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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**MAHONING COUNTY  
BOARD OF COMMISSIONERS**

**AND THE**

**COMMUNICATIONS WORKERS OF AMERICA**

**Effective:  
June 30, 2014 to June 29, 2017**

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**ARTICLE 1**  
**AGREEMENT**

This Contract is entered into between the Communications Workers of America, Local 4300, an affiliate of the AFL-CIO, hereinafter called the "Union," and the Board of Mahoning County Commissioners, hereinafter called the "Board."

**ARTICLE 2**  
**RECOGNITION**

The Employer hereby recognizes the Communications Workers of America Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees employed by the Mahoning County Commissioners occupying the positions of Building Inspector; Environmental Educator; Field Ops; Microfilm Technician; Office Manager; Ops Secretary; Permit Tech 1; Permit Tech 2. All other positions shall be excluded.

**ARTICLE 3**  
**COLLECTIVE BARGAINING PROCEDURE**

If, when, and as collective bargaining on rates of pay, wages, hours of employment or other conditions of employment is in order and desired by the Union or the Board, said parties shall inform each other in writing of their duly authorized representatives for such bargaining.

It is the intention of the Board and the Union, with respect to the collective bargaining of future replacing agreements, to conduct their negotiations thereon in such a manner as to reach a new agreement on or before the termination date of this Contract.

**ARTICLE 4**  
**RESPONSIBLE UNION-BOARD RELATIONSHIP**

The Board and the Union recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Board and the Union and their respective representatives at all levels will apply the terms of this Contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the unit. The Union shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect, and of the measures they have agreed upon to insure adherence to this purpose. Management will explain to management staff the terms of this Article and the Agreement as a whole.

**ARTICLE 5**  
**NO-STRIKE/NO LOCKOUT**

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

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

**5.03** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large.

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

**ARTICLE 6**  
**NON-DISCRIMINATION**

**6.01** No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall unlawfully discriminate for or against any employee on the basis of race, religion, color, national origin, sex, political affiliation, age, or handicap. The Employer and the Union agree to abide by the provisions of applicable federal, state and local laws and executive orders regarding these matters.

**6.02** The Employer recognizes the right of all employees to be free to join the Union and to participate in lawful Union activities. Therefore, the Employer agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee because of Union membership or because of any lawful activity in an official capacity on behalf of the Union, nor will the Union practice discrimination, coercion, or interference against any employee choosing not to join the Union.

**ARTICLE 7**  
**JOINT CONFERENCE TIME**

When an employee, as an authorized representative of the Union, attends a joint conference with the Employer, pursuant to the provisions of this Agreement, the employee shall not suffer loss of straight time pay.

**ARTICLE 8**  
**INFORMING EMPLOYEES**

**8.01** Upon execution of the Agreement, the Board and the Union will inform present employees that negotiations have been concluded on the Agreement. The notice to the employees will include highlights of the Agreement and a date for the delivery of the contract prepared by the Employer.

**8.02** The Union may distribute literature to employees in the bargaining unit by means of the intra-agency mail system. The content of such material may contain materials describing CWA, identifying its official representatives, and a membership application. Additionally, the Union may distribute the Union newsletter and notices of meetings to all bargaining unit members by means of the intra-agency mail system. It is agreed and understood that the transfer of the Union newsletter and meeting notices through the intra-agency mail system shall be by distribution to the individual mailboxes.

**8.03** The Board shall furnish and maintain bulletin boards for the Union's exclusive use at suitable locations to be determined by mutual agreement between the Union and the Board with due regard to visibility and accessibility to employees.

**ARTICLE 9**  
**PROFESSIONAL LIABILITY INSURANCE**

**9.01** Consistent with the Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in civil action brought against the employee during the scope of employment with Mahoning County.

**9.02** The employee shall be represented to the extent that such employee was acting in good faith and within the scope of employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

**9.03** Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive damages, but only those compensatory damages where the employee was acting in good faith and within the scope of employment.

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

**10.01** The grievance procedure is a formal mechanism intended to assure that grievances are promptly heard, answered, and appropriate action taken to correct a particular situation.

**10.02** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement.

**10.03** Except as otherwise mutually agreed to by the Union and the Board, negotiations incident to the adjustment of a grievance shall be conducted in accordance with the following procedure:

- A. A grievance must be presented in writing initially by an appropriate Union representative to the supervisor of the employee or employees involved within ten (10) working days of the date the employee became aware of the incident giving rise to the grievance. The Employer shall schedule a meeting to discuss the grievance within three (3) working days of receipt and shall render a written response to the grievance within five (5) working days of the date of the meeting.
- B. If the grievance is not adjusted in the preceding first step, an appropriate Union representative may present the grievance to the second level of management of the employee or employee’s involved within ten (10) working days of written receipt of the disposition of the previous step or the date such answer was due whichever is earlier. The Employer shall schedule a meeting within ten (10) working days of receipt and shall render a written response to the grievance within ten (10) working days of the date of the meeting.
- C. If the grievance is not adjusted in the preceding second step, an appropriate Union representative may present the grievance to the Board of County Commissioners’ designee within ten (10) working days of written receipt of the disposition of the previous step or the date such answer was due whichever is earlier. The Employer shall schedule a meeting within ten (10) working days of receipt and shall render a written response to the grievance within (15) working days.
- D. If the grievance is not adjusted in the preceding third step, an appropriate Union representative may advise the Board of County Commissioners’ designee of its intent to arbitrate, pursuant to Article 10, within ten (10) working days of written receipt of the disposition of the previous step or the date such answer was due whichever is earlier.
- E. The parties may mutually agree to extend the timelines specified in this section for any step of the procedure and a request to do so will not be unreasonably denied by either party.

**10.04** Nothing in this contract shall be construed as restricting the right of an individual employee or a group of employees to adjust any grievance through the regular channels of the Department in question, provided such adjustment is not inconsistent with the terms of this contract and provided a representative of the Union has been given an opportunity to be present at such adjustment.

**10.05** An employee relieved, dropped, discharged, or on leave of absence, or the Union on the employee's behalf, shall have recourse to the grievance procedure as covered in this article, provided the grievance pertains to the action herein listed.

**10.06** After an employee has placed a grievance in the hands of the Union, and a Union representative has informed the Department Head that the Union will represent such employee in handling such grievance, the Department Head will not endeavor to adjust such grievance with such employee without the consent of the Union.

**10.07** Grievance conferences between representatives of the Union and Board of County Commissioners' designee shall be subject to call upon reasonable notice from either party of this contract to the other. Whenever practicable to do so, the party requesting a grievance conference shall notify the other of subjects to be discussed.

**10.08** General practices relative to rates of pay, wages, hours of employment or other conditions of employment may be discussed in any grievance conference, but collective bargaining on such matters shall be conducted only pursuant to Article 3.

**10.09** If requested by either the Union or the Board, minutes of any grievance conference shall be kept, but such minutes shall not constitute a contract between the Union and the Board. These minutes shall indicate:

- A. The nature of the grievance;
- B. The Union's position on the grievance;
- C. The Board's position on the grievance;
- D. The disposition of the grievance;
- E. Date of the grievance meeting;
- F. Names and titles of the parties who met.

## **ARTICLE 11** **ARBITRATION**

**11.01** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit

the grievance to arbitration. The parties will meet within ten (10) days of the date the Union submitted the grievance to arbitration to attempt to mutually agree upon an arbitrator selected from the panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union striking first) until one name remains who shall be designated the arbitrator to hear the grievance in question.

**11.02** The parties agree to create a panel of arbitrators to be utilized for the duration of the current agreement. The parties will each submit no more seven (7) names to the other party for consideration for selection to the panel within thirty (30) days of the effective date of the agreement. If the parties cannot agree on five (5) members they will alternately strike names from the list until the panel is seated with the Union retaining the final strike. The arbitrators will be selected to hear a grievance as established in section 11.01 of this Agreement.

**11.03** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement. Except in the instance where the Board has established a new classification, the arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspensions, the arbitrator shall have the authority to recommend modification of said discipline, in the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer at Step 1 of the grievance procedure, or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

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

**11.06** The fees and expenses of the arbitrator shall be shared equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

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

**11.08** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, 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 alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the altered grievance will be heard on its merits before the same arbitrator.

**ARTICLE 12**  
**UNION DUES DEDUCTION**

**12.01** All employees who are electing to hold membership in the Union and electing payroll deductions shall execute an authorization for dues deductions on a form provided by the Union.

**12.02** All bargaining unit members shall either authorize payroll deduction for the payment of dues or remit the dues, in full, directly to the Union. Such deductions shall be made in monthly equal installments beginning with the first pay sixty (60) days following the commencement of employment. 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.

**12.03** The Employer will forward the aggregate payroll deduction of such dues to the Union within one (1) month 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 deduction for dues are to be remitted.

**12.04** 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.

**12.05 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). During the life of this Agreement, the Employer shall deduct Union membership dues and initiation 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.

**12.06** 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 or by the employee's submission of the dispute to the State Employment Relations Board (SERB).

**ARTICLE 13**  
**RETIREMENT INCENTIVE PLAN**

**13.01.** In the event that the Board of County Commissioners establishes a retirement incentive plan for the any group of employees covered by this Agreement, it is mutually agreed that such plan shall be offered to all members of this bargaining unit.

**13.02.** The retirement incentive plan shall be consistent with the Ohio Revised Code.

**ARTICLE 14**  
**BARGAINING UNIT WORK**

Non-bargaining unit employees will not be assigned to perform tasks which are normally performed by employees in the bargaining unit for the purpose of replacing bargaining unit employees' positions. The Employer agrees that the use of non-bargaining unit workers will not cause a reduction in force among the bargaining unit.

**ARTICLE 15**  
**VACANCIES AND JOB POSTINGS**

**15.01** When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description, the rate of pay, and the date of the posting and bid deadline date.

**15.02** Any bargaining unit employee wishing to apply for the posted vacancy must submit his application in writing to the Human Resources office by the end of the posting period in order to be considered for the position.

**15.03** If more than one qualified employee applies for vacancy, the vacancy shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in question, as determined by the Employer. In the event that the Employer determines the qualifications, skill, experience and ability to perform the work in question are equal among two (2) or more employees, seniority shall govern.

**15.04** The effective date of the position change shall be as soon as possible, but no later than ninety (90) days after the selection has been made, and once the selection has been made, the Employer will notify all applicants.

**15.05** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a sixty (60) day period of time, pending the Employer's determination to fill the vacancy on a permanent basis.

**15.06** An employee who is awarded a new job title shall be required to satisfactorily complete a sixty (60) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If during the probationary period or at the end of the probationary period it is determined, at the Employer's sole discretion, that the employee cannot satisfactorily perform the new job, he will be returned to his previously held position at his prior rate of pay unless the Employer extends the probationary period not to exceed an additional sixty (60) days.

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

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

**15.09** The Employer expressly reserves the right to temporarily transfer employees to perform work in a different job classification, in accordance with Sections 10 and 11 below.

**15.10** An employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid shall receive his regular rate of pay for all time worked in such position.

**15.11** A bargaining unit employee who is temporarily assigned to work in another bargaining unit job classification having a rate of pay higher than such employee's regular job classification shall receive the higher, to the extent that he works more than ten (10) working days in such higher classification.

In the absence of the Chief Building Official, a bargaining unit employee would not receive a higher rate of pay if the employee is already compensated with certification pay.

**ARTICLE 16**  
**CONTRACTING OUT/SUBCONTRACTING**

The parties have discussed both the Employer's need to contract out work and the concern of employees about the potential effects on them. The Employer has stated that its objective in making decisions regarding the contracting out of work is to carefully consider the interests of the citizens and employees as well as all other factors relating to management of the business.

Before contracting out in accordance with Article 14, the Union will have an opportunity to suggest ways, in writing, in which the Employer could, in the future, use bargaining unit members to perform the same contracted out work at the same or lower total cost to the Employer and within the same completion time requirements.

Where such suggestions are presented by the Union, the Employer will give them due consideration and will advise the Union of its determination.

In advance of any scheduled review meeting, the Employer will provide the following information regarding the identified subcontracted work to be reviewed:

- The names of the contractors
- The nature of the work
- The locations where the work will be performed
- The number of hours of work subcontracted
- The total cost to the County for the subcontracted work

**ARTICLE 17**  
**LAYOFF AND RECALL**

**17.01** 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 supercede 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.

**17.02** Where, because of lack of work, lack of funds, reorganization, or abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall have the burden of establishing the rationale for the layoff and shall give written notice including the written rationale to the Union President or his designee no less than thirty (30) days in advance of any such layoff. The written rationale and all supporting documentation available at the time will be provided to the Union at the same time it is provided to the Board of Commissioners but not less than the thirty (30) day notice provided above. The written rationale shall outline the reason(s) that form(s)

the basis of the Employer's action. The written rationale shall identify the positions selected for elimination and a brief explanation of the distribution or elimination of the duties performed by the selected positions. The Union may request additional information in addition to that provided with the rationale and such requests shall not be unreasonably denied.

**17.03** Employees within affected job titles shall be laid off according to their relative departmental seniority with the least senior employee being laid off first, providing that all temporary, seasonal, intermittent, part-time and probationary and temporary employees within the affected job title(s) in the department are laid off first.

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

**17.05** Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in lower rated job title pursuant to the provisions of Paragraph 17.03, above.

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

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

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

**17.09** Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for one (1) year from the date of his layoff.

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

**17.11** Employee(s) scheduled for layoff shall be given a minimum of ten (10) working days advance notice of layoff.

**17.12** Each notice of layoff shall contain the following information:

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

**17.13** In the event an employee refused recall to a classification other than that from which he was laid off, such employee shall lose recall rights for the original classification. If said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list. If recall is accepted to a position different from that which the employee was laid off, recall rights to the original position shall be maintained as set forth in Section 17.08 above.

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

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

## **ARTICLE 18**

### **NEW JOB TITLES AND CLASSIFICATIONS**

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

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

**18.03** Should the parties disagree on the inclusion/exclusion of the new classification in the bargaining unit, the Union or Employer may petition to amend/clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the

new classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the County within thirty (30) calendar days of that determination.

**18.04.** If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

## **ARTICLE 19** **HOLIDAYS**

**19.01** All full-time employees of the bargaining unit are entitled to receive eight (8) hours of holiday pay for the following paid holidays:

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

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

**19.03** Any bargaining unit employee required to work on a paid holiday shall be compensated at a rate of time and a half (1 1/2) for hours worked plus eight (8) hours of holiday pay for the holiday. At no time will any bargaining unit employees receive more than twenty (20) hours compensation for working a holiday.

**19.04** Any additional holidays off with pay declared by the Mahoning County Board of Commissioners shall also be granted to the bargaining unit employees.

**19.05** Employees must be in active work status the day before and the day after a holiday to receive holiday pay, or use pre-approved vacation, personal or compensatory time in order for holiday pay to be received. An employee who calls off sick from their regularly scheduled work day, which happens to be before or

after a holiday, must present a doctor's excuse within the pay period the holiday falls to be eligible to receive holiday pay.

**ARTICLE 20**  
**VACATION**

**20.01** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation</u></b>
Less than 1 year	None
1 year, but less than 8 years	2 weeks
8 years, but less than 15 years	3 weeks
15 years, but less than 23 years	4 weeks
23 years, but less than 28 years	5 weeks
28 years or more	6 weeks

However for those employees who receive six (6) weeks of vacation the employees are permitted to carry only five (5) weeks of vacation for any accrual year and the sixth (6<sup>th</sup>) week is not eligible for cash out or carry over.

Such vacation leave shall be accrued to employees at the following rates:

<b><u>Annual Vacation Entitled To</u></b>	<b><u>Credited for Hour Paid</u></b>
2 weeks	.0388
3 weeks	.0575
4 weeks	.0775
5 weeks	.0963

**20.02** New hires are entitled to vacation service credit earned only in Mahoning County government agencies during previous periods of employment.

**20.03** No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

**20.04** Vacations shall be taken in minimum increments of one (1) hour. Vacations are scheduled in accordance with the workload requirements of the department. The Employer may require vacation requests be made seventy-two (72) hours prior to the vacation period. Adjustment to the schedule will be made based upon seniority within a department and classification, and in accordance with the workload requirements as determined by the Employer. It is expected that every bargaining unit employee will schedule at least a forty (40) hour block of time off once per year by April 1st of each

year. Employees with twenty eight (28) years of service or more shall schedule at least one (1) forty (40) hour block of vacation off per year and such time must be scheduled by April 1<sup>st</sup> of each year. If the employee fails to schedule this time off by April 1<sup>st</sup> the Employer will schedule the block of vacation.

**20.05** An employee wishing to change his/her scheduled vacation will give the Employer thirty (30) days advance notice. Vacation requests of less than thirty (30) days may be approved if workload and schedule permit. All changes in the schedule shall be made on a “first-come, first-served” basis for those unscheduled and available times remaining.

**20.06** Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

**20.07** Generally, an employee shall take vacation leave between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee. Under no circumstance shall an employee have a balance of vacation in excess of that accrued in a one (1) year period, plus the current year.

1. Any employee who has in excess of the above accrual shall take such excess as time off during the term of their agreement. (Divide total by three [3] and take equal amounts in each year, and subject to operational needs.)

**20.08** Days specified as holidays in the Agreement shall not be charged to an employee’s vacation leave.

**20.09** At the time of separation of employment, an employee is entitled to compensation, at his/her current rate of pay, for any earned but unused vacation

**20.10** In the case of the death of an employee, any unused vacation leave and unpaid overtime shall be paid to his/her spouse, and if none, to his/her estate.

## **ARTICLE 21**

### **HEALTH AND SAFETY**

**21.01** The Employer will provide safe, healthy working conditions for all employees. Employees accept the responsibility to operate and work with the Employer’s tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer.

**21.02** The County will provide and pay for inoculations necessary to the performance of their jobs upon request of the employee. Those inoculations may include, but are not limited to, Hepatitis Series, Tuberculosis, Meningitis, and Tetanus.

**ARTICLE 22**  
**HEALTH AND LIFE INSURANCE**

**22.01 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.

**22.02 Contributions Rates.** The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute then 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.

**22.03 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.

**22.05 Dental Insurance.** Bargaining unit members shall be able to purchase dental insurance at group rates through payroll deduction.

**22.06 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 twenty thousand dollars (\$20,000.00) for each employee.

**ARTICLE 23**  
**MANAGEMENT RIGHTS**

**23.01** Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) terminate or eliminate all or any part of its work or facilities.

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

**ARTICLE 24**  
**UNION RIGHTS**

**24.01** Designation of Union Stewards shall be the exclusive right and responsibility of the Union.

**24.02** The Department shall recognize as Union Stewards all employees designated by the Union with the authority to process grievances and act on behalf of the Union. A list of Union Stewards shall be submitted to the Department Director, and any changes in the designated Stewards shall also be submitted in writing to the Department Director. The Union shall be responsible for maintaining a current list on file with the Human Resources Department.

**24.03** The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall suffer no loss of pay while attending the hearing.

**ARTICLE 25**  
**PROBATIONARY PERIOD**

**25.01** The probationary period for all newly hired full-time employees shall not exceed one hundred twenty (120) calendar days. The promotional probationary period shall not exceed sixty (60) calendar days. Newly hired employees shall have no seniority during probationary period; however, upon completion of the probationary period, seniority shall start from date of hire.

**25.02** The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees and any such action shall not be appealable through any grievance or arbitration procedure herein contained, or any civil service procedure.

**ARTICLE 26**  
**WORK RULES**

**26.01** The Union recognizes that the Employer under this Agreement has the right to promulgate reasonable work rules, regulations, policies and procedures, which regulate the conduct of employees, and the conduct of the Employer's services and programs. The Union and/or employees reserve the right to grieve the reasonableness of work rules, regulations, policies and procedures to the extent that they believe they violate this Agreement.

**26.02** Prior to implementation or modification of any new or existing employee work 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. After such meeting, the Employer shall post a copy and forward a copy to the President of the local Union or his designee.

**26.03** 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 27**  
**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**27.01** The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their job duties and responsibilities. Therefore the Union and the Employer agree to continue to provide an Employee Assistance Program (EAP). The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical and in accordance with the program established by Employee Assistance Consultants. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to

properly and fully participate in and complete a treatment program established by the Employee Assistance Consultants, or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

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

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

**27.04 The Mahoning County Commissioners Employee Assistance Program.**

- A. The Program is designed to provide assistance to employees with serious personal problems which may affect job performance or attendance. The program recognizes that these problems may develop through emotional, alcohol and drug use and dependency.
- B. The Program is confidential.
- C. The Program extends to employees who have emotional or alcohol or drug dependency problems and provides the same careful consideration of assistance that is extended to employees having any other health problem. The cost of this program and its benefits will be borne by the Agency through their insurance carrier.
- D. The Program also recognizes that it is not the intent of the Company to employ persons with unresolved health problems related to drug or alcohol dependency, nor to retain as employees those individuals with such problems where the problems cannot be reasonably accommodated. It accordingly notes that all job applicants will be tested for drug or alcohol use.
  - 1. Employees with emotional or drug-related problems are encouraged to participate voluntarily in rehabilitation programs administered through the EAP by the Employee Assistance Consultants.
  - 2. Participation in EAP will not preclude the imposition of disciplinary action. Circumstances in each case will be evaluated individually.

E. Behavior Associated with the use of Abused Substances.

1. Managers must be aware of the behavior often exhibited by users of abused substances. The manager must use informed judgment and prudence when asking whether an employee is under the influence of such substances.

**ARTICLE 28**  
**SUBSTANCE TESTING AND ASSISTANCE**

**28.01** Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses documentable facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. 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. The Employer recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. The confidential nature of medical records of employees with substance abuse problems shall be maintained pursuant to both Ohio and Federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with Ohio and Federal laws. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

**28.02** All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio as used with the EAP program set up by the Employee Assistance Consultants. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

**28.03** Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio as defined by the Employee Assistance Consultants. 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. This test shall be given the same evidentiary value as the two previous tests. 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 future disciplinary action or in any employment consideration decision.

**28.04** Upon the 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 the Employee Assistance Program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, 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. 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 may utilize available family medical leave without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the 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 he be required to take a leave of absence without pay for a period not to exceed ninety (90) days.

**28.05** If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employees shall be subject to disciplinary action, including termination. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than four (4) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

**28.06** No drug testing shall be conducted without the authorization of the County Administrator or his designee and in accordance with the program established by the Employee Assistance Consultants. If the County Administrator 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. Records of drug and alcohol testing shall be kept in the County Human Resource Office 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.

**28.07** The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed. The Union shall be given copies of any documents reflecting action taken hereunder.

**28.08** Employees that purposely make false accusations 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 twenty-four (24) months.

**ARTICLE 29**  
**DISCIPLINE AND DISCIPLINARY PROCEDURES**

**29.01** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the disciplinary procedure herein contained.

**29.02** Disciplinary action taken by the Employer shall only be for just cause.

**29.03** Discipline shall be applied in a corrective, progressive and uniform manner according to the offense classification in the personnel manual. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. Any disciplinary action resulting in a suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the disciplinary procedure herein contained.

**29.04** This procedure shall only apply to all non-probationary employees covered by this Agreement. Probationary employees may be terminated at any time without a hearing and without appeal.

**29.05** All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representation 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 thirty (30) work days prior to the date of arbitration. The cost of the transcript and copy will be borne by the Employer.
- 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.
- D. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule, unless there is intervening disciplinary action of a similar nature.

Verbal Reprimand:	Six (6) months
Written Reprimand:	Twelve (12) months
Suspension:	Twenty-four (24) months

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

**29.07** Where the Appointing Authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such proposed discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. A copy of this notice will also be mailed to the Local President. This notice will also include the date and time for the pre-disciplinary meeting and a list of the alleged behavior. The meeting will be conducted by a detached and impartial meeting officer. The meeting officer will issue a report to the Department head with a copy to the Union within ten (10) calendar days of the date the record is closed for the meeting. The Department head will make a recommendation regarding the disciplinary matter to the Board of Commissioners or their designee for appropriate action. A final decision regarding the matter will be issued no later than thirty (30) days from the date the meeting officer issues the pre-disciplinary meeting report.

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

**29.09** The notice of discipline served on the employee shall be accompanied by written statement that includes:

- A. The effective date of the disciplinary action.
- B. The employee has a right to object by filing a grievance within ten (10) working days of receipt of the notice of discipline;
- C. The grievance procedure provides for a hearing by an independent arbitrator as its final step;
- D. The employee is entitled to representation by a Union representative at every step of the proceeding.

**29.10** 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 and the Union representative 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 ten (10) 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 and the Union. 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 ten (10) working days from receipt of the notice of discipline.

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

**29.12** A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative. In the event an employee declines Union representation, the Union will 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.

**29.13** 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 after the decision at Step 3 of the grievance procedure.

**29.14** The Union, on behalf of all the employees covered by this Agreement and its own behalf, hereby agrees to abide by C.R.C. 4117.10CA as it relates to appeal of any form of disciplinary action (e.g. suspension, demotion, or discharge) to any Civil Service Commission or State Personnel Board of Review.

**29.15** Any employee under indictment related to the scope of employment, who is not disciplined or discharged by their Employer, shall be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation or

compensatory time during the leave. An employee found guilty by a trial court, or who pleads guilty to any job-related offense (including misdemeanor offenses), shall be summarily discharged. An employee found innocent of all charges shall be paid for all lost straight time hours and shall have all vacation or holiday time used restored to his credit. The employee shall have the right to pay his own hospitalization and in case of being found innocent, shall be reimbursed those costs.

### **ARTICLE 30** **PERSONNEL FILES**

**30.01** A member of the bargaining unit may request an opportunity to review his/her personnel record at the Human Resources Department, except for confidential medical information exempted by Chapter 1347.08(c) of the O.R.C., and may add memoranda to the files clarifying documents contained in the file. An employee may have an officer or representative member of the Union present when reviewing his/her file. A request for copies of items included in the file will be honored, except for documents noted above. A member of the bargaining unit may request removal of specific items in his/her file subject to review by the Employer on a case by case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**30.02** Any material to be placed in the employee's personnel file shall be reviewed with the employee prior to placement in the file. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he/she has seen it.

**30.03** The Board agrees that all personal/personnel information is confidential and that dissemination of all such data must be related to the legitimate needs of the office or as required by any local, state, or federal law, regulation, or court order.

### **ARTICLE 31** **SENIORITY**

**31.01** Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment. An employee on sick leave, Family Medical Leave, Union leave, or bereavement leave will continue to accrue seniority, and such leave does not constitute a break in service.

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

- A. He resigns;
- B. He is discharged for just cause;

- C. He is laid off for a period of time exceeding one (1) year;
- D. He retires;
- E. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically or mentally unable to do so as certified by a medical doctor;
- F. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him.
- G. He refuses to recall or fails to report to work within ten (10) working days from the date the Employer send the employee a recall notice, unless the time extension is mutually agreed to.

**31.03** If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the lowest of the last four numbers of the social security number, if these are the same then the lowest of the two (2) middle numbers, if the same then the lowest of the first three (3) numbers.

**31.04** An employee recalled less than twelve (12) months after a layoff will maintain all previous seniority.

## **ARTICLE 32**

### **LABOR MANAGEMENT CONFERENCE**

**32.01** In the interest of effective communications, there will be a labor management meeting held quarterly during the term of this Agreement. These would be the first Wednesday of March, June, September, December unless it falls on a legal holiday in which case it should be the day after. Each meeting shall include an agenda of items the parties wish to discuss and the names of those representatives who will be attending.

**32.02** The purpose of such meeting shall be:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;

- E. Give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss methods to increase productivity and improve efficiency;
- G. Consider and discuss health and safety matters relating to employees;
- H. Discuss matters pertaining to the administration of the non-discrimination provisions of this Agreement.

**32.03** There shall be no more than three (3) Union representatives in attendance at the Labor/Management Conference. There shall be no more than three (3) Management representatives at the conference.

### **ARTICLE 33** **UNION LEAVES, CONVENTIONS, AND CONFERENCES**

**33.01** Duly elected or appointed delegates to conventions, conferences or seminars of the Union who are in the bargaining unit shall be granted time off without pay for the purpose of participating in such activities. The employee must request such time off one (1) week prior to the posting of the work schedule. Such leave shall not exceed a total of ten (10) working days per calendar year for the unit.

**33.02** In lieu of time off without pay, employees may elect to take approved vacation for such meetings.

### **ARTICLE 34** **SEVERABILITY**

**34.01** This Agreement is subject to all applicable federal laws, equal employment opportunity commission rules and regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

**34.02** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is rendered invalid, upon written request of either party hereto, the Employer and the Union will meet within ten (10) days for the purpose of negotiating a mutually satisfactory replacement for such provision.

**ARTICLE 35**  
**HOURS OF WORK/OVERTIME**

**35.01** This article is intended to define the normal range of work hours for full-time employees and shall not be construed as a guarantee of work per day or per week. 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; from establishing the work schedules of employees; or establishing part-time positions; nor shall it be construed to reduce the work week below the established hours for regular full-time employees. Such restructuring shall not be done in an arbitrary manner nor for regular full-time employees. Such restructuring shall not be done in an arbitrary manner nor for the purpose of avoiding the payment of overtime.

**35.02** The normal work week for regular full-time employees shall be set by the Employer and will be forty (40) hours per week.

**35.03** Each full-time employee of the bargaining unit shall be granted a one (1) hour unpaid meal period during each regular work shift as scheduled by their immediate supervisor or, in the alternative, be granted one-half (1/2) hour unpaid meal period and two (2) fifteen (15) minute rest periods, which will be taken whenever practical, one (1) approximately midpoint in the first and one (1) in the second half of the employee's regular work shift. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The unpaid meal and rest periods may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.

**35.04** When an employee is required by the Employer to work more than forty (40) hours in a work week, he/she shall be compensated at one-half (1 1/2) times the employee's regular hourly rate of pay for the hours in excess of forty (40) hours. Vacation time and holiday time shall be considered "time worked" for purposes of calculating overtime, but sick leave and compensatory time shall not be considered time worked.

**35.05** In lieu of overtime payment, the employee may elect to take compensatory time. The selection of compensatory time must be made and communicated to the supervisor at the time overtime is assigned. Employees electing compensatory time shall be credited with one and one-half (1 1/2) hours for each hour worked in excess of forty (40) hours per week. Hours shall be calculated the same as under Section 35.04 above. Employees may take compensatory time at any time with the advanced approval of the supervisor. The maximum compensatory time which any employee may have to his/her credit at any time is forty (40) hours. Any accrual in excess of forty (40) hours must be paid by the Employer in cash. Hours earned in excess of these limits, and not used within one hundred and eighty days (180), will be paid.

**35.06** The Employer shall be the sole judge of the necessity for overtime. When overtime is necessary to be worked, the Employer shall ask the employee(s) who are at work in the classification at the location affected. In the event the required number of employees cannot be obtained from the classification and location affected, the Employer shall assign the overtime work to employees at work from within the classification in the department in inverse order of seniority.

The Employer shall endeavor to make an equitable distribution of overtime within a classification and within a department when the necessity of overtime arises as defined in this section. On January 1 of each year, all overtime totals shall revert to zero for the purpose of overtime distribution.

## **ARTICLE 36**

### **PERSONAL LEAVE**

**36.01** Full time employees shall be credited with six (6) hours of paid personal leave for each calendar quarter of twenty (20) or less hours of sick leave used. Personal leave may be used in fifteen (15) minute increments. Personal leave cannot be used to cover a late arrival to work.

**36.02** Quarters of the year defined as: 1<sup>st</sup> quarter - January thru March, 2<sup>nd</sup> quarter - April thru Jun, 3<sup>rd</sup> quarter - July thru September, 4<sup>th</sup> quarter - October thru December.

**36.03** Compensation for such leave shall be equal to the employee's base rate of pay. As personal time is used, it shall be deducted from the unused balance of the employee's remaining personal leave.

**36.04** Employees shall elect one of the following options with respect to any unused balance of personal leave annually, in writing to the Human Resource Department for such requests:

- A. Carry forward the balance to the following year.
- B. Receive a cash benefit equal to one hour of the employee's base rate of pay for every hour of unused credit that is converted, payable by December 15<sup>th</sup> of each year.
- C. Upon separation from the County, an employee shall be paid their current hourly base rate of pay for all unused personal leave.

## **ARTICLE 37**

### **REIMBURSEMENT OF EXPENSES**

**37.01 Transportation.** Travel by air, bus or other common carrier must be at the lowest available rate. The employee is responsible for notifying the carrier at the earliest possible time of any reservation change or cancellation.

Mileage reimbursement for travel in privately owned vehicles will be at an amount established by the Commissioners. The mileage reimbursement will be deemed to cover all expenses incurred by use of the privately owned vehicle, including oil, gasoline, tires, depreciation, insurance and all other expenses of operation. NO reimbursement for mileage will be made unless an employee carries automobile/liability insurance on his/her vehicle, and maintains a copy of current coverage in his/her personnel file.

An employee who chooses to use his/her own vehicle for an out-of-state trip will be reimbursed at an amount determined to be reasonable by the Employer, but will not exceed the least expensive alternative.

Management will determine whether a County vehicle or a private vehicle is used for travel.

Reimbursement for taxi fares, bridge, highway and tunnel tolls, parking and garage charges will be reimbursed upon presentation of receipts, provided expenses are related to County business.

Prior approval from the Board is required for all out of County travel except when it is a part of regular job duties.

**37.02 Lodging.** Expenses covering the actual cost of a hotel or motel room, up to the limit of the "state rate," will be reimbursed in full when an employee travels out of the County on official County business and such travel requires an overnight stay. Prior approval of the Board is required for County reimbursement of lodging expenses. Employees are to request "government rate" when making hotel or motel reservations.

Employees of the same sex attending a meeting or conference will share a room. Business telephone calls will be reimbursed.

**37.03 Meals.** An employee authorized to travel on official County business may claim reimbursement for the actual cost of meals with the approval of the Employer. The Board will set maximum rates for meals. No reimbursement will be made for meals within Mahoning County unless the meal is an integral part of an approved meeting or conference.

Tips, alcoholic beverages, and entertainment are not reimbursable.

**37.04** Request for reimbursement of travel expenses are to be made on the expense reimbursement form and are to be submitted to the Employer and the Auditor. Receipts for expenditures must be attached. Any cash advance received by an employee is considered the property of the employee and he/she is responsible for its loss. Any amount not accounted for as a proper expense must be repaid to the County.

**37.05** Certain employees will have the privilege of carrying cell phones or pagers. They shall follow established policies for personal use of this equipment or face discipline up to and including discharge.

**37.06** Certain employees will be assigned vehicles. Any employee will be required to follow the vehicle policy of the department and the County especially the requirement for an annual drivers abstract. Any failure to follow the expressed policies of the County shall result in discipline up to and including dismissal.

**37.07** A maximum of three (3) members of this bargaining unit who are employed in the Microfilm Department, located in the County Courthouse may file for reimbursement for parking up to a maximum amount of \$30.00 dollars per month. To receive reimbursement employees must complete a reimbursement form and submit receipts. All requests must be submitted in one request per employee per month. This provision is effective December 1, 2011. If for any reason the County provides alternative free parking within a reasonable distance to the County Courthouse employees will no longer receive this reimbursement.

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

**38.01 Accrual** All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours in active pay status, excluding overtime hours and may accumulate such sick leave to a maximum of one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**38.02 Usage** Employees may use sick leave, upon the approval by the Employer, for the following reasons:

- A. illness or injury to the employee;
- B. exposure by the employee to a contagious disease communicable to other employees;
- C. serious illness, injury or death in the employee's immediate family;
- D. medical, dental or optical examination or treatment of employee which cannot be scheduled during non-working hours; and
- E. pregnancy and for childbirth and other conditions related thereto.

**38.03 Notification** An employee who is to be absent on sick leave shall normally notify the Employer of such absence and the reason therefore within one-half (1/2) hour of the employee's scheduled starting time. In the event the Administrator is not available the employee may leave a message on the Administrator's or assigned designee's voice mail. The Employer may contact the employee to follow up when employee reports off in this manner.

**38.04 Charging of Sick Leave** Sick leave may be used in segments of not less than one-half (1/2) hour except for the first two (2) hours of the day in which case the employee shall be required to use one (1) hour increments for absences within the first two (2) hours of the day. An employee who calls off and provides a physician's statement upon their return to work which indicates they were unable to report to work shall be permitted to utilize sick leave in one-half (1/2) hour increments.

**38.05 Call in Timing** Employees who fail to call in within one (1) hour after his scheduled starting time shall forfeit one-half (1/2) hour pay for each fifteen (15) minutes he calls in after the one (1) hour maximum.

**38.06 Documentation** Before an absence may be charged against accumulated sick leave, the Department Head shall require proof of illness, injury or death, or may require the employee to be examined by a physician designated and paid by the Employer. In any event, an employee absent for more than three (3) consecutive days must supply a physician's report to be eligible for paid sick leave.

If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and may be without pay.

**38.07 Patterned Abuse** Any abuse, excessive, or documented patterned use of sick leave shall be just and sufficient cause for disciplinary action. In event of discipline for any abuse, excessive, or documented patterned use of sick leave, later acquired medical information that has not been furnished to the Employer prior to discipline will be precluded.

**38.08 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.

**38.09 Immediate Family Defined** When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined as to only include the employee's spouse, or children or blood relative of the employee or spouse. When the use of sick leave is due to death in the immediate family, "immediate family" shall be the same as for sick leave.

**38.10 Sick Leave Transfer** An employee who transfers to the employment of the Mahoning County Board of Commissioners from another non-Mahoning County agency/department shall not be credited with the unused balance of his accumulated sick leave.

**38.11 Cash Out upon Retirement** Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Public Employee Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Employer, providing that such resulting number of hours to be paid shall not exceed two hundred forty (240) hours.

## **ARTICLE 39** **LEAVE OF ABSENCE**

**39.01** A leave of absence without pay may be granted by the Board for up to six (6) months. A leave for public service or education may be granted for up to two (2) years. The request for a leave of absence must be submitted in writing. An unpaid leave of absence is discretionary, and may be granted or denied by the Board.

**39.02** Employees are not required to use accrued sick leave prior to going on a medical leave of absence.

**39.03** An employee may request an early return to work, subject to the approval of the Board.

**39.04** Upon return from a leave of absence, an employee will be returned to a position in the classification held prior to the leave, or if the classification no longer exists, to another similar classification. In either case, the employee will receive at least the same rate of pay.

**39.05** An employee on a leave of absence does not accrue benefits unless otherwise provided in this Agreement.

**39.06** Except as provided for under the Family and Medical Leave Act, County paid health care benefits cease at the end of the month in which an unpaid leave of absence begins. Continuation of coverage is available at the employee's expense, pursuant to COBRA. Employer contributions to health care benefits resume the day the employee returns to work.

**39.07 Military Leave.** The parties agree to provide Military Leave in accordance with the Ohio Revised Code.

**39.08 Death in the Family.**

- A. Employees shall be granted a bereavement leave in the amount of three (3) days off with pay in the event of a death of the employee's spouse, child, step-child, co-domiciled partner, or parent.
- B. Employees shall be granted bereavement leave in the amount of two (2) days off with pay in the event of a death of the employee's step-parent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, or grandchild.

**39.09** An employee on sick leave, bereavement leave, Union leave or on a leave pursuant to the Family and Medical Leave Act will continue to accrue seniority.

**ARTICLE 40**  
**FAMILY AND MEDICAL LEAVE ACT**

The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993.

**ARTICLE 41**  
**RETIREMENT CONTRIBUTIONS**

Employees will contribute the statutorily required employee share amount to the Public Employees Retirement System (OPERS) Fund.

**ARTICLE 42**  
**JURY DUTY**

**42.01** The Employer shall grant jury duty/court leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to court and required to testify about any matter resulting from any incident that the employee did not initiate.

**42.02** Any compensation or reimbursement for jury duty/court leave received by the employee from the court, when such duty is performed during an employee's normal working hours, shall be turned over to the Employer.

**42.03** Any employee on jury duty/court leave must return to work if two (2) or more hours remain in the employee's regular work day, upon release from court allowing for a meal and a change of clothes if applicable.

**ARTICLE 43**  
**JOB DESCRIPTIONS**

The Board agrees to furnish the Union with copies of job descriptions for each classification listed in Article 2 or upon change to any job classification.

**ARTICLE 44**  
**GENDER AND PLURAL**

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 45**  
**TOTAL AGREEMENT**

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

**ARTICLE 46**  
**OBLIGATION TO NEGOTIATE**

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

**46.02** Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its terms.

**ARTICLE 47**  
**LEGISLATIVE APPROVAL**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given its approval. Any and all benefits and/or monies will be retroactive to the tentative agreement by the parties or as mutually agreed to by the parties.

**ARTICLE 48**  
**WAGES AND OTHER COMPENSATION**

**48.01**

Minimum - New Hire  
Midpoint - After First Anniversary  
Maximum - After Second Anniversary

	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b><u>Mahoning County Building</u></b>			
<b><u>Department</u></b>			
Building Inspector	19.4250	21.1899	22.9437
Office Manager	14.5299	15.8508	17.1717
Permit Tech 1	10.8003	11.7882	12.7650
Permit Tech 2	12.7761	13.9527	15.1293
<b><u>Mahoning County Solid Waste</u></b>			
<b><u>Management District</u></b>			
Environmental Educator	15.1049	16.4802	17.8438
Field Ops	12.2261	13.3566	14.4872
Ops Secretary	12.5757	13.7412	14.8951
<b><u>Microfilm Department</u></b>			
Microfilm Tech	12.1434	13.0647	13.9749

## 48.02 Certification Pay

### Certification Pay

Res. or Comm. BO/RPE	0.40/Hour
Res. or Comm. Mech.	0.30/Hour
Manuf. Housing	0.25/Hour
Fire Protection	0.25/Hour
Permit Tech	0.25/Hour

§ Current employees whose job description did not require certification at hire are not required to obtain certification for continued employment. Supplemental pay shall not be afforded to an employee without certification. If a job description requires certification and a current employee fails to become certified, such certification must be maintained as required by the most current job description for that position, failure to maintain certification shall be grounds for disciplinary action in accordance with CBA contract and Mahoning County Policy.

§ Certification pay shall only be recognized with-in the current job description of the employee; i.e., Building Inspectors cannot receive certification pay for a Permit Technicians certification or vice versa.

§ Certifications shall be verified at the beginning of each calendar year for expiration, if certification has been allowed to expire, the supplemental and additional job responsibilities shall be removed from the participant from the time the certification was allowed to expire. If certification was a minimum requirement for employment the employee shall be terminated for failure to maintain the required certification.

§ Additional job responsibilities shall be assigned to reflect each certification.

§ Only State of Ohio certifications shall be recognized for Building inspectors. International Brotherhood of Electrical Workers certification shall be recognized for Permit Tech 1 and Permit Tech 2.

§ Employees shall be provided with the opportunity to attend the minimum continuing education required for each certification. Payment shall be required before attendance of any continuing education class.

§ Employees shall be reimbursed one time for the cost of examination for each certification. Proof of passing the required exams, successful certification and proof of payments must be forwarded for approval of reimbursement.

§ Certification renewal is the employees responsibility, the actual cost of the renewal shall be reimbursed by the employer after the renewal is submitted for approval. All other fees and time needed will be by the employee; i.e., late renewal fees, additional class time and fees.

## 48.03 Longevity Pay

A. Longevity is based upon years of continuous full-time service with the Mahoning County Board of Commissioners. No bargaining unit member shall receive longevity pay until they have completed the required amount of continuous service time with the Appointing Authority.

B. **Longevity Schedule.** Longevity pay shall be given to bargaining unit members in the form of an hourly supplement according to the following schedule:

**Longevity**

**YEARS OF SERVICE**

2 to 3	\$0.25
4 to 10	\$0.30
11 to 15	\$0.35
16 to 20	\$0.45
21 to 25	\$0.55
26 to 30	\$0.80
Over 31	\$1.00

**ARTICLE 49**

**NON-UNION REPRESENTATION**

If any employee opts not to be represented by the Union, they will sign a Union Release form and bear all costs of alternative representation. Their rights shall be as described in this Agreement.

**ARTICLE 50**

**INJURED ON DUTY POLICY**

It is the policy of the Board of Mahoning County Commissioners to provide employees with Injured On-Duty Leave when injured in the course and scope of employment.

- A. When an employee is injured in the course and scope of employment and is off more than seven (7) days as a result of the injury, the employee shall be eligible for Injured On-Duty Leave. The employee shall be paid for all days from the date of injury until ninety (90) calendar days after the injury. There shall be no loss of benefits provided by the County or any applicable labor agreement during the leave.
- B. To be eligible, the employee, when injured must:
  - 1. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On-Duty Leave;
  - 2. File for Workers' Compensation benefits with the Ohio Bureau of Workers' Compensation;
  - 3. Furnish the County with a signed medical authorization for the claimed injury for the release of medical records;

4. Suffer lost time from employment for a period exceeding seven (7) consecutive days, and
  5. Submit medical certification from the employee's physician of record specifying the extent of the injury, the recommended treatment, the employee's inability to return to work as a result of the injury, and an estimated date of return.
- C. The County reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by physician selected and paid for by the County at any time during the leave.
- D. Leave will be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) calendar days.
- E. If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, said leave shall cease and the employee will be required to reimburse the County for any amounts paid through this section. The rate and method for reimbursement will be determined by the department head on a case-by-case basis.
- F. If the employee is not released by their physician at the end of the Injured On-Duty Leave, the employee will be placed on FMLA leave for a period not to exceed twelve (12) weeks.
- G. If the employee is unable to return to work or unwilling to return to work, the County, in conjunction with the Appointing Authority, will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to County policy and Ohio Administrative Code.
- H. If at any time subsequent to the occupational injury the employee is released to return to work with restrictions, the employee must petition to return to work with modified duty through the County's Risk Manager. The Risk Manager will work with the employee, the Union representative (if applicable), the rehabilitation vendor, the Department Head (or designee), and the Bureau of Workers' Compensation to establish the assignment. In no case will modified duty exceed thirty (30) days. Any case that needs to extend beyond thirty (30) days, for up to two (2) additional weeks, will be reviewed by the Risk Manager and a decision in concert with the Department Head will be final. The period will be transitional in that it will provide evidence of the employee's ability to perform job functions which have been established under the review of the employee's physician of record. In using this program, it is the expectation that at the end of the thirty (30) days, the employee will be able to return to work without restrictions.

**ARTICLE 51**  
**TRANSITIONAL WORK PROGRAM**

This Program will be used to direct the work of all injured employees.

- A. Any time that an employee presents the Employer with a medical return to work notice that indicates the employee can return to work under restricted function, commonly known as light duty, the return to work notice will be immediately referred to the Mahoning County Risk Manager.
- B. The County Risk Manager will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee.
- C. The Department Head or designee, along with the Risk Manager, will determine if the employee is eligible for assignment to the Transitional Work Program.
- D. The Department Head or designee will assign the employee requesting and approved for transitional work to an assignment for a period not to exceed ninety (90) calendar days. The assignment of the employee will not cause the displacement of any other employee from any bid position. The transitional work assignments will fall outside of the bidding processes in the C.B.A. and will be discretionary assignments by the Department Head. The transitional work assignments will not be permanent jobs and will not be construed as new jobs created for vacancy bidding.
- E. At the end of ninety (90) calendar days, the County Risk Manager, the Department Head, and, if applicable, the employee's medical provider, will make a decision as to the employee's availability to return to his/her regular assignment. It will be the expectation of the County and the Department Head that most employees will make the transition into their regular assignment within the ninety (90) calendar days.
- F. If an employee is unable to make transition back to regular assignments within the ninety (90) calendar day limit, the Department Head will consult with the Risk Manager, Human Resources Director and the Administrative Staff, to place the employee on sick leave, unpaid leave, FMLA, or initiate disability separation proceedings.

**ARTICLE 52**

**Section reserved for future use.**

**ARTICLE 53**  
**ATTENDANCE INCENTIVE PROGRAM**

**Section 53.01. Purpose.** In order to encourage employees to conserve sick leave, promote attendance, and decrease incidents of lost time, the Mahoning County Board of Commissioners establishes the following "Attendance Incentive Program" subject to the terms, conditions, and qualifications set forth below.

**Section 53.02. Qualifications.** In order to participate in this program, an employee must possess a minimum sick leave balance of one thousand (1,000) hours in each year of participation, and possess a minimum of twenty (20) years public service under PERS.

**Section 53.03. Program.** In lieu of the sick leave conversion program established under Article 38, Section 11, an employee meeting the above qualifications may elect to convert to cash twenty-five percent (25%) of his sick leave balance in excess of one thousand (1,000) 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 38, Section 11.

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 53.04. Waiver for Current Employees.** For those bargaining unit members employed as of November 30, 2005, the minimum balance required for participation in each year shall be five hundred (500) hours and the service requirement shall be ten (10) years of service under PERS. All other program requirements and limitations other than those listed in this section shall continue to apply.

**ARTICLE 54**  
**BARGAINING UNIT APPLICATION**  
**OF CIVIL SERVICE LAW**

**Section 54.01.** 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 54.02.** Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

**Section 54.03.** 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:

<u>Contract Article</u>	<u>Statute/Regulation Preempted (All Statutory References include Corresponding OAC Sections)</u>
Article 10 Grievance Procedure	ORC 124.34
Article 11 Arbitration	ORC 124.34
Article 15 Vacancies and Job Postings	ORC 124.31
Article 17 Layoff and Recall	ORC 124.321-124.328
Article 19 Holidays	ORC 325.19
Article 20 Vacation	ORC 325.19; ORC 9.44
Article 25 Probationary Periods	ORC 124.27
Article 29 Discipline and Disciplinary Procedures	ORC 124.34
Article 31 Seniority	ORC 124.321-124.328; ORC 9.44
Article 35 Hours of Work/Overtime	ORC 4111.03
Article 38 Sick Leave	ORC 124.38; ORC 124.39
Article 39 Leave of Absence	OAC 123:1-34-10; ORC 5923.05
Article 42 Jury Duty	OAC 123: 1-34-03

**ARTICLE 55**  
**CONTRACT DURATION**

This Collective Bargaining Agreement shall remain in full force and effect from **June 30, 2014 through June 29, 2017.** Notice to negotiate a successor Agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days, prior to the expiration of this Agreement. Discussions will begin no later than sixty (60) days prior to the expiration of this Agreement.

Signature Page

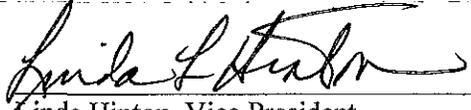
FOR THE MAHONING COUNTY  
BOARD OF COMMISSIONERS

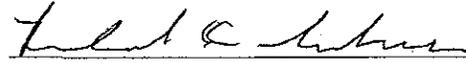
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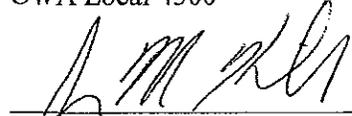
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Carol Rimedio-Righetti, President      Date

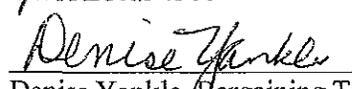
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Anthony T. Traficanti, Commissioner      Date

\_\_\_\_\_  
David C. Ditzler, Commissioner      Date

  
\_\_\_\_\_  
Linda Hinton, Vice President,      Date  
CWA District 4

 12-3-14  
\_\_\_\_\_  
Richard Schrader, President      Date  
CWA Local 4300

 12-3-14  
\_\_\_\_\_  
Jason Kalish, Vice President      Date  
CWA Local 4300

 12/3/14  
\_\_\_\_\_  
Denise Yankle, Bargaining Team      Date

 12-3-14  
\_\_\_\_\_  
Peg Flynn, Bargaining Team      Date

 12-3-14  
\_\_\_\_\_  
Michael White, Bargaining Team      Date

## APPENDIX A

### EMPLOYEE RIGHTS

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

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

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

### RIGHTS

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



**APPENDIX C**

**APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION**

To the Employee

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

\_\_\_\_\_ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

\_\_\_\_\_ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

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

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

**APPENDIX D**

**STEP 2 SUMMARY**

To the Employee and Appointing Authority

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

**DISCIPLINARY MATTER SETTLED**

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**DISCIPLINARY MATTER NOT SETTLED**

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

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

\_\_\_\_\_  
Date

## APPENDIX E

**48.01** All current employees who are members of the CWA, Local 4300 and employed in the Recycling/Green Team, Building Inspection and Microfilm departments shall receive a one-time, lump sum payment in the amount of 2.0% of their gross annual wage rate. The lump sum will be subject to normal payroll deductions. Payment will be made, with best efforts, within thirty (30) days of the effective date.

The Union may demand a wage re-opener in 2015 by serving notice on the Employer no later than September 30, 2015. The Union may demand a wage re-opener in 2016 by serving notice on the Employer no later than September 30, 2016.

## APPENDIX "F"

### 48.01

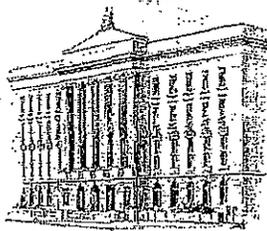
All current employees who are members of CWA 4300 and employed in the Green Team/Recycling, Building Inspection and Microfilm Departments as of October 31, 2015 shall receive a one-time, lump sum payment in the amount of 2% of their gross annual wage rate. The lump sum will be subject to normal payroll deductions. Payment will be made on Pay Date November 13, 2015 (Run ID# F23).

All current employees who are members of the CWA, Local 4300 and employed in the Recycling/Green Team, Building Inspection and Microfilm departments as of October 29, 2016 shall receive a one-time, lump sum payment in the amount of \$500.00 on Pay Date November 11, 2016 (Run ID# G23). The lump sum will be subject to normal payroll deductions.

The above-mentioned payments will settle the 2015 and 2016 wage re-openers as referenced in Appendix E.

**Addendum No. 1**

The parties agree that in accordance with the removal of the restriction of longevity supplements under Article 48.03(B), employees so affected will receive their longevity upon approval of the contract by the Appointing Authority, also known as the Effective Date.



# Board of Mahoning County Commissioners

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

## County Commissioners

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

## Clerk of the Board

Nancy Laboy

December 4, 2014

CWA Local 4300  
430 Lisbon Street  
Canfield, OH 44406

Attention: Richard Schrader  
President

RE: Approval of Collective Bargaining Agreement

Dear Mr. Schrader

Enclosed please find an original Collective Bargaining Agreement ("Agreement") between the Mahoning County Board of Commissioners and the Communications Workers of America ("CWA"). The CWA represents employees of the Green Team/Recycling, Building Inspection and the Microfilm departments.

The agreement negotiated between the aforementioned parties was submitted on October 24, 2014 to the Board of County Commissioners for approval in compliance with ORC 4117.10(B). Thirty days have passed since the submission and no action has been taken by the Board of County Commissioners; therefore, pursuant to ORC 4117.10(B) the submission is deemed approved. If you have any questions regarding this correspondence please contact Karen U'Halie, Mahoning County Human Resources Director.

Respectfully,

David C. Ditzler  
President

Anthony T. Traficanti  
Vice President

Carol Rimedio-Righetti  
Commissioner

Cc: File

Enclosure

**RESOLUTION**  
**RES 15-09-017**

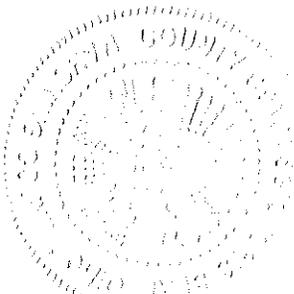
BE IT RESOLVED that upon the recommendation of Karen D. U'Halie, Director of Human Resources, that the Board of Mahoning County Commissioners does hereby approve the negotiated provisions of the wage re-opener between the Communications Workers of America, representing the Green Team/Recycling, Building Inspection and Microfilm Departments, and the Board of Mahoning County Commissioners.

A copy of said labor agreement is on file in the Office of Human Resources, 21 West Boardman Street, Youngstown, OH 44503.

It was moved by Mrs. Rimedio-Righetti, and seconded by Mr. Ditzler, that the foregoing Resolution be approved this 17th day of September, 2015.

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 17th day of September, 2015.



ATTEST:

  
ANTHONY T. TRAFICANTI,  
PRESIDENT OF THE BOARD

  
NANCY M. LABOY,  
CLERK OF THE BOARD

JR. VOL. 103, PAGE 520

cc: Auditors  
HR  
CWA