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**LABOR AGREEMENT**  
**BETWEEN**  
**THE MAHONING COUNTY COMMISSIONERS**  
**AND**  
**AFSCME LOCAL 1156, OHIO COUNCIL 8, AFL-CIO**

**EFFECTIVE JUNE 30, 2011 THROUGH JULY 1, 2014**

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## PREAMBLE

This Agreement is hereby established by and between the Mahoning County Commissioners, hereinafter referred to as the “Employer” and the members of Local 1156, American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, (AFSCME) hereinafter referred to as the “Union”, and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, the establishment of separate work rules for the custodians and all other maintenance personnel and other conditions of employment and a means of settling grievances in an orderly manner. Now, therefore, in consideration of the mutual desires of the Employer and the Union and the commitments hereinafter made, the Employer and the Union agree with each other as follows:

## ARTICLE 1 RECOGNITION

**Section 1.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the employees covered by this Agreement as hereinafter defined for the purposes of collective bargaining with respect to rates of pay, hours or employment and all other conditions of employment within said bargaining unit.

**Section 1.02** The provisions of this Agreement shall be applicable to those County employees who are members of the Union or who shall become members of the Union but subject to the exclusions listed in Section 5 of this Article.

**Section 1.03** Since AFSCME achieved deemed certified status, some classifications have been abolished, new classifications have been created and job titles have changed. The Employer therefore recognizes AFSCME as the sole and exclusive bargaining agent for the classifications listed below. In the event that the classifications are recreated, the Employer will meet and confer with the Union regarding the duties of the position and the assignment of the classification to the bargaining unit.

**Section 1.04** Except as hereinafter limited, the term “employee(s)” as used herein shall apply to employees who are employed in, or perform the duties of the following classifications:

Unskilled: Custodian  
Group Leader  
Artisan Helper  
Floor Maintenance

Skilled: HVAC Technician  
Artisan  
Group Leader  
Finish Carpenter  
Boiler Mechanic  
Electrician

When the employees currently assigned to the classifications of Finish Carpenter and Boiler Mechanic vacate the classifications the classification will no longer be utilized by the Employer. The current employee in the classification of Group Leader shall continue to receive the same amount above the custodial rate until the current employee no longer holds such position at which time the classification of Group Leader will be abolished.

**Section 1.05** Supervisors and personal secretaries shall be excluded from the bargaining unit. As used herein the term “Supervisor” shall mean any individual having authority to hire, transfer, suspend, layoff, recall, promote, discharge or discipline employees by independent judgment.

**Section 1.06** In contract negotiations requested by the Employer, such negotiations will be conducted during working hours and the employee representatives will be paid their regular rate of pay not to exceed three (3) County employee representatives.

## **ARTICLE 2** **JOB CLASSIFICATIONS/DESCRIPTIONS**

**Section 2.01** The County and the Union have mutually agreed to determine objective and reasonable minimum qualifications for listed job classifications/descriptions. The County may implement a change in the minimum qualifications of any job description. Once established, these minimum qualifications may be changed provided the Union receives a copy of such new “minimum qualifications” **sixty (60)** days prior to the date on which they shall apply to future promotions.

**Section 2.02** In a situation in which it is brought to the attention of the County and the County determines that a portion of a bargaining unit member’s duties do not fall within the bargaining unit member’s classification, the County shall correct the situation, either by reclassifying the bargaining unit member or by ceasing to assign the bargaining unit member that portion of his/her duties which do not properly fall within the bargaining unit member’s job classification.

**Section 2.03** When the County proposes to reclassify a bargaining unit member, the employee shall be notified in writing, setting forth the proposed new classification, pay range, status, and salary.

## **ARTICLE 3** **UNION REPRESENTATIVE**

**Section 3.01** The Union shall have the right to appoint or elect stewards from among the full-time employees of the Employer and such stewards shall be authorized to represent the Union in matters covered by the Agreement arising within the Department in which they are respectively employed. The names of employees selected as stewards and the individuals so certified shall constitute the Union Grievance Committee.

**Section 3.02** All Grievance Committee meetings will be to settle or adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the Committee may

discuss with the Employer other issues which would improve the relationship between the parties.

**Section 3.03** The Union agrees that its officers, representatives and members will not solicit membership in the Union or distribute literature among employees during the working hours of such officers, representatives, members or other employee.

**Section 3.04** Union Representatives, whose names have been provided to the departmental director by July 1 and January 1 or within at least one business day of whenever there has been a change in officers or stewards, may, upon notice, visit with the employees covered by this Agreement for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for the purpose of processing grievances in accordance with the grievance procedure. Failure by the Union to provide officials such advance notice may result in permission being withheld until notification is received and accepted.

**Section 3.05** Stewards, acting in their official capacities shall have the right to visit with employees during reasonable times and for reasonable periods for the purpose of orderly resolution of pending grievances. Upon notification to their supervisors, officers and stewards shall be allowed a reasonable time to carry out the investigation of, writing of, and adjustment of grievances during working hours without a loss of pay. This provision shall be administered with the understanding that such permission by management will not be unreasonably withheld and the Union will not abuse time spent in resolving problems.

**Section 3.06** The Employer agrees that accredited representatives of the Union shall have full and free access to the premises of the Employer during working hours for the purposes of ascertaining whether or not this Agreement is being observed by the parties, the adjustment of grievances and contract negotiations. The union agrees that such activities shall not interfere with the normal work duties of employees.

**Sections 3.07** The County agrees that each union officer or delegate will be allowed a leave of absence of up to ten (10) days a calendar year to attend union functions, provided the employee's absence does not cause an undue hardship on the Department. At his option, the employee may elect to use vacation time for such absences.

#### **ARTICLE 4** **DISCRIMINATION COERCION**

**Section 4.01** The Employer agrees that it will not interfere with, restrain or coerce employees in the exercise of their rights to self-organization and to join and assist the Union to engage in lawful concerted activities for the purpose of collective bargaining and further, that it will not, by unjust discrimination in regard to hire or tenure of any terms or conditions of employment, discourage membership in the Union, and that it will not unjustly discriminate against any employee on account of his membership in or lawful activity on behalf of the Union.

**Section 4.02** The Union, for and on behalf of itself, its officers and members, agrees that it will not interfere with, coerce, intimidate, or otherwise force the Employer's employees in the

exercise of their right of self-determination in the matter of membership or non-membership in the Union, and that it will not unjustly discriminate against any employee of the Employer because of such employee's non-membership in the Union.

**Section 4.03** The provisions of this Agreement shall apply to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, creed, national origin, sexual orientation or political affiliation. The Union shall share equally the responsibilities and duties above, and that of applying the provisions of this Agreement.

## **ARTICLE 5 – VACANCIES, TRANSFERS AND PROMOTIONS**

**Section 5.01** It shall be the policy of the County to provide its employees an opportunity to be promoted and/or laterally transferred. Therefore, when vacancies are to be filled in bargaining unit positions by means other than open competitive examination, the vacant position(s) will be filled by posting a notice that the vacant positions(s) are to be filled.

**Section 5.02** When a vacancy occurs, if the County elects to fill such vacancy, or a new job classification is created within the bargaining unit, the County shall post a notice of the opening or openings at each site. The posting shall specify the period during which interested and qualified applicants may apply, which period shall be no later than seven (7) working days from the day of posting. The posting shall specify the job classification title, the department or work unit where the position is assigned, shift, initial hourly and yearly base rate of pay, the minimum qualifications for the position, the classification specifications and the date and deadline for applying for the position.

**Section 5.03** Any individual who meets the posted minimum qualifications may apply for any posted bargaining unit position by submitting a written statement of interest to the Office of Human Resources. The County shall not accept applications submitted after the posted deadline.

**Section 5.04** Copies of all job postings shall be sent to the Union. The County's Office of Human Resources or designated representative shall see that all job postings are posted on appropriate bulletin boards and that all postings are time dated.

**Section 5.05** If more than one qualified employee applies for a vacancy, the vacancy shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in question, as determined by the Employer.

If the qualification, skill, experience and ability of two (2) or more employees are equal, then seniority shall be the determining factor.

**Section 5.06** If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill by hiring a qualified new employee from outside the bargaining unit.

**Section 5.07** No employee shall be eligible to fill a vacancy or for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.\

**Section 5.08** In positions filled through job postings, the County shall give consideration to qualified bargaining unit employees before considering candidates from outside the bargaining unit.

**Section 5.09** Applications that are timely filed shall be reviewed and bargaining unit employees shall be afforded the opportunity to interview for the posted vacancy. The job shall be awarded within thirty (30) working days after the interviewing process to a qualified applicant. The job shall be awarded as follows:

- Employees who meet minimum qualifications on the basis of seniority.
- Employees who are awarded a job under the bidding procedure shall be given a reasonable period of time, but not more than ninety (90) calendar days to prove that they are qualified to perform the task of the position on a regular basis. If they cannot meet the qualifications within that period of time, they shall be afforded the opportunity to return to their most previously held position.
- Employees awarded the position under these provisions shall be given reasonable help and supervision. They shall be considered to have qualified on the new job when they satisfactorily perform the required duties with no more supervision than required by other qualified employees in the same or similar classifications.
- Employees who are awarded a position under these provisions shall receive the rate of pay that classification on the date of the award.

If there are no qualified applicants within, the county shall have the right to interview and hire applicants from outside the bargaining unit who meet the minimum qualifications in effect.

**Section 5.10** During the period while the posting and selection process is being administered, the County may temporarily assign employees to such vacancies to fulfill operational requirements.

**Section 5.11** In the event two or more employees are promoted to the same classification on the same date, the employee with the greatest County service shall be deemed to have seniority preference within the same classification.

## **ARTICLE 6** **SENIORITY**

**Section 6.01** Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he

satisfactorily completes the probationary period which will be added to his total length of continuous employment.

**Section 6.02** An employee's seniority shall be terminated when one or more of the following occur:

1. He resigns;
2. He is discharged for just cause;
3. He is laid off from a period of time exceeding two (2) years;
4. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
5. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
6. He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice;
7. He promotes out of the bargaining unit and his overall seniority outside the unit exceeds his seniority inside the unit; Employees who move to an exempt position shall lose one year of bargaining unit seniority for each year they are outside the bargaining unit (example: Employee has been working for the County as a supervisor for (10) years and was in the bargaining unit for 7 years. He has lost any bargaining unit seniority because he has been out of the unit three years longer than he was in the bargaining unit).

**Section 6.03** If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

**Section 6.04** For purposes of accumulating sick leave and vacation time, total service with the County or any political subdivision of the state shall be utilized.

**Section 6.05** The Employer agrees to provide the Union an updated seniority list annually. The Employer further agrees to provide the Union with notification of terminations, changes of status of bargaining unit members within five (5) working days of such changes.

## **ARTICLE 7** **CONTRACTING OUT AND SUBCONTRACTING OF PUBLIC WORK**

**Section 7.01** The parties agree that it is the responsibility of Local 1156 employees to perform maintenance and custodial duties in all county buildings under the control of the Mahoning County Board of Commissioners except where agreed upon by the parties, including the County Engineer, Sanitary Engineer, Juvenile Court, and all other departments as assigned.

The Employer shall not contract out or subcontract any work or services presently being performed by those employees unless it is shown there is not a sufficient amount of employees available to perform the current tasks and the Employer will make every reasonable effort to redistribute the work at issue among available, qualified employees before contracting out the work.

**Section 7.02** The Employer agrees to notify the Union, in writing, if it intends to utilize this Article and meet with the Union to discuss alternatives before contracting out work.

## **ARTICLE 8** **WORK RULES**

**Section 8.01** When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

**Section 8.02** Informing Employees. The Employer further agrees to furnish all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

**Section 8.03** Enforcing. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement. The Employer agrees to uniformly apply and enforce the rules.

**Section 8.04** Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

## **ARTICLE 9** **UNION BULLETIN BOARDS**

**Section 9.01** The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

**Section 9.02** The Union shall limit its posting of notices and bulletins to such bulletin boards.

## **ARTICLE 10** **UNION SECURITY**

**Section 10.01** Union Membership. Subject to Section 3 below, it shall be a condition of employment that all present employees by this effective date of this Agreement shall remain in good standing and all future employees who are employed after the effective date of this Agreement and who become members in good standing shall be eligible for Union membership until he has completed a probationary period of thirty (30) days.

Subject to Section 2 below, it is agreed that all new employees of the County as a condition of employment shall be members of the Union on the thirty-first day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the

tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

**Section 10.02 Fair Share Fee.** All employees in the bargaining unit shall either become and remain members of the Union pursuant to Section 10.01 or be required to pay a fair share fee to the Union as a condition of continued employment in accordance with Ohio Revised Code 4117.09 (C), which shall be remitted by the County to the Union in accordance with that section. Such fee shall be effective thirty (30) days following the beginning of employment.

**Section 10.03 Deductions.** During the life of this Agreement, the County shall deduct Union Membership Dues, Initiation Fees, and Fair Share Fees levied in accordance with the constitution and by-laws of the Union from the pay of each employee who signs an authorization card. 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. Any such authorization may be canceled by an employee upon written notice to the County during the last ten (10) days of each calendar year (December 22 to December 31) during the life of this Agreement. If no such cancellation is received during that period, the check off of dues shall continue for another year when such cancellation may again be received by the County.

**Section 10.04 PEOPLE Check-Off.** The Employer will deduct voluntary contributions to AFSCME's Public Employee Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days from the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of names of those employees from whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the duties and fair share fee deductions.

**Section 10.05** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, except as herein provided, and the Union hereby agrees that it will indemnify and

hold employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 11**  
**SICK LEAVE**

**Section 11.01** Sick leave shall be defined as an absence with pay necessitated by: 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 examination of the employee and member of the immediate family, including medical, psychological, dental, optical examination, by an appropriate practitioner.

**Section 11.02** All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

**Section 11.03** An employee who is to be absent on sick leave shall notify the Employer pursuant to the provisions of Article 16.

**Section 11.04** Sick leave may be used in segments of not less than one (1) hour.

**Section 11.05** An employee absent for more than three (3) consecutive days must supply a physician's report to be eligible for paid sick leave. If the employee does not present a physician's report, the department head may require the employee to be examined by a physician designated and paid by the Employer, before such absence may be charge against accumulated sick leave.

**Section 11.06** If an employee fails to submit adequate proof of illness, injury or death up on request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his discretion, find 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.

**Section 11.07** Any abuse, excessive, or patterned use of sick leave shall be just and sufficient cause for discipline under Article 10 of this Agreement.

**Section 11.08** The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

**Section 11.09** 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, parents,

children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt uncle, or a legal guardian or other person in the place of a parent.

**Section 11.10** Bargaining unit employees shall earn ten (10) hours of personal leave for each quarter in which the employee uses no sick time. Quarters shall be defined as:

January 1 – March 31

April 1 – June 30

July 1- September 30

October 1 – December 31

In order to use personal days, an employee must provide a written request no later than twenty-four (24) hours prior to the date the personal day is to be taken. Personal days must be taken within one (1) calendar year.

**Section 11.11** There shall be an incentive program for non-use of sick leave whereby if an employee does not use sick leave in a given quarter they shall be allowed to cash-out accrued personal days at the end of the year up to a maximum of four (4) days. An employee must either cash-out or use those personal days each year or face losing those days.

## **ARTICLE 12** **BEREAVEMENT LEAVE**

**Section 12.01** If a death occurs among members of an employee's immediate family, the employee shall be granted a leave with pay for a maximum of five (5) days. If a death occurs among members of an employee's other covered family, the employee shall be granted a leave with pay for a maximum of three (3) days. In the event more than five (5) days or more than three (3) days are required, whichever is applicable, due to religious or travel considerations, the employee shall be permitted to use Sick leave for all time needed in excess of the time referenced above.

**Section 12.02** Immediate family is defined as the employee's spouse, parents, person who stands in the place of a parent, child and their spouse's parents. Other covered family is defined as sibling, grandparent and grandchild. The employee will be permitted one (1) day bereavement leave for all other relatives not defined as immediate family members for the sole purpose of attending the funeral services.

## **ARTICLE 13** **VACATIONS**

**Section 13.01** Each employee, upon completion of the appropriate amount of continuous service with the Employer, shall be entitled to a paid vacation in accordance with the following schedule:

<u>Upon Completion of</u>	<u>Number of Weeks</u>
One (1) year	Two (2) weeks
Six (6) years	Three (3) weeks
Thirteen (13) years	Four (4) weeks
Twenty (20) years	Five (5) weeks

**Section 13.02** Such vacation leave shall accrue to the employee at the rate of 3.1 hours each biweekly period for those entitled to eighty hours per year; four and six-tenths hours each biweekly period for those entitled to one hundred twenty hours per year; eight and two-tenths hours each biweekly period for those entitled to one hundred sixty hours per year; and seven and seven-tenths hours each biweekly period for those entitled to two hundred hours per year.

**Section 13.03** Vacation time, time not to exceed Ohio Revised Code years of accumulation may be carried over from one year to another. Any vacation time that is unused within the year granted, unless canceled by the Employer due to staffing needs, shall be forfeited unless deemed otherwise by the Employer.

**Section 13.04** A bargaining unit employee who retires or 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.

**Section 13.05** Vacation may only be used minimum increments of four (4) hours.

**Section 13.06** Employees with the most department seniority should receive first preference for selection of vacation dates. Vacation schedules are to be submitted and approved by the County no later than March 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 13.07** All vacations of one (1) day or less must be requested at least seventy-two (72) hours in advance. Approval or denial will be completed within 24 hours of the request.

**Section 13.08** All employees will schedule a block of time of at least forty (40) hours per year by April 1.

**Section 13.09** If an employee opts not to take vacation, they may request to receive 40 hours of vacation pay once per year in the first pay of December. This option must be exercised in writing no later than October 31 in any year.

## **ARTICLE 14** **HOLIDAYS**

**Section 14.01** The following days shall be recognized as official holidays, on which days all employees will normally be excused from duty and any other days the Court House is closed by order of the Board Commissioners:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas
Employee's Day	

**Section 14.02** In the event that any of the aforesaid holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 14.03** If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

**Section 14.04** Employees who are required to work on any day observed as a holiday shall be paid their regular rate of pay for each hour worked in addition to their regular holiday pay except that hours worked on Thanksgiving and Christmas shall be paid at one and one-half (1.5) their regular rate for each hour worked in addition to their regular holiday pay.

**Section 14.05** In order to be compensated for a recognized holiday, an employee must work the scheduled day before and the scheduled day after the holiday, or the employee must be on an approved leave of absence. In the event of an absence due to illness, a doctor's excuse must accompany the request for leave to validate the holiday pay.

## **ARTICLE 15** **HOURS OF WORK**

**Section 15.01** The work week shall consist of forty (40) hours in a work week, Sunday through Saturday. Regular work schedules shall be as follows:

Custodial Crew may be scheduled between the hours of 5:00 a.m. and 11:00p.m.

Artisan Crew will work 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., or 9:00 p.m. to 5:00 a.m.

Jail Crew will work 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00 p.m.

These schedules are subject to change with reasonable notice by the Employer based on operational needs or to comply with legal mandates.

Current practice of lunch and breaks will be maintained.

**Section 15.02** The supervisor shall have the right to reasonably establish schedules of classifications of employees that he deems necessary to adequately achieve the maintenance, upkeep and safety of the building. If any changes are required, said changes shall affect all bargaining unit members within said classification. Prior to any scheduling changes, the supervisor shall notify the Union as to the new schedule requirements. Items excluded for

schedule changes are for emergencies, temporary assignments and/or matters of safety that are not part of the regular occurrence of day to day operations.

**Section 15.03** When an employee is required to be in active pay status, as outlined for the day and night crews, more than forty (40) hours in any calendar week, then they shall be paid at one and one-half their regular rate of pay for all such hours or receive compensatory time for all hours worked. No overtime pay shall be awarded to an employee of either crew unless such employee(s) has worked in excess of forty (40) hours in a calendar week. Hours of work shall be defined as Sick Leave, Vacation Leave, Personal Leave, and Compensatory time.

An employee may cash out accumulated compensatory time each year and the amount of cash out shall be determined by that employee up to a maximum of compensatory time accrued.

**Section 15.04** Any employee required to report for call-out shall be paid a minimum of four (4) hours at their current hourly rate of pay.

## **ARTICLE 16** **REPORTING OFF**

**Section 16.01** In the event an employee is reporting off work, supervision will be notified at least one (1) hour in advance of the employee's work period. All employees except those assigned to the jail shall call the Facilities Office and leave a message on the voice mail/answering machine if the phone is not answered. Employees assigned to the jail shall call their immediate supervisor, if he is unavailable they shall leave a voice mail message and then call the Assistant Director of Facilities. If the Assistant Director of Facilities is not available they shall leave a voice mail message and then call the Director of Facilities and if he is not available they shall leave a voice mail message.

## **ARTICLE 17** **GRIEVANCE PROCEDURE**

**Section 17.01** The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and respond to the steward within three (3) working days.

**Section 17.02** If the grievance has not been settled, it shall be presented in writing to the Department Head within seven (7) days after the supervisor's response is due. The Department Head shall respond to the steward, in writing, within three (3) working days.

**Section 17.03** If the grievance is still unsettled, it shall be presented to the Board of County Commissioners or designee within (7) days after the response of the Department Head is due.

**Section 17.04** If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Board of County Commissioners or designee is due, by written notice

to the other, request arbitration. For purposes of this Article working days does not include Holidays, Saturdays OR Sundays.

**Section 17.05** A grievance which affects a substantial number of employees may be presented by the Union.

**Section 17.06** Any time after the reply of the Board or County Commissioners or designee, either party may request an informal meeting to attempt to have the dispute mediated. The parties shall mutually waive time limits if the mediation process is implemented. If the matter is not resolved through mediation, then all time limits shall recommence. The informal meeting may be facilitated by a professional mediator or by the parties themselves. The purpose of the meeting is to review all issues in dispute and to determine if there is an answer available to the dispute. If the parties agree the outcome of the mediation is unsuccessful, then the Union may proceed to arbitration pursuant to Article 18 below. The parties understand that they have mutually agreed upon an additional process within the existing Grievance Procedure that allows the parties to mediate any issue arising from a contractual dispute prior to demanding the third party arbitrator to hear the pending disagreement.

The time limit for the mediation process shall be twenty (20) working days, unless mutually waived. The parties further agree that they shall have sole authority that precludes the authority of the State Employment Relations Board to determine which outside agency they will utilize to resolve such a dispute.

## **ARTICLE 18** **ARBITRATION PROCEDURE**

**Section 18.01** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within fifteen (15) working days after the rendering of the decision of Step 2 or a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within this fifteen (15) working day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the panel created by this procedure. If such agreement is not reached, then the panel member names will be stricken alternately (Union striking first) until one name remains who shall be designated the arbitrator to hear the grievance in questions.

**Section 18.02** The arbitrator shall have no power or authority to add to, subtract from. Or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**Section 18.03** The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

**Section 18.04** The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

**Section 18.05** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 18.06** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

**Section 18.07** There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dennis M. Byrne; 2) Robert Stein; 3) Alan M. Wolk, Esq.; 4) Patricia Bittel; 5) Virginia Wallace Curry, Esq.

**Section 18.08** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

## **ARTICLE 19** **DISCIPLINE**

**Section 19.01** Any employee who is suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained.

**Section 19.02** Disciplinary action taken by the Employer shall only be for just cause, and shall normally be applied in a progressive manner.

Progressive discipline shall normally encompass a verbal reprimand, written reprimand, suspension and discharge, except in cases where more severe discipline is warranted.

**Section 19.03** Any disciplinary action resulting in a suspension or discharge of an employee may only be appealed and processed in accordance with the Disciplinary Procedure herein contained.

**Section 19.04** Any disciplinary action resulting in a suspension or discharge of an employee may only be appealed and processed in accordance with the disciplinary procedure herein contained.

**ARTICLE 20**  
**DISCIPLINARY PROCEDURE**

**Section 20.01** This procedure shall only apply to all employees covered by this Agreement.

**Section 20.02** 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. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least twenty (20) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript;
- C. 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 20.03** Discipline shall be imposed only for just cause. The following administrative procedures shall apply to disciplinary actions:

- A. The Department Head, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Department Head is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Department Head may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting and the proposed discipline is a reprimand the Department Head may issue a Notice of Discipline for a reprimand (documented verbal or written) at the conclusion of the meeting.
- C. If a mutually agreeable settlement is not reached at this informal meeting and the proposed discipline is a suspension without pay or removal the Department Head will, within five (5) working days, prepare a formal Notice of Proposed Discipline. If no informal meeting is held, the Department Head may just prepare a Notice of Proposed Discipline. A Notice of Proposed Discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested with a copy to the Union. The specific acts for which discipline is being

imposed and the penalty proposed shall be specified in the Notice of Proposed Discipline. The Notice of Proposed Discipline shall contain a reference to dates, times and places.

The Notice of Proposed Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

- D. Upon receipt of the Notice of Proposed Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 2 of the Grievance Procedure. The appeal must be filed at Step 2 within seven (7) working days from receipt of the Notice of Discipline.

**Section 20.04** Where the appointing authority Department Head seeks as a penalty the imposition of a suspension without pay, or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

Disciplinary action involving a suspension without pay or removal shall not be implemented until either:

- A. the matter is settled; or
- B. the employee fails to file a grievance within the time frame provided by this procedure; or
- C. the penalty is upheld at Step 2 of the grievance procedure.

**Section 20.05** The Notice of Disciplinary Action 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) working days of receipt of the Notice of Disciplinary Action.
- B. the grievance procedure provides for 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.

**Section 20.06** If a grievance is filed and pursued within the time frames provide below, no penalty can be implemented, except as provided in Paragraph .04 or .09, until the matter is settled or a Step 2 determination has been reached.

**Section 20.07** A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights hereunder shall be deemed waived.

**Section 20.08** 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 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. The Union shall be notified of all settlements.

**Section 20.09** An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

**Section 20.10** The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion, discharge) to any Civil Service Commissioner or State Personnel Board of Review.

**Section 20.11** An employee may resign following the service of a Notice of Proposed Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

## **ARTICLE 21** **TEMPORARY ASSIGNMENT**

**Section 21.01** When an employee is temporarily assigned to perform the duties of a classification with a higher rate of pay than his/her own rate of pay, affected employee shall be paid the rate of pay of the classification to which he/she has been assigned.

## **ARTICLE 22** **GENERAL PROVISIONS**

**Section 22.01** The County will provide members in the skilled labor classifications and maintenance classification who are assigned to the jail, as defined in Article 1, Section 1.03, with uniforms. County will provide four (4) changes per week, eleven (11) in-service uniforms. Management will provide seasonal changes and uniform changes based upon current vendor requirements. All employees assigned to the jail will be required to wear the uniforms issued. All employees are expected to wear appropriate work shoes. If athletic shoes are worn, they must be black leather. No hanging or dangling jewelry or visual piercings will be allowed.

**Section 22.02** Any employee required to use his/her transportation shall be reimbursed at the rate established by the Commissioners for such expense. Such business shall be construed as County business only and approved in advance by the Department Head.

**Section 22.03** Any employee, after completion of ten (10) years of service, shall upon retirement be eligible to cash out of their accumulated, unused sick leave not to exceed a maximum of 240 hours to be paid at their regular rate of pay.

**Section 22.04** The Employer shall provide a first aid kit in both the men's and women's locker rooms in the Courthouse.

**Section 22.05** All employees in skilled maintenance classifications shall be allowed a Hepatitis B vaccination provided by a physician and full cost shall be paid by the Employer.

**Section 22.06** Employees who pay for their parking shall be reimbursed up to twenty (\$20.00) per month, payable on a quarterly basis.

**Section 22.07** All employees who hold a license/certificate/card related to their employment with the County must furnish a current copy to the Employer annually or upon renewal whichever is applicable. Each employee will be eligible to receive a license incentive of one hundred dollars (\$100.00) annually paid on the first pay period of December each year. This incentive may be paid for up to three (3) certificates or licenses to include:

- A. Associates Degree in related field;
- B. HVAC license;
- C. Refrigerant certificate;
- D. Journeyman card;
- E. Locksmith certification.

**ARTICLE 23**  
**COMPENSATION**

**Section 23.01**

**2011-2014**

<b>Classification Title</b>			
Finish Carpenter	18.72	21.05	23.39
Artisan	16.43	18.50	20.55
HVAC	16.43	18.50	20.55
Custodian	11.53	12.97	14.42
Artisan Helper	12.80	14.41	16.00
Floor Maintenance	11.81	13.28	14.76
Licensed Electrician	19.75	21.72	23.70
Boiler Mechanic	19.47	21.56	23.54
Group Leader (Unskilled)	12.80	14.41	16.00
Group Leader (skilled)	19.95	21.92	23.90

Employees will receive no wage rate increase for the life of this agreement. Any new employee hired during the life of this agreement will be placed at the lowest wage rate in the range for the position. The parties will reopen this Article in January 2013 to negotiate over compensation and longevity.

**Section 23.02** Afternoon and Night Shift Differentials.  
Shift Differentials shall be as follows:

- A. For hours worked by an employee on the afternoon shift, there shall be paid an afternoon shift differential of thirty-five cents (\$.35) per hour. For hours worked by an employee on the night shift, there shall be paid a night shift differential of thirty-five cents (\$.35) per hour.
- B. All shifts beginning and ending between 7:00 a.m. and 3:00 p.m. shall be considered day shift. All shifts beginning and ending between 3:00 p.m. and 11:00 p.m. shall be considered the afternoon shift. All shifts beginning and ending between 11:00 p.m. and 7:00 a.m. shall be considered the night shift.
- C. Method of payment for the purpose of applying the shift differentials specified in this article is as follows. All hours worked by an employee during their regularly scheduled work day shall be considered the shift on which they begin work. If an employee begins work at the start of the day shift and works throughout that shift and continues to work into the afternoon shift, then they shall be paid the afternoon shift differential for all hours worked on that shift. The same principles and applications shall apply for any afternoon turn employee for work that extends into the night shift. An employee that works on the night shift and continues to work any hours into the day shift shall receive the night shift differential for all hours worked on the day shift. Temporary off-shift assignments will be paid overtime but will not carry shift differential.
- D. Shift differentials payable to employees under this article shall be included when calculating overtime pay.
- E. In the instance where an employee is called out prior to their regularly scheduled first shift, then that employee shall be eligible for shift differential payment for the time worked prior to their starting time.
- F. The Employer agrees to consider the possibility of early retirement buyout for the bargaining unit.

**Section 23.03** PERS Pickup - The County will continue to assume and pay no more than 9% of the employees' contribution to the Public Employees Retirement System (PERS) Fund.

**Section 23.04** Longevity as follows:

YEAR	AMOUNT	YEAR	AMOUNT	YEAR	AMOUNT
2	\$200.00	9	\$550.00	16	\$900.00
3	\$250.00	10	\$600.00	17	\$950.00
4	\$300.00	11	\$650.00	18	\$1000.00
5	\$350.00	12	\$700.00	19	\$1050.00
6	\$400.00	13	\$750.00	20	\$1100.00
7	\$450.00	14	\$800.00	21	\$1150.00
8	\$500.00	15	\$850.00	22	\$1200.00

\$50.00 increase every year after.

Effective June 1, 2007, all newly hired employees shall not be eligible for Longevity payments as provided above and all current employees shall continue on the Longevity Schedule in accordance with their years of service

**ARTICLE 24**  
**HOSPITALIZATION**

**Section 24.01 Hospitalization Coverage.** The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. In as much as 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.

Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for 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 24.02 Contribution Rates.** The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health coverage.

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 24.03** The County shall provide and maintain in full force and effect by payment of the necessary premium life insurance in an account not less than fifty thousand dollars (\$50,000.00) for each employee. If the coverage for Life Insurance is increased by the Board of County Commissioners during the term of this Agreement, then the increased coverage shall automatically be granted to employees covered by this Agreement.

**Section 24.04 Insurance Opt-Out.** Bargaining unit members who elect to take insurance coverage other than that which is provided by the Employer shall be eligible to receive insurance waiver payments of one hundred dollars (\$100.00) per month. Eligibility for this payment is contingent upon the employee providing documentation to the Employer that they are covered elsewhere.

**Section 24.05** In the event the Board of Commissioners offers a Section 125 Plan, such plan will be made available to bargaining unit members.

**ARTICLE 25**  
**MANAGEMENT RIGHTS – STATEMENT OF POLICY**

**Section 25.01** Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 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 produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

**Section 25.02** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

**ARTICLE 26**  
**TARDINESS**

**Section 26.01** Tardiness is defined as registering for work past the six (6) minute grace period for arrival to work and return from break periods.

**Section 26.02** Hours: A single hour will constitute ten, one-tenths (10, 1/10) for time clock recording (one-tenth [1/10] equals six [6] minutes).

**Section 26.03** Employees will be allowed one tenth per hour grace period past employees starting time prior to the changes in the employee's wages.

**ARTICLE 27**  
**SUBSTANCE TESTING AND ASSISTANCE**

**Section 27.01** The use, sale, distribution, possession or manufacture of illegal drugs or alcoholic beverages on the premises of Mahoning County, in any of its vehicles or by an employee on duty is prohibited.

**Section 27.02** Employees are prohibited from being under the influence of alcohol, behavior altering prescription drugs, or prescription drugs that impair the Employee's ability to safely carry out the essential functions of their position or illegal drugs during work hours. Employees are also prohibited from being under the influence of these substances when they are representing the County at meetings or in the community. Both employees and County owned equipment and containers under their control are subject to search and surveillance at all time while on County premises or while conducting County business, if the occasion warrants such measures.

**Section 27.03** An employee who must use prescribed drugs which could impair his/her ability to perform the job duties must report to his/her supervisor along with acceptable medical documentation. A determination will then be made as whether the employee should be able to perform his/her job.

**Section 27.04** Certain specific job classifications may require testing for the presence of such substances. Whenever an applicant for employment in one of those classifications must be tested, he/she will be informed of the test requirement in writing before the test is administered.

Procedure to follow when an individual is reasonable suspected to be under the influence of alcohol or illegal drugs while on duty:

An employee who suspects that another employee is under the influence of drugs or alcohol should notify the employee's supervisor (or non-bargaining unit individual in charge at the time).

The supervisor, or exempt designee, will observe the employee and determine through observation and questioning if the employee is possibly under the influence of illegal drugs or alcohol. The supervisor, or exempt designee, will record his/her observations and information gathered from the employee as well as any witnesses to the suspect employee's behavior.

If the supervisor, or exempt designee, determines that there is reason to believe the employee is under the influence of alcohol or illegal drugs, he/she will contact the Department Head and/or Mahoning County Board of Commissioners' designee.

The Department Head and/or Mahoning County Board of Commissioners' designee may conduct a further investigation or require drug/alcohol testing according to the procedure outlined below.

Prior to testing, the employee will be given a written statement documenting the specific objective facts leading to reasonable suspicion. The employee will be given an opportunity to read and understand the reasons for requiring a test and will have the opportunity to respond and/or provide a written statement. The employee's preparation of a response will not unreasonably delay the administration of the test. The employee may be accompanied by another employee during such an explanation.

The employee will lose no straight time pay during the drug testing process. Refusal to submit to a required test will be treated as a positive test.

**Testing Procedure:**

Testing will be done by a laboratory certified by the State of Ohio as a medical laboratory which complies with the scientific and technical guidelines for federal drug testing programs.

Specimens will be collected at the laboratory or hospital administering the test according to the laboratory's established procedures to ensure procedural integrity and a chain of evidence.

If the test results show the employee was under the influence of drugs or alcohol while on duty, the appropriate disciplinary action will be administered and the employee will be provided an opportunity to participate in EAP in order to reduce or hold such disciplinary action in abeyance until a rehabilitation program is completed. Any follow up tests recommended by the Substance Abuse professional treating the employee are to be paid for by the employee.

If the test results are below the levels set by the laboratory as positive, the results will be reported as negative and all documentation regarding the observations will be destroyed.

**Section 27.05** An employee experiencing problems resulting from drug or alcohol abuse or dependency shall be referred to the County EAP for assessment. Counseling will be kept confidential and will have no influence upon performance appraisal. Job performance alone will be the basis of performance appraisals.

**Section 27.06** If the Employer has reasonable suspicion that an employee is dependent upon controlled substances he/she may require the employee be evaluated by an approved alcohol/drug rehabilitation program.

The employee will be placed on paid administrative leave during the evaluation process, so long as he/she reports for the evaluation at the appointed time. If the employee refuses to promptly submit to an evaluation, he/she will be placed on an unpaid leave of absence until the evaluation is completed.

If an employee is found to be dependent upon controlled substances, he/she must use accrued sick leave, vacation leave and personal leave before requesting an unpaid Leave of Absence during the treatment program and until he/she is released by his/her physician to return to work. Any follow up tests recommended by the Substance Abuse professional treating the employee are to be paid for by the employee.

The employee will be required to submit to the evaluation before his/her return to work. Employee will use all accrued paid time off prior to going off with leave without pay. Requests for leave without pay will not be unreasonably denied.

If an employee is found to be dependent upon controlled substances, he/she must use accrued sick leave, vacation leave and personal leave before requesting an unpaid Leave of Absence during the treatment program and until he/she is released by his/her physician or treatment counselor to return to work.

**Section 27.07** Failure to cooperate with an established treatment plan may result in discipline, up to and including discharge.

**Section 27.08** An employee convicted of any criminal drug violation occurring in the workplace must report such conviction to the Appointing Authority within five (5) days.

**Section 27.09 Random Testing** All employees 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.

It is the intention of the parties to this agreement that this testing policy be applied across the board for Local 1156 employees and all non-union facility employees under the auspices of the Board of County Commissioners.

## **ARTICLE 28** **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**Section 28.01** The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonable practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

**Section 28.02** Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's sole discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

**Section 28.03** This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right impose such disciplinary

(or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

**ARTICLE 29**  
**NO-STRIKE/NO LOCK-OUT**

**Section 29.01** The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

**Section 29.02** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

**Section 29.03** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies permissible by law.

**Section 29.04** The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

**ARTICLE 30**  
**OBLIGATION TO NEGOTIATE**

**Section 30.01** The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 30.02** Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge

or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**Section 30.03** Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

### **ARTICLE 31** **FAMILY AND MEDICAL LEAVE ACT**

**Section 31.01** The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and all subsequent amendments.

**Section 31.02** Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with the said Act.

**Section 31.03** No employee shall lose seniority during the period of paid time off which attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority. The employee is required to utilize all available paid leave for FMLA absences before requesting unpaid leave for such absences, except that forty (40) hours of paid leave may be retained for the employee's use upon return to work.

**Section 31.04** Employees will be obligated to pay the employee share of health care premiums, if any, on the regular pay day. The County will cease to pay the County's share of the premium if the employee's payment is more than thirty (30) days late.

### **ARTICLE 32** **SEVERABILITY**

**Section 32.01** This Agreement is subject to all applicable Federal laws, Equal Employment Opportunity commission Rules and Regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

**Section 32.02** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provision.

### **ARTICLE 33** **TERM OF AGREEMENT**

**Section 33.01** This Agreement shall be effective and in full force and effect starting June 30, 2011 until July 1, 2014. The contract shall be automatically renewed from year to year

thereafter, unless either party notifies the other in writing sixty (60) days prior to the termination date that it desires to modify the Agreement.

## **ARTICLE 34** **LAYOFF AND RECALL**

**Section 34.01** Where, because of lack of work, lack of funds, reorganization, or abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union President or his designee no less than seven (7) days in advance of any such lay-off, indicating how many employees will be affected and what department(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

**Section 34.02** Employees within affected job titles shall be laid off according to their relative departmental seniority with the least senior employee being laid off first, providing that all probationary employees within the affected job title(s) in the department are laid off first.

**Section 34.03** Employees who are laid off from one job title may only displace (bump) another employee with lesser seniority in a lower rated job title within the same department.

**Section 34.04** Employee(s) who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in a lower rated job title pursuant to the provisions of Section 34.03, above.

**Section 34.05** At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

**Section 34.06** Employee(s) who are laid off, shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer. A more senior employee may voluntarily accept layoff.

**Section 34.07** In all cases where one employee is exercising his seniority to bump another employee, his right to bump into another department is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which is he attempting to bump.

**Section 34.08** Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right for eighteen (18) months from the date of his lay-off.

**Section 34.09** Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses or does not report for work within ten (10) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

**Section 34.10** Employee (s) scheduled for layoff shall be given a minimum of seven (7) days advance notice of lay-off.

**Section 34.11** Each notice of lay-off shall contain the following information:

- A.** The reason for lay-off or displacement;
- B.** The date of lay-off or displacement becomes effective;
- C.** The employee's seniority date in the job title;
- D.** A statement advising the employee of the right to recall and re-employment.

**Section 34.12** In the event an employee refused recall to a classification from which he was laid off, such employee shall lose recall rights.

**Section 34.13** In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the Employer may grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

**Section 34.14** Recall lists shall be kept current by the Employer and posted on the bulletin board agreed to by the Union. The Union President shall be furnished and/or forwarded a copy of all recall lists as they are made current by the Employer.

## **ARTICLE 35** **INJURY ON DUTY POLICY**

**Section 35.01** When a bargaining unit employee is injured in the course and scope of his employment and is disabled from his current position of employment for more than seven (7) days as a result of the work-related injury, the employee may be eligible for Injured-On-Duty (**IOD**) Leave provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment /transitional work. The employee shall be paid for all days from the date of injury until ninety (90) calendar days immediately after the injury provided that he satisfies the eligibility requirements of Section 02. There shall be no loss of benefits provided by the County or any applicable labor agreement during the **IOD** leave.

**Section 35.02** To be eligible, the employee, when injured on duty shall:

- 1 Submit a signed injury leave statement containing the nature of the injury, the date of the 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. Suffer lost time from employment for a period exceeding seven (7) consecutive days;

4. Furnish the County with a signed Mahoning County Authorization(s) to Release medical information relevant to the Claim;
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 35.03** 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 35.04** Leave will be paid at the employee's current rate at the time of the injury for a period not to exceed ninety (90) days.

**Section 35.05** If, for any reason, the employee's claim is denied or disallowed, said leave shall cease and the employee will be required to reimburse the County for any amounts paid pursuant to this section. The rate and method for reimbursement will be determined by the department head on a case-by-case basis.

**Section 35.06** In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with all paid time, with the exception of Injury-On-Duty benefits, used for a qualifying condition. An employee that is no longer eligible for Injury-On-Duty 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 35.07** 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 35.08** 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 Worker's Compensation to establish the assignment. In no case will modified duty exceed thirty (30) days. Any case that needs to extend beyond thirty (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 that 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 thirty (30) days, the employee will be able to return to work without restrictions.

**ARTICLE 36**  
**SUCCESSORS AND ASSIGNS**

**Section 36.01** This entire agreement shall be binding on all and any successors or assigns that may take over all or part of the operations of the Facilities Management Division. Any sale, transfer, consolidation, or assignment of services of this office shall not make the provisions of this agreement void.



## APPENDIX A

### EMPLOYEE RIGHTS

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

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

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

### RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will hold a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within 5 working days following the close of the hearing.
5. You will have 10 working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

APPENDIX B

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

\_\_\_\_\_

I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

\_\_\_\_\_

I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Appointing Authority Signature: \_\_\_\_\_

**APPENDIX C**  
**NOTICE OF DISCIPLINARY ACTION**

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

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

\_\_\_\_\_  
APPOINTING AUTHORITY

**APPENDIX D**  
**STEP 2 SUMMARY**

To the Employee and Appointing Authority

Please complete this form showing the disposition of the proposed discipline following your informal meeting. One copy should be retained by the Appointing Authority and one by the Employee and his/her representative, if any.

\*\*\*\*\*

**DISCIPLINARY MATTER SETTLED:**

Discipline to be imposed: \_\_\_\_\_

Effective (Date): \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Appointing Authority Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

**DISCIPLINARY MATTER NOT SETTLED:**

I hereby request a formal grievance be filed at Step \_\_\_ of the Grievance Procedure.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## **Appendix E**

The attached list represents the County's tentative list of approved providers for Injury-On-Duty Leave. 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.