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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN
THE MAHONING COUNTY TREASURER'S OFFICE
AND
THE BOARD OF COUNTY COMMISSIONERS,

AND

TEAMSTERS UNION LOCAL NO. 377



EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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ARTICLE 1: PREAMBLE

A. Parties to the Agreement

This Agreement entered into this first day of January, 2013, is by and between the Mahoning County Treasurer, hereinafter referred to as the Treasurer, and the Teamsters Union Local No. 377, hereinafter referred to as the Union.

B. Term of Agreement

The effective date of this Agreement shall be January 1, 2013 and the termination date shall be December 31, 2015, unless otherwise extended by mutual agreement of both parties.

ARTICLE 2: PURPOSE & SCOPE

A. Purpose & Scope

It is the purpose and scope of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Treasurer and the Union covered hereby, to insure true collective bargaining under state law, to establish wages, salaries, hours, working conditions and other terms of employment consistent with the availability of public funds and the statutory obligations and rights of the Treasurer, and to provide a procedure for prompt and equitable adjustment of grievances to the end that there will be no interruptions or impeding of work, work stoppages, strikes, lockouts, or other interferences with service during the life of this agreement.

ARTICLE 3: EMPLOYEES COVERED BY THIS AGREEMENT

The provisions of this agreement shall be applicable to all existing permanent full-time employees of the Treasurer and permanent full-time employees who may be hired in the future by the Treasurer, but subject to the exclusions listed in Appendix A.

ARTICLE 4: MANAGEMENT RIGHTS

A. The Union shall recognize the right and authority of the Treasurer to administer the business of the Mahoning County Treasurer's Office and in addition to perform other functions and responsibilities which are required by law, and the Union shall recognize that the Treasurer has and will retain the full right and responsibility to direct the operations of the Treasurer, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, layoff, recall, reprimand for just cause, suspend for just cause, discharge or discipline for just cause;
2. To manage and determine the location, type and number of physical facilities, equipment programs, and the work to be performed.
3. To determine the Treasurer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
4. To determine the size and composition of the work force and the Treasurer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
5. To determine the hours of work, work schedules and to establish the necessary work rules for all employees;
6. 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;
7. To maintain the security of records and other pertinent information;
8. To determine and implement necessary actions in emergency situations;

B. No Restriction on Treasurer's Rights

The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Treasurer in the past.

ARTICLE 5: UNION SECURITY

A. Eligibility for Membership

1. Subject to item 3 below, it shall be a condition for employment that all present permanent full-time employees covered by this agreement are members of the Union in good standing on the effective date of this agreement and shall remain in good standing and all future permanent full-time employees covered by this agreement who are employed after the effective date of this agreement and who become members in good standing, however, that no employee shall be eligible for Union membership until he has completed a probationary period of 60 days.
2. Subject to item 3 below, it is agreed that all new permanent full-time employees of the Treasurer covered by this agreement as a condition of continued employment shall be members of the union on the sixty first (61) 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.

3. All employees in the bargaining unit shall either become and remain members of the Union pursuant to item 1 above or be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the Ohio Revised Code, Section 4117.09(C) which shall be remitted by the Treasurer to the Union in accordance with that section. Such fee shall be effective thirty (30) days following the beginning of employment.

B. Union Membership Check-Off

During the life of this agreement, the Treasurer shall deduct Union Membership dues, initiation fees, and fair share fees levied in accordance with the constitution and by-laws of the Union levied in accordance with the constitution and by-laws of the Union from the pay of each employee who signs an authorization. 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 cancelled by an employee upon written notice to the Treasurer during the last ten (10) days of each calendar year (Dec 22 to Dec 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 Treasurer.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions of OHIO DRIVE. OHIO DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO DRIVE Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

C. Union Activities and Visitations

A representative of the Union may visit with the employees 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. Shop stewards shall have the authority to visit with employees within his jurisdiction during reasonable times and periods for the purpose of orderly settlement of grievances. The Union shall furnish the Treasurer with a written list of shop stewards stating the department or unit to which each steward is assigned and shall notify the Treasurer in writing of any change within thirty (30) days.

D. Union Time

1. Employees of the bargaining unit who are selected by the bargaining unit to attend meetings, conventions, seminars, and/or workshops of their International Union or affiliated body on a regional, state, or national level shall be granted union time for such purposes. Union time for these purposes shall be ten (10) cumulative days per calendar year, which shall be unpaid. Union time will be requested at least five (5) days in advance of activity, when possible.

2. An employee may request and shall be granted the use of vacation, compensatory time, or personal time or a combination of any of the above for time taken in Section A above in excess of the ten (10) days.

ARTICLE 6: CLASSIFICATIONS – PROMOTIONS

A. Classification and Qualifications

The Treasurer shall at all times and in every instance reserve the right exclusively, to establish, change, or delete classifications establish qualifications, experience, and educational requirements for the various positions in the Treasurer's Office. It is understood, however, that the Treasurer will make no changes in classifications or qualifications in presently existing positions to the detriment of any employee who holds that particular position at the time the change is to be effective. All new employees shall be classified at the discretion of the Treasurer.

B. Promotions and Advancements

Promotions and Advancements to higher classifications, except for supervisory and other excluded classifications, shall, unless impossible, be made from existing personnel. When a vacancy occurs, the vacancy shall be filled by the posting 7 days in advance of the classification setting forth the rate of pay, education, experience, and physical requirement if any. The Union has the right to discuss and be heard in the posting and filling of classifications, however, this right does not restrict the Treasurer's discretion in making the ultimate decision in these matters.

Applications from existing employees to fill the vacancy will be accepted during the 7 day period. Upon receipt of applications, the applications will be reviewed for compliance to the posted requirements and a bid list prepared.

If no applications are received, or if no applicant meets the minimum requirements for the classification, the Treasurer may then fill the vacancy by appointment from outside the Treasurer's office provided that the posted requirements are met.

ARTICLE 7: SENIORITY

The parties recognize that promotional opportunity and job security in the event of promotions, decrease of forces, and recalls after layoffs, should increase in proportion to length of continuous service and that in the administration of this agreement, full consideration shall be given to continuous service in such cases.

Effective the date of this agreement, the seniority of any employee joining the Treasurer, whether he be transferred from another political sub-division or come from the private sector, will begin on the date of his hire by the Treasurer except in those matter related to public employment reciprocity that are defined in Ohio statutes. The seniority of an employee who holds or is promoted to an excluded position will continue to accrue while the employee holds the excluded position.

In recognition, however, of the responsibility of the Treasurer for the efficient operation of the department, it is understood that in all cases of promotion except promotions to positions excluded from the bargaining unit, the following factors will be considered:

1. Ability to perform work.
2. Educational qualifications.
3. Experience record.
4. Physical fitness.
5. Continuous service.

Each employee shall have such continuous service records as is shown on the employment records of the Treasurer for each employee, and he shall accumulate additional continuous service until his service record shall end and be cancelled.

When vacancies occur or new jobs are created, the Treasurer shall post a notice of the opening or openings, stating the job classifications and the job requirements and shall follow the procedure as outlined in Article VI, Section B, of this agreement.

ARTICLE 8: LAYOFFS

A. Whenever because of lack of work, lack of funds, or abolishment of positions, it is necessary for the Employer to lay employees off, layoffs shall occur in the following order:

1. Newly hired employees who have not completed their probationary period.
2. The employee with the least Bargaining unit seniority in the affected classification series.
3. For purposes of this Agreement, "abolishment" means the permanent deletion of a position from the organization or structure of the Employer due to lack of continued need for the positions, due to reorganization for efficient operations, or lack of work. Said deletion expected to be permanent and to be done in good faith. The lack of work is expected to be permanent if the lack of work is expected to last more than one (1) year.

B. Before any employee is given notice of layoff, the Union and the Agency will meet immediately for the purpose of discussing the impact of layoffs on Bargaining Unit employees and possible alternatives to layoffs.

C. Laid off employees shall be notified at least twenty-one (21) work days prior to layoff by certified letter of witnessed hand delivered letter. The notice shall contain the date of commencement of layoff and a notice of the employee's right to "bump". The Union shall be given a copy of all layoff notices.

D. The employee shall notify the Employer of their intent to bump within ten (10) work days of receipt of the notice. Any employee not submitting such request within ten (10) work days shall be considered to have accepted the layoff. Should the employee opt to accept the layoff, the employee may, upon written request, receive all accrued vacation pay.

E. An employee whose position has been abolished or who is laid off for any reason may "bump" any employee in the Unit with less Bargaining Unit seniority provided they meet the minimum qualifications of the position as spelled out in the job description. The employee will be given 90 days to demonstrate the ability to perform in the position into which the employee has bumped. If the Employer determines that the employee cannot perform the duties of the position, the Employer shall provide written notice to the employee of the specific reasons why they are not qualified. The Employer's decision in this regard is grievable. Any employee displaced by the "bumping" process may exercise their right to "bump" as though they had been laid off. Should a bumped or laid off employee not elect to "bump" the Employer shall not challenge any unemployment benefits.

F. Employees shall retain recall rights for two (2) years to the position, classification series, and lower classification series, from which they were laid off. The employee's Bargaining Unit seniority shall continue to accrue during the recall period. The Employer shall not hire anyone while any Bargaining Unit member is laid off.

G. When a recall is necessary and/or a vacancy occurs in any position or classification series in the Bargaining Unit, the recall shall be made in the inverse order of the layoff in that the most senior employee on the recall list shall be recalled first. If there is not an available vacancy within the Bargaining Unit, the Employer shall notify laid off employee of other vacancies within the County and shall assist the employee in the employee's effort to obtain other employment within the County.

H. The Union and the employee being recalled shall be notified by certified letter at least fifteen (15) work days before the recall commences. An employee shall notify the Employer within ten (10) work days following the date of receipt of the notice, or the Union's receipt of the notice, of the employee's intention to return to work.

I. The Chief Steward of the Supervisors Unit shall have super seniority, followed by the Alternate Steward.

J. Employees recalled and returning back to work shall be returned at the same rate of pay. If the pay for that position has increased, the employee shall receive the increased pay.

ARTICLE 9: PREMIUM / HOLIDAY PAY

A. Overtime Pay

Employees who work in excess of forty (40) hours per week, with prior approval of the Treasurer or his designee, shall be granted compensatory time off in lieu of overtime for any overtime worked at the rate of one and one-half (1 ½) hours for every hour worked in excess of forty hours.

B. Holiday Pay (325.19 O.R.C.)

Each bargaining unit member shall be entitled to the following holidays:

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

Each employee, working on a per diem basis, hourly basis, or salary basis, is entitled to eight (8) hours of holiday pay for the above listed holidays. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. If an employee's work schedule is other than Monday through Friday, he shall be entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

In addition to the holidays listed above, each employee/member with at least one full year of service shall receive three (3) personal days. The employee is entitled to eight (8) hours pay for up to three (3) days approved in advance by immediate supervisor. These personal days are not permitted to be carried over from year to year, and may be converted to cash payment if not used by November 15.

An employee who works on any authorized legal holiday shall be paid at the rate of one and one-half (1 ½) times his regular rate of pay for all hours worked in addition to eight (8) hours at his regular rate for the holiday.

ARTICLE 10: SICK LEAVE (Section 124.38 and 124.391)

A. Each permanent full time employee shall be entitled for each completed, actually worked eighty hours of service, regardless of whether the hours worked are regular or overtime hours, to sick leave of four and six tenths (4.60) hours with pay. Employees may use sick leave, upon approval of the responsible supervisor, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and to illness, injury, or death in the employee's immediate family. (For purposes of this section, immediate family shall consist of the following: Mother, father, mother-in-law, father-in-law, children, stepchildren, grandchildren, brother, sister, husband, wife and grandparents.) Unused sick leave shall be cumulative without limit, except that no sick leave is provided upon separation other than retirement on the terms hereinafter described.

The previously accumulated sick leave of any employee who has been separated from the public service may be placed to his credit upon his re-employment in the public service provided that such re-employment takes place within ten years of the date on which the employee was last terminated from the public service.

An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers. The appointing authority of each employing unit shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

All employees shall, at the time of their retirement, receive pay at their current hourly rate for one-fourth (1/4) of their unused sick leave up to a maximum of 30 days.

Sick leave balances will be maintained on pay stubs.

B. Bereavement leave will be up to three (3) days for members of the employee's immediate family (as defined above). An additional two (2) days of sick leave may be used if traveling over 300 miles from Youngstown.

ARTICLE 11: LEAVE CONVERSION OPTIONS

Employees may select from either of the two (2) options set forth below for the conversion of unused accumulated paid leave. Once an election is made to utilize one (1) option the employee may not withdraw the election nor participate in the other conversion program.

A. At the time of retirement or death, a bargaining unit member may elect to receive pay at his current hourly rate for all of his unused sick leave up to a maximum of one hundred twenty (120) days (nine hundred sixty [960] hours.)

B. An employee with twenty-five (25) years of service with the Employer, or twenty-three (23) years of service at age sixty (60), and having seven hundred fifty (750) hours of combined accumulated unused sick and/or vacation leave, may elect to cash out up to a maximum of five hundred (500) hours of such time during any three (3) years leading up to retirement. The maximum amount of combined sick and vacation leave that may be cashed out in any single year is five hundred (500) hours and the total conversion under this option shall not exceed one thousand five hundred (1500) hours.

The employee must have a minimum seven hundred fifty (750) hour combined balance in order to begin participation in the program. An employee who does not possess this minimum starting balance is not eligible for participation.

ARTICLE 12: VACATION

Each full-time employee, after service of one year with the Treasurer or any political subdivision of the state, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, eighty hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six biweekly pay periods. A full-time employee with seven or more years of service with the Treasurer or any political subdivision of the state shall have earned and is entitled to one hundred and twenty hours of vacation leave with full pay. A full-time employee with fourteen or more years of service with the Treasurer or any political subdivision of the state shall be entitled to one hundred sixty hours of vacation leave with full pay. A full-time employee with twenty two years of service with the Treasurer or any political subdivision of the state shall have earned and is entitled to two hundred hours of vacation leave with full pay. Such vacation leave shall accrue to the employee at the rate of three and one tenths (3.10) hours each biweekly period for those entitled to eighty hours per year; four and six tenths (4.60) each biweekly pay period for those entitled to one hundred and twenty per year; six and two tenths (6.20) hours each biweekly pay period for those entitled to one hundred and sixty hours per year; and seven and seven hundredths (7.70) hours each biweekly pay period for those entitled to two hundred hours per year. Days specific as holidays under this agreement shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the appointment authority may, in special and meritorious cases, permit such year. No vacation leave shall be carried over for more than three years. An employee is entitled to compensation, at his current rate of pay for the prorated portion of any earned but unused vacation leave for the

current year to his credit, with the permission of the appointing authority, for the three years immediately preceding the last anniversary date of employment.

ARTICLE 13: HEALTH CARE

A. 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 contract authority for insurance purposes with the Board of Mahoning 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.

Eligible employees may elect applicable coverage. 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.

Bargaining unit member may opt out from the hospitalization plan at a rate of \$100.00 per month, minus taxes paid on 26 pays. In addition, if three (3) or more bargaining unit members decide to opt out, the opt out rate will increase to \$150.00/month.

B. The employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten (10%) for the premium cost of health care coverage. Bargaining unit members will split the cost of any increase in premium cost through the life of the Agreement on the basis of the same 90% expenditure by management and a 10% expenditure by the bargaining unit.

C. The Treasurer agrees to pay for the hospitalization of any employee injured on duty for six (6) full months following the month the employee is off duty due to a work related injury.

ARTICLE 14: LIFE INSURANCE

The County shall provide and maintain in full force and effect, by payment of the necessary premium, life insurance in an amount not less than \$20,000.00 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. The Union agrees that upon an agreement of all other unions having contracts with the County, it will meet with the County to discuss options should there be a drastic change in current levels of life insurance premiums.

ARTICLE 15: MILITARY LEAVE

Military leave shall be treated in accordance with the applicable provisions of the Ohio Revised Code and the Ohio Administrative Code.

ARTICLE 16: RETIREMENT

Employees will begin to pick up a portion of the 9.5% of the employee's OPERS contribution currently paid by the Employer which will result in the employees assuming the full 10% contribution. The employees wage rates will be adjusted to accommodate this change as follows:

Effective pay period including 1/1/2013

Additional 9.5% OPERS for a total of 10% and an 11.00% hourly increase, with retroactivity back to contract expiration.

ARTICLE 17: DIRECT DEPOSIT

Bargaining Unit employees are entitled to direct deposit so long as the County makes direct deposit available to other employees.

ARTICLE 18: CONDITIONS OF EMPLOYMENT

A. Normal Workday

The normal workday shall consist of eight (8) hours of work and one (1) unpaid half (1/2) hour lunch break.

B. There shall be two (2) fifteen minute rest periods during every workday, one during morning hours (but not prior to 10:00 a.m.) and one during afternoon hours. With Treasurer's approval, employee may opt for a one-hour lunch period (½ hour paid and ½ hour unpaid) in lieu of the two (2) fifteen minute rest periods.

An employee must work a full one-half day in order to receive the fifteen minute rest period for that ½ day. An employee leaving after working a half day but prior to working a full day is entitled to one (1) fifteen minute rest period only.

C. Normal Workweek

The normal workweek for all employees covered by this Agreement shall be forty (40) hours and shall consist of five (5) consecutive workdays scheduled for the same work shift for that week. The workdays scheduled for the same work shift for that week. The Treasurer agrees that the present primary work schedule from Monday through Friday will be 8:00 a.m. – 4:30 p.m. and will not be changed without prior notification and discussion with the Union, except during the semiannual collection periods of two (2) weeks each.

D. Health and Safety

The Treasurer shall make provisions for the safety and health of its employees during the hours of his employment.

E. Work Assignments

It shall be a condition of employment that during certain periods, any employee may be required to perform duties outside his normal classification or during an emergency. There shall be no loss in pay for these temporary changes in duties and they shall be exercised only when necessary to provide training or service to the public or continuity of employment. If an employee performs duties outside their own classification and the rate of pay is greater, that employee shall be compensated for the difference, except for cross-training and temporary fill-in for other employees, in which case the employee will not receive the greater rate of pay.

ARTICLE 19: GRIEVANCE AND ARBITRATION PROCEDURES

A. Grievance Procedures

When a grievance arises, the following procedures shall be observed.

Step 1. An employee having a grievance shall take it up orally with his immediate supervisor, accompanied by his steward. Any such grievance shall be presented within five working days after the employee has knowledge of the event. The supervisor shall give his answer within five (5) working days after the grievance has been presented to him. The supervisor's answer may be given orally or in writing.

Step 2. If the grievance is not satisfactorily settled in Step 1 of this procedure, it shall be reduced to writing on the Grievance Form furnished by the Union, and presented to the Treasurer. The Grievance Form shall set forth the complete details of the grievance and the facts upon which it is based. The Grievance Form shall be dated and it shall be signed by the employee and his steward. The grievance shall be presented to the Treasurer within five (5) days after the immediate supervisor has given his answer to Step 1 of this procedure. A meeting of the appropriate parties shall be scheduled.

The steward may request that the Business Agent of the Union join in the meeting. The Treasurer shall have its written answer within ten (10) working days thereafter. The time limitations provided for in this article may be extended by mutual agreement. If the grievance is not satisfactorily settled, it may be submitted to arbitration upon the request of either party.

Step 3. An Arbitrator shall be selected by the Treasurer and the Union not later than thirty (30) days from the date of the decision rendered by the Treasurer. The decision of the arbitrator must be within the scope of legal authority of the Treasurer and shall be

binding. The cost of arbitration shall be divided equally between the Treasurer and the Union.

ARTICLE 20: WORK RULES

A. All work rules shall be reduced to writing and all affected Bargaining union members shall have access to them for the duration of their effectiveness. The Union shall be notified of all new work rules or changes to existing work rules at least seven (7) working days prior to going into effect. Management shall meet with the Supervisors to discuss the proposed changes. The Union may request a special labor/management meeting for the purpose of discussing rules with management.

B. The reasonableness of work rules shall be subject to the grievance procedure.

C. No work rule, regulation, or procedure shall be in conflict with this Agreement or any Federal or State statute.

ARTICLE 21: PERSONNEL FILES

Each employee of the Bargaining Unit shall have access to their personnel file upon reasonable notice. Such requests will be made in writing to the Human Resources Department, and the Human Resources Department shall make the file available to the employee within twenty four (24) hours. Employees shall be entitled to copy all material contained within their personnel files.

ARTICLE 22: DISCIPLINARY PROCEDURES

A. Disciplinary Action

The Treasurer will notify the Union in writing within seventy-two (72) hours of the discharge or suspensions or disciplining of any employee covered by this agreement which notice shall give the reason for the action taken.

The Treasurer recognizes the right of an employee to appeal a disciplinary action through the Grievance Procedure provided for in this Agreement.

In the case of a disciplinary suspension or discharge of an employee, the Union Business Agent or his Designee may be present at the scheduled hearing under Step 2 of the grievance procedure.

B. Discipline

1. A non-probationary 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, with a copy to the Union.

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

3. Any disciplinary action resulting in a suspension or discharge of a non-probationary employee may only be appealed and processed in accordance with the Disciplinary Procedure herein contained. This procedure shall only apply to all employees covered by this Agreement.

4. **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.

Discipline shall be imposed for only just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specific in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times, and places.

5. Where the Appointing Authority seeks as a penalty, the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing within fourteen (14) days and served on the employee personally or by registered or certified mail, return receipt requested. A copy will be submitted to the Union.

6. **Discipline shall not be implemented until either:**

- a. the matter is settled;
- b. the employee fails to file a grievance within the time frame provided by this procedure; or
- c. penalty is upheld at Step 3 of the grievance procedure.

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

- a. the employee has a right to object by filing a grievance within five (5) working days of the receipt of the Notice of Discipline;

- b. the grievance procedure provides for a hearing by an independent arbitrator as its final step;
- c. the employee is entitled to representation by a Union representative at every step of the proceeding.

8. The following administrative procedures shall apply to disciplinary actions:

- a. The Appointing Authority, 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 Appointing Authority 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 Appointing Authority 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, the Appointing Authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Appointing Authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure and the right of representation.
 - c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Appointing Authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within seven (7) working days from receipt of the Notice of Discipline.
- 9.** 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 the Union. All subsequent rights hereunder shall be deemed waived.
- 10.** A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executive a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered, into by an employee, or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.
- 11.** 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 subsequent to the decision at Step 3 of the Grievance Procedure.

12. In imposing discipline, the Agency will not consider any violations committed by the employee more than one (1) year prior to the imposition of discipline for all violations.

In cases involving serious misconduct, the procedures outlined in the progressive disciplinary policy may be disregarded and the employee may be suspended or removed without first having been reprimanded or warned.

13. At the time discipline is imposed, the immediate supervisor will refer the employee to the Employee Assistance Program; however, the decision to accept assistance through the Employee Assistance Program is the personal choice of the employee and the employee may elect not to participate in program. The choice to pursue or not pursue EAP will not effect the levying of the proposed discipline.

ARTICLE 23: UNION MEMBERSHIP EXCLUSIONS

A. Other Employees

It shall be understood by both parties that from time to time temporary, seasonal, summer personnel or part-time personnel may be employed. The Union agrees that these employees so classified, are not members of the bargaining unit and will not be solicited to union membership unless they have been continuously employed by the Treasurer on a full time basis for at least four (4) months.

The Union also agrees that these employees will not be accepted for membership in the event that they apply.

The Treasurer reserves the right in these cases, to establish working conditions and rates of pay.

ARTICLE 24: PROBATIONARY EMPLOYEES

A. Probationary Period

Every newly hired full-time employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Treasurer, and shall continue for a period of one hundred and eighty (180) calendar days. Newly hired full-time bargaining unit employees may join the Union and file grievances, however, such employee may be terminated any time during their probationary period and shall have no appeal over such removal.

B. Probationary Probation

Newly promoted bargaining unit employees will be required to successfully complete a promotional probationary period. The promotional probationary period shall begin on the

date the employee begins receiving compensation for the duties of the promotion and shall continue for a period of ninety (90) calendar days thereafter. Newly promoted bargaining unit employees may return to their former position within the first twenty one (21) calendar days of the promotional probationary period. Newly promoted probationary employees may be returned to their former position or similar position if the former position no longer exist, no sooner then twenty-eight (28) calendar days from the date the employees begins the new position, unless the health and safety of the employee or other employees is in question, or for reasons of economy. Said employees may be returned to their former position during their probationary period and shall have no appeal over such return, after the aforementioned 28-day period.

ARTICLE 25: NO STRIKE-NO LOCK OUT

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.

In addition, the Union shall cooperate at all time 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 withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

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 nay 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 vent of any violation of the Article, the Employer shall be entitled to seek and to obtain immediate injunction relief, and any and all other remedies permissible by law.

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 vent of violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE 26: COMPENSATION OF EMPLOYEES

Wage and Salary Schedule

<u>CLASSIFICATION</u>	<u>2013 Range</u>	<u>2014 Range</u>	<u>2015 Range</u>
Clerk	13.52-17.07	subject to wage re-opener	subject to wage re-opener

Coordinator Collector	15.50-19.59	subject to wage re-opener	subject to wage re-opener
Cashier/Bookkeeper Administrator	16.35-20.65	subject to wage re-opener	subject to wage re-opener

Notes:

1. All employees currently at the maximum pay within the range will receive only annual improvement rate or annual bonus. They will not receive any step increase.
2. Employees will receive a 5% increase on their base rate after completion of a 120 day probationary period.
3. **The Incentive Bonus Pool is discontinued**
4. Starting salaries may be adjusted as follows:
 - a. No experience = entry salary
 - b. H.S. diploma with 3-5 years office experience = 5% above entry
 - c. 2 years college with 3-5 years office experience = 10% above entry
 - d. 4 years college = 15% above entry
 - e. 4 years college with 3-5 years experience = 20% above entry

ARTICLE 27: PROBATIONARY PERIOD/EVALUATION

A. Probation

All newly hired employees shall have a probationary period of one hundred twenty (120) calendar days. Employees may bid on another position within the last two (2) weeks of their probation.

B. Evaluations

1. Each newly hired probationary employee shall receive a performance evaluation to be conducted by their immediate supervisor upon completion of sixty (60) calendar days of the employee's probation period. A second evaluation shall be conducted by the immediate supervisor upon completion of one hundred ten (110) calendar days of the employee's probation period. The 110 day final evaluation will determine whether the employee will remain in the new position or be returned to their former position.

2. For lateral moves, a ninety (90) calendar day evaluation shall be conducted by the immediate supervisor. The evaluation shall be conducted by the immediate supervisor

upon completion of eight five (85) calendar days probation period. A yearly evaluation shall be conducted by the immediate supervisor upon the anniversary date of hire of the employee, or anniversary date of the lateral move.

3. For promotions, the time limits for evaluations in Item 1 will be observed.

ARTICLE 28: MEETINGS

A. At any time during the life of the contract, if either party requests regularly scheduled (monthly) work time for the purpose of discussing labor-management issues, both parties will agree to institute such meetings.

To facilitate better communication and understanding between the employee and the Employer, for a discussion of rules, regulations, and safety conditions, a labor management Committee is hereby established.

- a) The Committee will consist of no more than two (2) representatives of the bargaining unit not including the Business Agent. The Administration shall have not more than two (2) representatives at the meeting one of which will be the Treasurer if so requested.
- b) The Committee will meet on a quarterly basis unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.
- c) Meetings will be held at times and places mutually agreeable to the parties.
- d) At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.

ARTICLE 29: JURY DUTY

A. The Employer shall grant jury/court leave, with full pay, to any employee who is subpoenaed for jury duty or court duty by the United States, the State of Ohio, political subdivision, or if the employee is subpoenaed to court and required to testify as part of their work duties, or as a victim of a crime, or as a witness to a crime.

B. Any compensation received from the court must be submitted to the Employer for proper accounting and reimbursement.

C. Court appearances for personal litigation will be personal paid time off, either vacation, personal, or compensatory time.

ARTICLE 30: FAMILY MEDICAL LEAVE ACT

When an employee is taking leave to which they are entitled under the provisions of the Family Medical Leave Act (FMLA), the employee shall not be required by the Employer

to substitute any paid leave earned under this agreement for unpaid leave without his consent.

ARTICLE 31: TRAVEL

A. Mileage and Travel

An employee required to use their automobile in the performance of their duties shall be reimbursed for all such actual mileage at the then prevailing rate of state reimbursement. An employee must have insurance pursuant to the Financial Responsibility Act, (O.R.C. Chapter 4509) in order to receive reimbursement.

B. Lodging and Meals

1. An employee with prior authorization from the Treasurer or designee to travel out of Mahoning County shall be reimbursed at the prevailing rate for overnight lodgings for the facilities at or near the site of the conference, meeting, or training. Where overnight stay is authorized, receipts must be furnished. Meals will be reimbursed to cover breakfast, lunch, and dinner at a rate of \$30.00 per day. Parking and turnpike fees are covered expenses. Alcoholic beverages are not reimbursable. One (1) personal fifteen (15) minute phone call will be permitted each day of the stay. Receipts must be furnished for proper reimbursement. Where possible, the expenses for lodging and registration will be pre-paid by the County.

2. Employees are reimbursed at the following schedule for meals:

Breakfast	\$5.00
Lunch	\$10.00
Dinner	\$15.00

Receipts ARE NOT required for meals; however, receipts for all other expenses shall be submitted for reimbursement. Travel out of the state may be at a higher rate. Request for a higher rate must be submitted prior to travel.

ARTICLE 32: SUCCESSORS AND ASSIGNS

This agreement shall be binding upon any successors and assigns and in the event that any provision of this agreement provides on operational hardship, or difficulty on any successor or assign, then the successor or assign may request to meet with the Union to discuss such provisions. The intent of this clause is not to reopen the full contract for negotiations.

ARTICLE 33: SEVERABILITY

A. It is the intent of the Employer and the Union that this agreement comply, in every respect, with applicable laws. Should a court of competent jurisdiction determine that the

provision of this agreement is illegal, such provision shall automatically be terminated. The remainder of this agreement shall continue in full force and effect.

B. In the event that a provision is determined to be unlawful, the Employer and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. The meeting cannot be used for any purpose other than negotiating on the unlawful section or clause.

ARTICLE 34: MODIFICATION

The parties hereby agree that any addition or modifications to the express terms of this Agreement or the negotiation of the application, interpretation and/or exercise of provisions of this Agreement by made during the term of this Agreement only by mutual written agreement of the parties.

ARTICLE 35: SUBSTANCE ABUSE – TESING AND ASSISTANCE

A. Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that gives rise to reasonable suspicion that an employee is currently or had recently been engaging in the inappropriate use of drugs or improper use of alcohol. 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 may be accompanied by a union steward during such an explanation. Drug and/or alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of the drug screening or testing be released to a third party, other than the union. The following procedure shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the test results.

B. All drug and alcohol screening test shall be conducted by medical laboratories licensed and certified by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

C. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. The employee will lose no straight time pay during the drug testing procedure. If the screening is positive, the employee shall be ordered to under go a confirmatory test of blood by the gas chromatography mass spectrophotometer method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. The test shall be given the same evidentiary value as the previous two tests.

D. If at any point the results of the drug testing procedures conducted by the Employer specified in this Article are negative (employee confirmatory tests not applicable), all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any further disciplinary action or in any employment consideration decision.

E. Upon findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an Employee Assistance Program or detoxification program at the employees expense, as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, or refuses to participate in the EAP, or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action, including termination. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a Family and Medical Leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to their position. Such employee may be subject to periodic retesting at the sole discretion of the Employer upon his return to his position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that they be required to take a Family and Medical Leave of absence without pay for a period not to exceed ninety (90) days.

F. If the employee refused to undergo rehabilitation or detoxification, or if the employee fails to complete a program of rehabilitation, or if they test positive at any time within one (1) year after their return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action, including termination, however, each case shall be addressed on its own merits. Except as otherwise provided herein, cost of all drug screening test and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year except that drug tests may be performed at any time upon "reasonable" suspicion of drug use.

G. No drug testing shall be conducted without the authorization of the Treasurer. If the Treasurer so orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, including termination. Records of drug and alcohol testing shall be kept in the Office of the Human Resources Director and shall be kept confidential except as provided by the Ohio Public Records laws; however, test results and records may be used in future disciplinary actions as set forth in the Article.

H. The employee and the union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

I. Employees that purposely make false accusation pursuant to this section shall be subject to discipline including, but not limited to, termination. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of one (1) year.

ARTICLE 36: EMPLOYEE ASSISTANCE PROGRAM (EAP)

A. The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers. Employees will not be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee refuses treatment to 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.

B. 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 be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

C. 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 to 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 37: GENERAL PROVISIONS

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

B. The Treasurer agrees not to interfere with the rights of eligible employees to become members of this Union, and there shall be no discrimination, interference, restraint, or coercion by the employees or any employer representative against any employees because of union membership or because of any employee's activities in an official capacity on behalf of the Union.

C. The Union recognizes hereby its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion, and will not participate in or sanction unauthorized work stoppages, on pain of forfeiting the provisions of this agreement. Participants in unauthorized work stoppages shall be subject to immediate suspension or discharge.

D. In the event that any provisions of this Agreement are found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect. The parties, however, shall, at the request of either, negotiate on the subject matter involved in any invalid provision.

E. The Treasurer and the Union acknowledge that this agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Ohio Revised Code and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue, or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

F. Employee benefits and working conditions now existing and not in conflict with this agreement shall remain in effect subject, however, to the right of the Treasurer to change these benefits or working conditions in the exercise of its management rights reserved to it under Article 2 of this agreement.

ARTICLE 38: INCENTIVE BONUS PROGRAM

This Article formerly containing Sections A through E is deleted as the Bonus Incentive pool is hereby discontinued.

ARTICLE 39: WAGE IMPROVEMENTS

A. The Wage and Salary Schedule shown in Article 26 (Compensation of Employees) includes the following wage improvements:

- 11% effective in the pay period of January 1, 2013
- 0% effective in the pay period of January 1, 2014
- The Union may demand a re-opener in Dec of 2013 by serving notice on the Employer not later than Dec 15, 2013. All negotiated wages would be retroactive to January 1, 2014.
- 0% effective in the pay period of January 1, 2015.
- The Union may demand a re-opener in Dec of 2014 by serving notice on the Employer not later than Dec 15, 2014. All negotiated wages would be retroactive to January 1, 2015.

B. Sections B through D are deleted as they referred to the Bonus Incentive Pool which is discontinued.

ARTICLE 40: EDUCATION PROGRAMS

- A. Professional development activity participation must have the prior approval of the Treasurer.

- B. In reviewing requests for class work/training/attendance, the following items will be considered:
 - 1. Nature and purpose of the course of study/meeting;
 - 2. Benefits to be derived by the employee and the County;
 - 3. Level of responsibility, performance, and length of service of the employee;
 - 4. Estimated cost;
 - 5. Potential lost time from work; and,
 - 6. Ability to adequately staff services during the employee's absence.

- C. Whenever there are a limited number of openings for a training course, or if attendance will be during an employee's regularly scheduled workday, the Treasurer will determine which employees may participate.

- D. The Treasurer recognizes the educational and career aspirations of its employees and has developed an education program designed to meet the needs of Treasurer's Office.

In order to participate in the education program, the employee must be a full time employee and be in good standing including performance, attendance, and behavior. The employee must be enrolled in a course of study that benefits the Treasurer. This is limited to course work towards at least a two (2) year degree at an accredited institution of higher learning. All participants must work towards obtaining a degree. Employees must have completed at least one (1) year of service.

The Treasurer's decision on approving course work at the institution of choice will be affected by cost, availability of funds, distance, and convenience factors. Approval will be granted in order of preference as follows: in-house education programs, public institutions, private institutions.

The employee must have the course work evaluated and approved by the Treasurer or his designee prior to enrollment. Payment and reimbursement for tuition is limited to expenses not covered by scholarships or grants. The Treasurer, in his sole discretion, shall determine what course work can be taken, who may take course work, and whether the funds are available for reimbursing the education expense. Required forms are available from the Treasurer and must be timely submitted in order to receive consideration.

The student must attend class regularly, and is expected to satisfy all other requirements as determined by each professor/instructor. Completion of work assignments and studies are expected to be accomplished on the employee's own time. If a required course is offered

only during normal working hours, the employee will be required to use personal or vacation time.

In consideration of receiving a tuition free education, employees who participate in the Tuition Reimbursement Program will be expected to continue their careers with the County for at least one (1) year after completing their course of study.

Participation in the program will cease if the following should occur:

1. The employee leaves full time employment, either voluntarily or mandatory, with the County after enrollment or during the completion of a course (s);
2. the student fails to maintain a satisfactory GPA;
3. The student drops out of a course or the program either at the direction of the Treasurer or of their own choosing; or
4. The student fails to provide official grade reports as required.

In any of the above noted situations, approval from the Treasurer will be necessary in order to again participate in the program.

Continuing participation is dependent upon:

1. The student being in good academic standing for the program to which he is undertaking, and the student maintains a satisfactory cumulative grade point average.
2. Pass/fail courses shall not be reimbursed, without the prior consent of the Treasurer.
3. A copy of the student's official grade report shall be presented to the Treasurer no later than three (3) weeks after the completion of a quarter or semester.
4. The student satisfactorily progresses towards completing the degree program.

E. Reimbursement for credit courses, for tuition and books will be based on the following:

1. The grade of A will be reimbursed at 100%
2. The grade of B will be reimbursed at 75%
3. The grade of C will be reimbursed at 50%

No reimbursement will be received for a grade of less than C (2.0 GPA or less)

ARTICLE 41: FLEXTIME SCHEDULING

Standard working hours are 8:00 am to 4:30 pm. At the discretion of the Treasurer, flextime may from time to time be offered to members of the Bargaining Unit based on the assigned hours of 7:30 am to 4:00 pm; 8:00 am to 4:30 pm; and 8:30 am to 5:00 pm. Selection of the hours, if/when available, will be by seniority with at least 2 employees from each department working the core hours of 8:00 am to 4:30 pm. The Treasurer

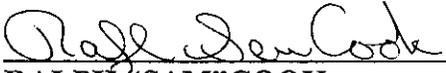
reserves the right to revert to standard working hours (8:00 am to 4:30 pm) for any employee at any time.

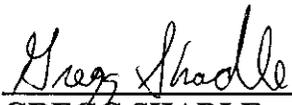
ARTICLE 42: ACCRUED LEAVE CONVERSION

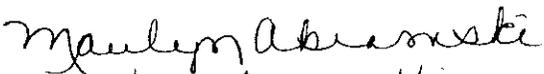
Any employee of the Treasurer's Office who has a balance of over one hundred and twenty (120) hours of sick leave on January 1 of any year may convert up to 24 hours of the sick leave to be used as personal leave. Any portion of this balance may be converted back to sick leave each year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2013.

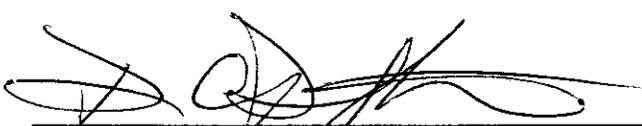
 DATE: 12-3-13
RICHARD SANDBERG

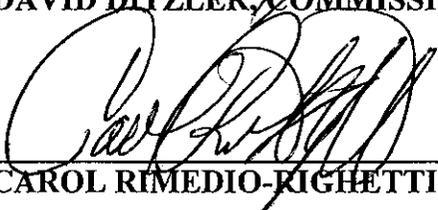
 DATE: 12-3-13
RALPH "SAM" COOK

 DATE: 12-3-13
GREGG SHADLE

 12-5-13
Marilyn Abranski

APPROVED BY THE BOARD OF MAHONING COUNTY COMMISSIONERS:

 DATE: 12/19/13
DAVID DITZLER, COMMISSIONER

 DATE: 12/19/13
CAROL RIMEDIO-RIGHETTI, COMMISSIONER

 DATE: 12/19/13
ANTHONY TRAFICANTI, COMMISSIONER

 DATE: 12-06-2013
DANIEL YEMMA, MAH CO. TREASURER

STATE EMPLOYMENT
RELATIONS BOARD

BOARD OF MAHONING
COUNTY COMMISSIONERS
21 W. Boardman Street
Youngstown, Ohio 44503

2014 JAN 27 PM 2:44

RESOLUTION
RES 13-12-027

WHEREAS, negotiations took place between the Mahoning County Treasurer's Office and Teamsters Union Local 377; and

WHEREAS, the negotiated provisions provides an 11% increase to the bargaining unit employees and changes the employee paid portion of the OPERS employee contribution from the current .5% to the full 10%, eliminating any pick-up of the employees' share of the contribution by the employer; and

WHEREAS, Teamsters Union Local 377 represents the employees of the Treasurer's Office;

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of Karen U'Halie, Director of Human Resources and Daniel Yemma, Mahoning County Treasurer, the Board of Mahoning County Commissioners does hereby accept the Collective Bargaining Agreement between the Mahoning County Treasurer's Office and Teamsters Union Local 377.

Effective January 1, 2013 through December 31, 2015

A copy of said labor agreement is on file in the office of the Mahoning County Commissioners, 21 W. Boardman St., Suite 200, Youngstown, OH 44503.

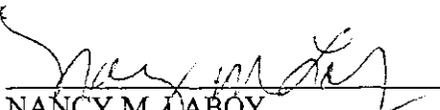
It was moved by Mr. Traficanti, and seconded by Mr. Ditzler, that the foregoing Resolution be approved this 19th day of December, 2013.

Roll call voting resulted:	Mr. Ditzler:	aye
	Mrs. Rimedio-Righetti:	aye
	Mr. Traficanti:	aye

WHEREUPON, the President of the Board declared the foregoing Resolution be duly adopted this 19th day of December, 2013.


CAROL RIMEDIO-RIGHETTI,
PRESIDENT OF THE BOARD

ATTEST:


NANCY M. LABOY,
CLERK OF THE BOARD

JR. VOL. 101, PAGE 742

cc: Auditors
Human Resources
Teamsters Union Local 377
Treasurer's Office