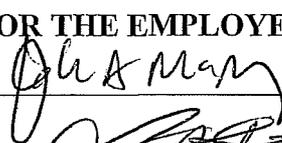
**FOR THE UNION**



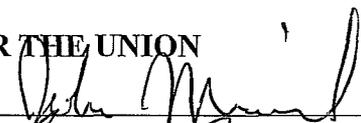
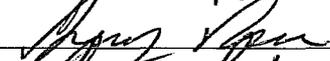
**MEMORANDUM OF UNDERSTANDING**  
**IOD & EMERGENCY SITUATIONS**

In the event of an emergency situation, an employee shall still be eligible for IOD benefits if they seek initial treatment from a provider or facility that is not on the approved list. However, the employee will still be required to subsequently seek treatment from an approved provider and/or facility for follow up care and treatment.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**DATE SIGNED**

November 1, 2012