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**AGREEMENT BETWEEN THE
MAHONING COUNTY RECORDER
AND
THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFSCME LOCAL 1156-A AND OHIO COUNCIL 8, AFL-CIO**

**Effective January 1, 2013
Through December 31, 2015**

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PREAMBLE

This Agreement is made and entered into upon execution between the Mahoning County Recorder, hereafter referred to as the "Employer," and Ohio Council 8 and Local 1156A, American Federation of State, County, and Municipal Employees, AFL-CIO, hereafter referred to as the "Union." The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Mahoning County Recorder and the Union, and to enable employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to secure a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences as to the terms of this Agreement between the parties.

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for all employees in the job classifications of the bargaining unit, as set forth in SERB Certification 02-REP-04-0071 and as amended by 02-REP-07-0133, both of which are attached to this Agreement, for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

Section 2. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term employee or employees where used herein refers to all employees in the bargaining unit.

ARTICLE 2 BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 3. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

Contract Article

**Statute/Regulation Preempted (All Statutory
References include Corresponding OAC
Sections)**

Article 9 Discipline	ORC 124.34
Article 10 Grievance Procedure	ORC 124.34
Article 11 Seniority	ORC 124.321-124.328; ORC 9.44
Article 13 Reduction in Force	ORC 124.321-124.328
Article 15 Probationary Periods	ORC 124.27; OAC 123:1-19
Article 16 Hours of Work	ORC 4111.03
Article 20 Vacation Leave	ORC 9.44; ORC 325.19
Article 21 Holidays	ORC 325.19
Article 22 Sick Leave	ORC 124.38; ORC 124.39

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 1. Management retains its constitutional, statutory, or inherent exclusive rights of the Employer with respect to matters of general managerial policy except as modified herein. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate reasonable work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed;
- C. to determine the department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty;
- E. to promulgate and enforce reasonable work rules, policies, and procedures;
- F. to determine the hours of work, the work schedules, and to establish the necessary reasonable work rules for all employees;

- G. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. to determine the necessity to schedule overtime and the amount required thereof;
- I. to determine the department's budget and uses thereof; and
- J. to maintain the security of records and other pertinent information.

ARTICLE 4
NON-DISCRIMINATION

Section 1. Both the Employer and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, or handicap.

Section 2. The parties agree that there shall be no discrimination, interference, restraint, coercion, or reprisal by either of them against any employee or any applicant for employment because of Union membership or non-Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 5
WORK RULES

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 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 meet with the Union to discuss the matter prior to the date of implementation.

Section 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.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 1. For the duration of this Agreement, the Union shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way, any strike, work stoppage or slowdown of its members at any operation of the Employer.

Section 2. The Union will cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this article. In the event a violation occurs, the Union shall immediately notify all employees such action is in violation of this Agreement, subject to possible disciplinary action, and advise all employees to immediately return to work.

Section 3. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members.

ARTICLE 7
UNION DUES DEDUCTION/FAIR SHARE FEE

Section 1. All employees electing to hold membership in the Union shall execute an authorization for dues deductions on a form provided by the Union. Upon receipt of individual written authorization cards from the Union, the Employer agrees to begin deducting regular dues, fees, and assessments from those employees executing authorization cards.

Section 2. Deductions shall be made in biweekly equal installments from the first two (2) pays of each month beginning with the first pay following the execution of the proper deduction authorization. Signed payroll deduction authorizations executed by the members shall be continuous from year to year or until such time as the employee withdraws such authorization in writing.

Section 3. The Employer will forward the aggregate payroll deductions of such dues to the AFSCME Ohio Council 8, Attn: Controller, 6800 North High St., Worthington, OH 43085. or such address as provided by the Union, within fifteen (15) days after the deductions are made. The Union agrees to provide the Employer at least thirty (30) days notice of any change in the amount of dues to be deducted or address that the deductions for dues are to be remitted.

Section 4. 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 the 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.

The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5. Fair Share Fee. In recognition of the Union's services as the bargaining representative, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. Assessment and collection of all fair share fees including, but not limited to, automatic payroll deductions shall be in accordance with Ohio Revised Code, Section 4117.09(C) and take effect sixty-one (61) calendar days from the employee's date of hire. Such deductions do not require written authorization of the employee. During the life of this Agreement, the Employer shall deduct fair share fees levied by the Union from the pay of each employee. The Union shall defend and indemnify the Employer against any and all claims or demands against it arising out of this deduction.

Section 6. After the commencement of employment, employees not electing to hold membership in the Union will, as a condition of employment, pay the Union a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement and other such permissible costs as provided for by law. 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.

Section 7. Dues/Fair Share Fee Lists. Along with the transmission of dues and fair share fees, the Employer agrees to submit to the Union two (2) separate lists identifying employees from which dues or fair share fees have been deducted. The lists shall include the employee's name, classification, current address, and amount of the deduction that was made.

Section 8. P.E.O.P.L.E. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction, provided that employee voluntarily has signed a written authorization for the deduction. This authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to send any PEOPLE deduction to the Union promptly, together with an itemized statement showing the name of each employee from whose pay this deduction has been made and the amount deducted during the period covered by the remittance. The original statement and deductions will be sent to: PEOPLE Committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, and a copy of the statement will be sent to the Council 8 Regional Office. The statement and PEOPLE deduction will be sent separately from the dues or fair share fee deduction.

ARTICLE 8
LABOR MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, within fourteen (14) calendar days of a written request of either party and/or on a mutually agreed day and time, the Recorder and/or his designee shall meet with not more than two (2) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting.

The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall include, but not be limited to:

- A. Notify the Union of changes made by the Employer which affect bargaining unit members;
- B. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
- F. To consider and discuss health and safety matters relating to employees.

Section 3. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible. Union employee representatives shall not suffer any loss of straight time pay during attendance at such meetings during their scheduled working hours. Attendance at such meetings during non-scheduled hours shall not be compensated.

Section 4. Nothing in this article shall prevent the parties from informally resolving matters of immediate concern. Subjects of immediate concern to the Union, which are not the proper subject of a grievance as defined herein, shall be brought to the attention of the Employer. Subjects of immediate concern to the Employer shall be brought to the attention of the Union Chapter Chairperson.

ARTICLE 9 **DISCIPLINE**

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), 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.
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. Demotion.
6. 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 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary 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. This notification shall also include the employee's right to Union representation and the time

and place of a predisciplinary meeting, to be held within forty-eight (48) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary 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. Resolution to disciplinary action, where the employee has declined Union representation, shall not serve as precedent in future disciplinary matters. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within ten (10) calendar days from receipt of the notice of discipline by the employee. Disciplinary action not involving a loss in pay may be appealed through the grievance procedure, but is not subject to the arbitration procedure.

Section 6. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited, to the extent necessary, to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 7. 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 and Written Reprimands	twelve (12) months
Suspensions and Demotions	twenty-four (24) months

Section 8. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction, provided that employee voluntarily has signed a written authorization for the deduction. This authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to send any PEOPLE deduction to the Union promptly, together with an itemized statement showing the name of each employee from whose pay this deduction has been made and the amount deducted during the period covered by the remittance. The original statement and deductions will be sent to: PEOPLE Committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, and a copy of the statement will be sent

to the Council 8 Regional Office. The statement and PEOPLE deduction will be sent separately from the dues or fair share fee deduction.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. The term grievance shall mean a dispute or difference between the Employer and the Union/employee involving an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 2. A grievance may be filed by any member of the bargaining unit or the Union. Where a group of bargaining unit members or the Union desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure.

Section 4. All grievances shall be filed in writing on a form provided by the Union and must contain, but not be limited to, the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved. The Union has the right to amend the articles/sections involved up through the last step of the grievance procedure.
4. Relief requested. The Union has the right to amend the remedy up through the last step of the grievance procedure.
5. Signature of the employee.

Section 5. Disciplinary grievances involving suspension, reduction in position, pay, or discharge are to be appealed directly to Step 2 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Within ten (10) working days of the incident, the aggrieved employee shall submit his written grievance to the Administrative Deputy Recorder, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The Administrative Deputy Recorder shall schedule a meeting to discuss the grievance and respond in writing to the grievant within ten (10) working days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Recorder or his designee within five (5) working days of receipt of the Step 1 answer. The Recorder or his designee shall meet with the grievant and a representative of the Union to discuss the grievance. The Recorder or his designee shall provide a written response to the grievant within ten (10) working days of such meeting.

Grievances unresolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with the provisions of this article. At any time after the Step 2 answer the parties may mutually agree to mediate the dispute using the Federal Mediation and Conciliation Service (FMCS).

Section 7. Arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

Selection of the Arbitrator

Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the voluntary rules of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). Upon the conveyance of the demand for arbitration, the parties shall request a panel of names of arbitrators from either AAA or FMCS.

For FMCS requests, the parties shall request a panel of nine (9) arbitrators, who are Ohio residents and National Academy Certified, from which the Employer and the Union shall select. Selection will then be done by the representatives of the parties alternately striking names until only one (1) individual remains. For AAA requests, once AAA submits the

panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA. Each party may reject up to two (2) lists and request another list. The Union agrees that the Employer, at its option, may have an unresolved matter submitted to AAA. Should it exercise this option, the Employer agrees to pay the additional costs, beyond that of a FMCS list, associated with obtaining a AAA panel.

Hearing and Decision

The arbitrator shall conduct a hearing on the grievance within the time allotted by AAA. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;
2. contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement;
3. changing classifications, job duties, or rates of pay not negotiated as part of this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, he will make a determination on the merits of the grievance.

Arbitration Expenses

The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

ARTICLE 11 **SENIORITY**

Section 1. Definition. Seniority shall be computed by length of accumulated, uninterrupted, full-time service as a bargaining unit member with the Mahoning County Recorder's Office. If an employee is discharged or resigns and is later rehired, he shall be considered a new employee.

Section 2. Seniority is interrupted through voluntary resignation, termination of employment for just cause with no reinstatement upon appeal, layoff in excess of twelve (12) months, and failure to report to work without prior notice to the Employer for a minimum of three (3) consecutive work days. Seniority will continue to accumulate during any period of approved leave of absence granted to an employee.

Section 3. Seniority List. Twice annually, during January and July, the Employer shall prepare and post a seniority list. Additionally, the Employer agrees to prepare and post an updated seniority list whenever there are new additions/deletions to the bargaining unit.

ARTICLE 12 **PERSONNEL FILES**

Section 1. Personnel Files. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer. Inasmuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made. If possible, such notification shall be made prior to the release of the information.

Section 2. Access. Each bargaining unit member shall be allowed to review his personnel file during non-working time within twenty-four (24) hours of submitting a written request to do so. If requested, an AFSCME representative will be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the AFSCME representative to be granted access to the personnel file once the request has been made.

Section 3. Clarification. Bargaining unit members will be provided a copy of any new material placed in a member's personnel file. If the member feels that clarification of the circumstances surrounding the writing of such material is necessary, the member may submit to the Recorder or his designee a written clarification or explanatory memorandum. Such memorandum shall not contain derogatory or scurrilous matter regarding the Employer or any other employees. Upon examination, the Recorder or his designee shall have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

ARTICLE 13 **REDUCTION IN FORCE AND RECALL**

Section 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 rules and regulations of the State Personnel Board of Review (SPBR) and Ohio Department of Administrative Services (ODAS) governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of work, lack of funds, or a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force is to be made within the bargaining unit, the Employer will determine in which classification a reduction is to be made. Within the affected classification, the member with the least amount of seniority shall be laid off first. Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 11 of this Agreement. In the event that two (2) employees are identically situated for purposes of seniority, the tie will be broken by a coin flip. An employee who is laid off under this article may utilize his seniority to displace another bargaining unit member with less seniority residing in a lower classification. An employee who displaces another bargaining unit member residing in a lower classification shall receive the applicable rate of pay for the classification into which he bumps.

Section 4. Recall. A bargaining unit member laid off or exercising displacement rights under this article shall remain on the layoff list for one (1) year. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the Employer shall recall from the layoff list by classification in reverse order in which the members were laid off. Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who

refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 5. Payment of Accrued Leave. A bargaining unit member who is laid off may request to receive payment for any accrued, unused vacation leave. Such payments shall be made in the form of a biweekly paycheck until such time as all accrued unused vacation leave has been depleted.

ARTICLE 14

PROMOTIONAL VACANCIES/TEMPORARY TRANSFERS

Section 1. Vacancy Determination. The Employer shall determine when a promotional position within the bargaining unit is vacant and when or if it is to be filled. If the Employer eliminates a position that was in the bargaining unit, the Employer will notify the Chapter Chairperson of the elimination.

Section 2. Vacancy Posting. When a promotional vacancy occurs, including a new job created within the bargaining unit, the Employer shall post a notice of the opening or openings for seven (7) consecutive calendar days. The notice shall contain the classification title, rate of pay, department, brief job description, and date of posting. Employees who wish to be considered for the posted job must file written application with the Recorder by the end of the posting period. Vacancies for promotional bargaining unit positions shall be posted as such.

Section 3. Vacancy Award. All applications timely filed shall be reviewed by the Employer and the job will be awarded to the most qualified employee on the basis of experience, skills, and abilities. If the Employer determines that two (2) employees are equally qualified, the promotional vacancy will be awarded to the most senior applicant. If there are no qualified employees who bid, the Recorder may fill the vacancy from outside.

Section 4. Temporary Transfers. The Employer may temporarily transfer employees from one (1) job classification to another job classification either within the same department or to another department and so long as such transfer is in accordance with seniority. A temporary transfer shall not exceed thirty (30) calendar days, unless mutually agreed upon by the Union, the Employer, and the employee.

Section 5. Transfer Pay Rate. Any employee who performs work in a lower classification shall receive his regular rate of pay. Any employee who performs work in a higher classification shall be paid the rate of the higher classification for all hours worked in the higher classification. Vacation, holiday, bereavement, paid personal days, and sick leave pay while on temporary transfer shall be at the employee's regular rate of pay.

ARTICLE 15
PROBATIONARY PERIODS

Section 1. Initial Appointments. Newly appointed employees to bargaining unit positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work and shall continue for a period of one hundred eighty (180) days. A newly appointed employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

Section 2. Promoted Positions. Newly promoted employees to bargaining unit positions shall be required to successfully complete a probationary period. The probationary period for such employees shall begin on the first day of work in the newly promoted position and shall continue for a period of ninety (90) days. A newly appointed promotional employee may be reduced back to his former position at any time during the promotional probationary period and shall have no appeal over such reduction.

ARTICLE 16
HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. This article is intended to be used as the basis for computing overtime eligibility and shall not be construed as a guarantee of work per day or per week.

Section 2. Work Scheduling. The normal work schedule shall consist of five (5) consecutive eight (8) hour days (Monday through Friday). The work week for employees covered by this Agreement shall normally be from 8:00 a.m. Monday through 4:30 p.m. Friday. Except in the event of an emergency no changes will be made in the posted work schedules.

Section 3. Work Day. The normal work day shall consist of eight and one-half (8 1/2) hours of work inclusive of a thirty (30) minute unpaid break for lunch and two (2) fifteen (15) minute breaks.

Section 4. Work Week Defined. Each employee's work schedule shall be determined by the Employer. The normal work week for full-time bargaining unit employees shall consist of forty (40) hours of work performed during a seven (7) day, one hundred sixty-eight (168) hour period, established by the Employer.

Section 5. Overtime. All overtime will be paid according to the Fair Labor Standards Act (FLSA). Bargaining unit members shall be entitled to receive one and one-half (1

1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours during the standard seven (7) day, one hundred sixty-eight (168) hour work week established previously or for all hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the commencement of the employee's shift. Instead of overtime pay, an employee may elect to receive compensatory time at the rate of one and one half (1 ½) hours off for each overtime hour worked. Employees may use compensatory time subject to operational needs.

Section 6. Overtime Approval. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer.

Section 7. Mandatory Overtime. The Employer shall be the sole judge of the necessity for overtime. When overtime is necessary, the Employer shall offer overtime to employees by seniority. Once every employee has been offered overtime once by seniority, future overtime shall be offered first to the employee with the fewest number of overtime hours worked in that calendar quarter, then to the employee with the second fewest overtime hours worked and so on. Employees may refuse an offer of overtime, but if an insufficient number of employees accept the overtime, the Employer may assign employees to work the overtime in reverse order of seniority. The employees' immediate supervisor may be included in the rotation of employees eligible to perform overtime. On the first day of each calendar quarter, all employees' number of overtime hours worked shall be reduced to zero and the rotation for overtime hours shall start again as set forth above. For the purposes of calculating eligibility for overtime pay, all time paid shall be counted as time worked.

ARTICLE 17 **SALARY AND WAGES**

Section 1. Employees shall progress through the steps of the wage scale contained in Appendix A as follows:

An employee is eligible to move to the next available step 26 pay periods following the employee's last step increase contingent upon the receipt of a satisfactory evaluation, Appendix B. Each employee shall receive an evaluation between October 1 and October 31 of each year. An employee who receives an unsatisfactory evaluation may file a grievance regarding the evaluation rating and the Union may process that grievance through arbitration pursuant to Article 10. Additionally, an employee may request an action plan to correct deficiencies and request a subsequent evaluation not later than December 15 of that year.

All employees are expected to perform all of the duties contained in the position description for Deputy Recorder and will be cross trained as a result of the combination of the classifications of Deputy Recorder 1 and 2 into the new position. Each employee will

be afforded a reasonable amount of training time to ensure that they have an opportunity to acquire the necessary skill and knowledge to perform the duties.

Section 2. The employee shall be responsible for their portion of the OPERS contribution each pay period. This contribution shall be deducted each pay period and shall be reflected on the employee's payroll stub.

Section 3. Employees shall receive \$30.00 per month to defer the cost of parking. Each employee must submit a receipt for such expense in order to receive the stipend. The receipt must contain the vendor's name.

ARTICLE 18 **HEALTH INSURANCE**

Section 1. Hospitalization Coverage. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch 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.

Section 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.

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

Section 5. The Employer shall provide and maintain in full force and effect, by payment of the necessary premium, life insurance not less than \$30,000 for each employee.

ARTICLE 19
VACATION LEAVE

Section 1. Eligibility. Vacation eligibility is based on years of continuous full-time service with the Recorder's Office. Full-time employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer.

Section 2. Accrual. The amount of vacation leave to which an employee is entitled is based upon length of service with the Recorder's Office as follows:

<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Days</u>
Less than one (1) year	None	None
One (1) but less than Eight (8)	two (2) weeks	ten (10) work days
Eight (8) but less than Fifteen (15)	three (3) weeks	fifteen (15) work days
Fifteen (15) but less than Twenty-Five (25)	four (4) weeks	twenty (20) work days
Twenty-Five (25) or more	five (5) weeks	twenty-five (25) work days

Employees will receive one (1) additional day of vacation for each year of service after twenty-five (25) years. Example – An employee who has completed twenty-eight (28) years will receive five (5) weeks and three (3) days of vacation.

Employees will accrue leave on a bi-weekly basis. Employees will be credited with the applicable amount of vacation leave upon their anniversary date for use during the following year.

Section 3. Scheduling. All requests for vacation leave are subject to the operational needs of the Employer. From December 1st to December 15th of the year preceding the year in which the vacation is to be taken, employees shall submit vacation requests. Requests for vacation leave submitted during this period will be granted on the basis of seniority as described in Article 11.

From December 16th to January 2nd, no vacation requests for the coming year will be accepted. The Employer shall approve or deny the employee's requested vacation by January 2nd. After January 2nd, employees may request vacation time should it be available. Requests shall be acted upon on a first-come, first-served basis, except that

where two (2) employees submit request for the same day, at the same time, seniority will prevail.

Section 4. Recall to Duty. Nothing herein shall be construed as preventing the Employer from recalling an employee to duty when an unforeseen emergency occurs. The Employer agrees to notify the Union in the event of a recall.

Section 5. Accumulation and Carry-over. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. An employee may carry over vacation leave up to three (3) years. Any vacation accrued in excess of three (3) years shall be paid to the employee and deducted from the accrued balance. The employee may cash out accrued vacation only to the extent that it exceeds a total of what he or she would have accrued in three (3) years, except that all accrued leave may be cashed out upon termination of employment.

Section 6. Separation Payment. An employee will receive payment for any unused accumulated vacation time upon separation. In the event of death, payment shall be made to the employee's estate.

ARTICLE 20 **HOLIDAYS**

Section 1. Holidays. The following days are designated as paid, eight (8) hour, holidays for full-time bargaining unit members.

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Martin Luther King Day | 7. President's Day |
| 3. Memorial Day | 8. Independence Day |
| 4. Labor Day | 9. Christmas Day |
| 5. Columbus Day | 10. Veteran's Day |
| | 11. Day After Thanksgiving |
| | 11. Two (2) Personal Days |

Section 2. Holiday Pay Eligibility. Full-time bargaining unit members will receive eight (8) hours of holiday pay for those holidays listed above. In order to be eligible to receive holiday pay, an employee must work his regularly scheduled shift before and after the designated holiday, unless the employee is on approved bereavement leave or vacation leave. The Recorder, at his sole discretion, may waive this section in individual circumstances.

Section 3. When a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday, and when a holiday falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.

ARTICLE 21
SICK LEAVE

Section 1. Accrual. Employees shall accrue sick leave credit at the rate of 4.6 hours for each completed eighty (80) hours of service, not to exceed one hundred twenty (120) hours accumulation per year. Service for the purpose of sick leave accrual includes the following: regular hours worked, paid vacation, and holidays. It does not include time spent on unpaid leave, unpaid suspension, or layoff.

Section 2. Usage. Employees may use sick leave, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee;
- B. Exposure to contagious disease that could be communicated to and jeopardize the health of other employees;
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner which cannot be scheduled during non-work hours;
- D. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member;
- E. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 3. Immediate Family Defined. Immediate family is defined as the employee's spouse, child, mother, father, brother, sister, grandmother, grandfather.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum increments of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Notification. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, within one (1) hour of the start of his shift, unless an emergency prevents such notice. Additionally,

within one (1) hour of the start of each shift thereafter, the employee will notify the Employer of his availability, unless the Employer waives the requirement to do so.

Section 6. Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed practitioner shall be required to justify the use of sick leave. The certificate must state that the employee/member of his immediate family was examined, the date and time of such examination, that the employee cannot work or that the employee must take care of a member of the employee's immediate family, and the expected return date. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Where the employee utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work.

The Employer may require employees who maintain a zero (0) or near zero (0) sick leave balance to provide a certificate from a practitioner as described above for each absence, on the first day worked following the absence, until such time as the employee has accrued and maintained a minimum balance of twenty four (24) hours of sick leave for four (4) consecutive pay periods. When an employee has satisfied the balance requirement, the Employer will notify the employee in writing of such and remove the requirement to provide a certificate from a practitioner. Once an employee has been required to provide such notice for a zero (0) or near zero (0) balance, anytime the employee's sick balance is less than sixteen (16) hours the Employer may reinstate the requirement until the employee again has a minimum balance of twenty four (24) hours. The Employer will consider the circumstances that lead to the zero (0) or near (0) balance prior to implementing this requirement. An employee who fails to submit the required documentation is subject to progressive disciplinary action up to and including dismissal.

Section 7. 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.

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 disability leave or disability separation.

Section 8. Sick Leave Transfer. An employee who transfers to the Mahoning County Recorder's Office from another Mahoning County Agency shall be credited with the unused balance of his accumulated sick leave. An employee who transfers from a non-

county public agency/entity is not eligible to transfer unused accumulated sick leave to the Recorder's Office.

Section 9. Sick Leave Conversion. At the time of retirement under the Ohio Public Employees Retirement System (PERS), and having ten (10) years of service with the Recorder, an employee is eligible to receive payment for twenty-five percent (25%) of his unused, accumulated sick leave earned with the Recorder, up to a maximum of thirty (30) days pay, two hundred forty (240) hours. An employee who terminates employment as a result of a violation of the Employer's rules or regulations or a criminal conviction of law is not eligible to receive payment under this section.

Section 10. Sick Leave Donation.

Any employee of the Recorder's Office may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the Leave Donation Program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an illness, injury, or any other condition covered by the Family Medical Leave Act.

- A. An employee may receive donated sick leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave meets the following criteria:
 - 1. Has a serious illness, injury, or other condition covered by the Family Medical Leave Act;
 - 2. Has no accrued sick, personal, vacation, or compensatory time;
 - 3. Has successfully completed his/her probationary period; and
 - 4. Has made the request for leave Donation prior to returning from sick leave.

- B. Employees may donate leave if the employee donating meets the following criteria:
 - 1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used; and
 - 2. Donates a minimum of eight (8) hours.

- C. Employees using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit if the receiving employee retires.

- D. Employees who wish to donate sick leave shall certify:
 - 1. The name of the employee for whom the donated leave is intended; and
 - 2. The type of leave and number of hours to be donated; and

3. That the leave is donated voluntarily and the employee understands that the donated leave will be returned if not used.

E. The Employer shall ensure that no employees are forced to donate leave. The Employer shall respect an employee's right to privacy. However, the Recorder may, with the signed permission of the employee who is in need of leave, inform employees of the co-worker's critical need for leave. Donation of Leave shall occur on a strictly voluntary basis.

ARTICLE 22

ATTENDANCE INCENTIVE PROGRAM

Section 1. Purpose. In order to encourage employees to conserve sick leave, promote attendance, and decrease incidents of lost time, the Mahoning County Recorder's Office

establishes the following "Attendance Incentive Program" subject to the terms, conditions, and qualifications set forth below.

Section 2. Qualifications. In order to participate in this program, an employee must possess a minimum sick leave balance of seven hundred fifty (750) hours in each year of participation, and possess a minimum of twenty (20) years public service under PERS.

Section 3. Program. In lieu of the sick leave conversion program established under Article 22, Section 9, an employee meeting the above qualifications may elect to convert to cash twenty-five percent (25%) of his sick leave balance in excess of seven hundred fifty (750) hours, up to a maximum payment of eighty (80) hours total in a single year. Such election may be made for three (3) individual years, and the total amount of sick leave converted shall not exceed two hundred forty (240) hours for the three (3) selected years. An employee electing to participate in this program shall not be eligible for the conversion described under Article 22, Section 9.

Once an employee elects to take part in this program, such election may not be withdrawn. At the conclusion of the program, the participating employee will forfeit all unused, accumulated sick leave.

Section 4. Waiver for Current Employees. For those bargaining unit members employed as of October 20, 2005, the minimum balance required for participation in each year shall be five hundred (500) hours. All other program requirements and limitations other than the minimum balance shall continue to apply.

ARTICLE 23
BEREAVEMENT LEAVE

Section 1. In the case of the death of a member of the employee's immediate family, an employee will receive consecutive paid working days off, according to the following schedule, one (1) day of which must include the day of the funeral. If the funeral falls on a non-work day, the bereavement leave does not have to include the funeral date.

Five (5) working days off for the death of the employee's: spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, co-domiciled partner, or a relative by blood or marriage who resides in the employee's home.

Three (3) working days off for the death of the employee's: brother-in-law or sister-in-law.

ARTICLE 24
LEAVE OF ABSENCE WITHOUT PAY

An employee who has exhausted all of his available accrued, unused paid leave may request an unpaid leave of absence, not to exceed one hundred twenty (120) calendar days. The Employer shall have complete and total discretion in evaluating requests for leave under this article. During such leave, the bargaining unit member's seniority shall not be broken, but the member shall cease to accumulate all paid leave and shall be responsible for the full payment of the insurance premium, for that month, for the plan in which he is enrolled. A bargaining unit member who requests and is granted a leave of absence without pay for less than thirty (30) days will be responsible for the payment of the insurance premium for that month(s), in proportion to the number of days of unpaid leave that are requested (i.e., in a thirty [30] day month, with a fifteen [15] day leave without pay request, the employee would pay half of the total insurance premium should he wish to remain in the plan). The employee shall never contribute less than the amount established by the Employer for employee contributions through the operation of this article.

ARTICLE 25
JURY DUTY/COURT LEAVE

Section 1. The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leaves granted by the Employer under the provisions of this article will commence on the date of appearance noted on the summons. All employees granted such leave will notify the Employer immediately upon completion of the jury duty obligation. Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

Section 2. On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift, provided sufficient time remains for such employee to properly report for duty and two (2) hours of work remains.

Section 3. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may use vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE 26
INJURY ON DUTY

Section 1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay during the time period he is unable to work, not to exceed ninety (90) calendar days.

Section 2. In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall complete the required steps for eligibility certification established by the County Risk Manager and apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claim's compensability by the County Risk Manager, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the ninety (90) day period.

Should a claim be denied at any time, the Employer's obligation to provide such payment(s) shall be terminated and the employee shall reimburse the Employer for payments already received.

Section 3. After ninety (90) calendar days should the employee still be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

Section 4. Should a fitness for duty exam or physician's certification determine that the employee is capable of performing in a light duty capacity, and the Employer, with the approval of the County Risk Manager, determine that it wishes to offer a light duty position, an offer of light duty will be made to the employee. The light duty position will be compensated at seventy percent (70%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article shall obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the ninety (90) day period.

Light duty positions are intended to be temporary in nature and shall not exceed ninety (90) days without the approval of the County Risk Manager.

ARTICLE 27 **BULLETIN BOARDS**

Section 1. The Employer shall provide space for a bulletin board for the exclusive use of members of the bargaining unit.

Section 2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of standing committees and independent arms of the Union; and
- G. legislative reports;
- H. minutes; meeting notes;
- I. miscellaneous union publications/literature.

All other notices of any kind not covered in "A" through "I" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 28

UNION REPRESENTATION

Section 1. Representatives of the Union shall be permitted to enter the Employer's property for the purpose of ascertaining whether this Agreement is being observed and for attending meetings with the Employer, provided such visits shall not interfere with the normal orderly operations of the Employer, and such visits shall be subject to the general rules of the Employer applicable to visits by non-employees, and requests for visitations shall not be withheld unreasonably.

Section 2. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as "stewards." Each steward shall have an alternate who shall act as the steward when the steward is absent from work.

Section 3. There shall be one (1) steward who shall represent all classifications as agreed upon by the parties in negotiations. If the need arises to adjust either the number of stewards as provided in this Agreement or the agreed upon areas of representation, the Employer and the Union will endeavor to resolve the matter in a mutually satisfactory manner. It is the understanding of the parties hereto that there shall be one (1) steward for the bargaining unit, and the Union shall certify the name of said steward within thirty (30) days of the appointment of said steward.

Section 4. Generally, the investigation and writing of grievances shall be on non-duty time. Under special circumstances approved by the supervisor and where work schedules are not disrupted, up to one (1) hour of duty time may be used for one (1) Union representative to investigate or write a grievance. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall suffer no loss of pay while attending the hearings. Reasonable time shall be granted to one (1) steward with notice to and approval of the steward's supervisor to write grievances on duty time with regard to discharge or suspension without pay. Supervisory approval shall not be unreasonably denied.

Section 5. A steward having an individual grievance in connection with his own work may ask for the Chapter Chairperson to assist him in adjusting the grievance with his supervisor.

Section 6. Rules for Union Activity. Rules governing the activity of Union representatives are as follows:

- A. No official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of the other employees. No Union business will be conducted during work hours except to the extent specifically authorized herein. A steward shall notify his supervisor prior to leaving a workstation, indicating the reason and the member of management with whom he is meeting.
- B. Employee officials of the Union shall lose no pay as a result of attending meetings with management to discuss Union-management issues.

Section 7. Union Conventions. Duly elected or appointed delegates to conventions, conferences, or seminars of the Union who are in the bargaining unit shall be granted time off for the purposes of participating in such activities. The employee must request such time off one (1) week in prior to the posting of the work schedule. Such leave shall not exceed a total of ten (10) working days, three (3) of which will be paid days, per calendar year. In lieu of time off without pay, employees may elect to take vacation leave for such meetings.

Section 8. The Union shall, within thirty (30) days of the effective date of this Agreement, furnish the Employer with a written list of the local Union officers, stewards, and alternate stewards, indicating the departments and classification(s) and shift(s) to which each is assigned, and further, shall notify the Employer in writing of any changes therein.

ARTICLE 29 **SEVERABILITY**

Section 1. 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, within ten (10) days, for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 2. Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA) or any other state or federal law relative to handicap or disability discrimination shall not be construed by either party as a violation of this agreement or any provision herein. Nothing in this section shall be construed as giving rights to an individual who is not a member of this bargaining unit.

ARTICLE 30
SUCCESSOR

The provisions of this Agreement shall be binding upon the Employer and its successors, assigns, or future purchasers and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Employer department of any or all of its property, or affected or changed in any respect by any change in legal status, or management of the department. This Agreement shall cover all future locations which the Employer department may operate during the term of this Agreement or any extension thereof.

ARTICLE 31
DURATION

This Agreement shall be effective upon signing and expire on December 31, 2008, unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than ninety (90) days nor later than sixty (60) days prior to the expiration of the Agreement. If such notice is given, negotiations shall commence and the provisions of this Agreement will be maintained until such time as a successor Agreement is in effect.

SIGNATURE PAGE

Signed and dated at Mahoning County, Ohio, on this 14th day of May
_____, 2013.

For the Mahoning County Recorder



Nora Lynn Palermo,
Mahoning County Recorder

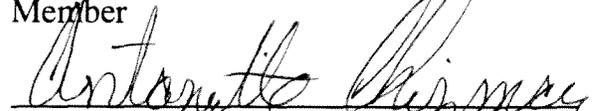
For the Union



John J. Filak, Regional Director
AFSCME Ohio Council 8, AFL-CIO



Michelle Michael, Bargaining Team
Member



Antoniette Chizmar, Bargaining Unit
Member

APPENDIX B

SIDE LETTER OF AGREEMENT

The parties agree that the Union's specific waiver of R.C. 9.44 shall not affect any member of the bargaining unit employed as of November 2, 2005. Those bargaining unit members currently employed by the Mahoning County Recorder's Office shall continue to have their prior public service counted for the purposes of vacation service credit. For new hires, vacation service credit will be determined on the basis of seniority, in accordance with Article 11, Seniority, of the parties' collective bargaining agreement.

SIDE LETTER AGREEMENT
APPENDIX C

Employees will be placed into the new wage structure as follows:

Antoniette Chizmar Step 5

Angela Iudiciani Step 2

Michelle Michael Step 5

Denise Russell Step 5

These placements shall be effective January 1, 2013 and employees shall be paid at the rates included in Appendix A retroactively back to January 1, 2013.